



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

REGULAR TOWN BOARD MEETING

June 18, 2024

7:00 PM

AGENDA

6/17/2024 2:07 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

SUPERVISOR'S REMARKS & ANOUNCEMENTS

PROCLAMATION & RECOGNITION

Recognition of Pride Month

E.R.A.S.E. in Recognition of Juneteenth

PRESENTATIONS & UPDATES

Chief Stavalone of the St. Paul Fire District

PUBLIC INPUT

FINANCIAL REPORT

APPROVAL OF MINUTES

May 13, 2024 Workshop Meeting

May 21, 2024 Regular Town Board Meeting

ITEM(S) FOR BOARD ACTION:

Public Hearings:

7:35 PM

06PH2024-1 On the Matter of Granting a Special Use Permit for 775 Titus Avenue in the Mixed-Use Commercial District and Referring Same to the Planning Board for Comment

6PH-1 **Resolution** Granting a Special Use Permit for 775 Titus Avenue in the Mixed-Use Commercial District and Referring Same to the Planning Board for Comment

06PH2024-2 On the Matter of Rezoning 41 Lorraine Drive, Tax ID: 076.15-6-45 From R-1 Residential District to MUC – Mixed Used Commercial District

Appointments

06A2024-1 **Resolution** Authorizing the Permanent Appointment of a Recreation Leader in the Irondequoit Recreation Department

Community Development

06A2024-2 **Resolution** Authorizing an Amendment to the 2024 Budget

06A2024-3 **Resolution** Authorizing an Agreement for a Town-Wide Reconnaissance-Level Historic Resource Survey

06A2024-4 **Resolution** Calling for a Public Hearing on a Local Law Amending Chapter 136 of Town Code to Confirm with NYS DEC Requirements

Comptroller

06A2024-5 **Resolution** Authorizing an Agreement with Proway Management for Lead Paint Testing Services Related to the Home Improvement Program

06A2024-6 **Resolution** Authorizing an Agreement with Irondequoit Ambulance for Award and Use of American Rescue Plan Act Funding

06A2024-7 Resolution Authorizing an Agreement with Sunset House for Award and Use of American Rescue Plan Act Funding

Human Resources

06A2024-8 **Resolution** Authorizing the Adoption of a Progressive Discipline Policy

Police

06A2024-9 **Resolution** Authorizing the Attendance at the 34th Annual Colonel Henry F. Williams International Homicide Seminar

Town Clerk

06A2024-10 **Resolution** Approving the Special Event License for the Heritage Hero Run & Stroll & Roll

06A2024-11 **Resolution** Approving a Special Event License for the Irondequoit Little League End of Year Celebration

NEXT WORKSHOP MEETING: July 8, 2024 @ 4 P.M.

NEXT REGULAR TOWN BOARD MEETING: July 16, 2024 @ 7 P.M.

EXPENSES

Fund	Original Budget	Amended Budget	Cumulative, Year to Month End			Percent of Year Elapsed	Percent of Budget Spent & Enc'd
			Expended	Encumb'd	Available Balance		
			11,864,460				
001 General (includes cemetery)	26,601,423	26,780,074	10,970,975	893,485	14,915,614	33.3%	44.3%
percent of amended budget			41.0%	3.3%	55.7%		
005 Library	2,846,496	2,857,196	1,033,804	27,587	1,795,805	33.3%	37.1%
percent of amended budget			36.2%	1.0%	62.9%		
021 Highway # 1, Road Impvts.	3,772,281	3,947,691	436,692	514,170	2,996,829	33.3%	24.1%
percent of amended budget			11.1%	13.0%	75.9%		
023 Highway # 3, Equipment Maint.	1,105,315	1,105,315	305,138	157,600	642,577	33.3%	41.9%
percent of amended budget			27.6%	14.3%	58.1%		31.8%
024 Highway # 4, ROW / Winter	1,165,368	1,165,368	394,041	171,902	599,425	33.3%	48.6%
percent of amended budget			33.8%	14.8%	51.4%		
031 Consolidated San. Sewer Dist.	3,843,057	4,101,801	873,561	368,869	2,859,372	33.3%	30.3%
percent of amended budget			21.3%	9.0%	69.7%		
038 Stormwater Drainage Dist.	939,830	939,830	127,103	44,263	768,464	33.3%	18.2%
percent of amended budget			13.5%	4.7%	81.8%		
036 LaSalle Landing Sewer District	136	136	0	0	136	33.3%	0.0%
percent of amended budget			0.0%	0.0%	100.0%		
039 Rock Beach San. Sewer Dist.	7,852	7,852	0	0	7,852	33.3%	0.0%
percent of amended budget			0.0%	0.0%	100.0%		
040 Orland Road San. Sewer Dist.	16,874	16,874	0	0	16,874	33.3%	0.0%
percent of amended budget			0.0%	0.0%	100.0%		
051 Sea Breeze Water District	1,226,631	1,226,631	459,453	0	767,178	33.3%	37.5%
percent of amended budget			37.5%	0.0%	62.5%		
071 - 098 Lighting Districts	129,470	129,470	32,135	0	97,335	33.3%	24.8%
percent of amended budget			24.8%	0.0%	75.2%		
TOTAL	41,654,733	42,278,238	14,632,901	2,177,876	25,467,460	33.3%	39.8%
			16,810,777				
Percent of Amended Budget Spent			34.6%				
Percent of Amended Budget Encumbered				5.2%			
Total Percent Spent & Encumbered							39.8%
Tax Levy Sensitive	35,491,019	35,855,780	13,140,649	1,764,745	20,950,386	33.3%	41.6%
Total Spent + Encumbered		14,905,394	36.6%	4.9%	58.4%		41.6%

REVENUES

Fund	Original Budget	Amended Budget	Cumulative		Percent of Real Estate Tax	Percent of Year Elapsed	Percent of Revenue Received
			Receipts Through This Month	Balance to be Received			
001 General:							
Real Estate Tax (001-1001)	12,790,170	12,790,170	12,790,170	0	66.3%		100.0%
Payment In Lieu of Tax (001-1081)	232,730	232,730	239,202	-6,472			102.8%
Sales Tax (001-1120)	6,700,000	6,700,000	0	6,700,000			0.0%
Mortgage Tax (001-3005)	990,000	990,000	0	990,000			0.0%
AIM-Related Payments-NYS (001-2750)	613,283	613,283	0	613,283			0.0%
Interest Earnings (001-2401)	25,000	25,000	11,302	13,699			45.2%
Franchise Cable TV (001-1170)	646,000	646,000	-3,305	649,305			-0.5%
Recreation Program Fees (001-2001)	673,300	673,300	152,252	521,048			22.6%
Cemetery Revenues (001-2190/2665)	166,000	166,000	42,507	123,493			25.6%
Fines & Bail Forfeitures (001-2610)	101,000	101,000	12,480	88,520			12.4%
Other Sources of Revenue	2,199,320	2,199,320	606,284	1,593,036			27.6%
Appropriated Fund Balance	1,464,620	1,464,620	1,464,620	0			
Total, Revenue & Fund Balance	26,601,423	26,601,423	15,315,511	11,285,912		33.3%	57.6%

Fund	Original Budget	Amended Budget	Cumulative Receipts as of This Month	Balance to be Received	Percent of Real Estate Tax	Percent of Year Elapsed	Percent of Revenue Received
005 Library							
Real Estate Tax	2,686,417	2,686,417	2,686,417	0	13.9%		100.0%
Other Sources of Revenue	120,079	120,079	39,089	80,990			32.6%
Appropriated Fund Balance	40,000	40,000	40,000	0			
Total, Revenue & Fund Balance	2,846,496	2,846,496	2,765,506	80,990		33.3%	97.2%
021, 023, 024 Highway Funds							
Real Estate Tax	3,802,184	3,802,184	3,802,184	0	19.7%		100.0%
All Other Sources	1,740,780	1,740,780	455,868	1,284,912			26.2%
Appropriated Fund Balance	500,000	500,000	500,000	0			
Total, Revenue & Fund Balance	6,042,964	6,042,964	4,758,052	1,284,912		33.3%	78.7%
031 Consolidated San. Sewer District							
Sewer Service Charges	3,482,244	3,482,244	3,482,244	0			100.0%
Other Sources of Revenue	110,813	110,813	29,886	80,927			27.0%
Appropriated Fund Balance	250,000	250,000	250,000	0			
Total, Revenue & Fund Balance	3,843,057	3,843,057	3,762,130	80,927		33.3%	97.9%
038 Stormwater Drainage District							
District Service Charges	935,311	935,311	935,311	0			100.0%
Other Sources of Revenue	4,519	4,519	7,041	-2,522			155.8%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	939,830	939,830	942,352	-2,522		33.3%	100.3%
036 LaSalle Landing Sewer District							
District Capital Charges	136	136	136	0			100.0%
Other Sources of Revenue	0	0	0	0			#DIV/0!
Total Revenue	136	136	136	0		33.3%	100.2%
039 Rock Beach San. Sewer District							
District Capital Charges	7,852	7,852	7,851	1			100.0%
Other Sources of Revenue	0	0	-20	20			#DIV/0!
Total Revenue	7,852	7,852	7,831	21		33.3%	99.7%
040 Orland Road San. Sewer District							
District Capital Charges	16,874	16,874	16,874	0			100.0%
Other Sources of Revenue	0	0	107	-107			#DIV/0!
Total Revenue	16,874	16,874	16,981	-107		33.3%	100.6%
051 Sea Breeze Water District							
District Real Estate Tax	42,975	42,975	42,975	0			100.0%
Other Sources of Revenue	1,183,656	1,183,656	292,164	891,492			24.7%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	1,226,631	1,226,631	335,139	891,492		33.3%	27.3%
071 - 098 Lighting Districts							
District Real Estate Tax	129,470	129,470	129,470	0			100.0%
Other Sources of Revenue	0	0	3,216	-3,216			
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	129,470	129,470	132,686	-3,216		33.3%	102.5%
Summary of Revenues and Appropriated Fund Balances							
Real Estate Tax	19,278,771	19,278,771	19,278,771	0	100.0%		100.0%
Special District Real Estate Tax	172,445	172,445	172,445	0			100.0%
Sanitary Sewer Service Charges	3,507,106	3,507,106	3,507,105	1			100.0%
Stormwater District Service Charges	935,311	935,311	935,311	0			100.0%
Other Sources of Revenue	15,506,480	15,506,480	1,888,071	13,618,409			12.2%
TOTAL	39,400,113	39,400,113	25,781,703	13,618,410		33.3%	65.4%
Appropriated Fund Balance	2,254,620	2,254,620	2,254,620	0			100.0%
Grand Total, Revenues and Appropriated Fund Balance	41,654,733	41,654,733	28,036,323	13,618,410			67.3%

Town Board Meeting Notes

The 2024 financial results for the Town as of April 30th: 33.3% of the year has elapsed and the Town's total expenses are higher than budget at 39.8%. The equivalent expenses are \$16.811k and break down in this manner: encumbrances \$2.178k (5.2%) and actual expenses \$14.633k (34.6%).

The General Fund expenses are higher than budget at 44.3% or \$11.864k. The Breakdown is: actual expenditures - \$10,971k; encumbrances of \$893k. Included in the actual expenditures are ARPA funded projects of \$2.6k for the street lighting purchase which was completed early 2024 and tree maintenance of \$640k. With the transition of the financial system, the amendments for these projects have not been recorded on the system but should be reflected in the next financial report. Jointly, the expenses in the highway funds are \$1.980k or 31.8% of budget— On par with the 33% of the year that has elapsed.

Expenditures in the Library are above budget at \$1.061k or 37.1%. This is attributed to debt service—the annual Bond principal and interest payments for the Consolidated Library were made during the month. The unfavorable impact of those line-item expenses will level off by year-end. The Sewer Fund expenses of \$1.242k are below budget at 30.3%. Stormwater Drainage is underbudget as well at 18.2%—a total of \$171k.

The General Fund has received revenue of \$15.316k—57.6% of budget. At the end of April, the Town had received \$12.7k or 100% of real estate tax and 102% of Payment In Lieu Of Tax payments. The other major revenue sources such as sales

tax, mortgage tax, franchise cable fees, and Per Capita State Aid are not due yet.

Regarding the entire Town: \$27.276k or 65.5% of revenue and appropriated fund balance has been recorded to-date. Approximately \$19.2M of the amount received is real estate tax—100% of that budget.

At month-end, the Library had received \$2.765k – 97.2% of its budgeted revenue. 78.7% or \$4.758k has been verified by the Highway. \$3.762k is in for the Sewer Fund—97.9% of that fund's budget. Stormwater Drainage has received 100% of its budgeted revenue—\$942k.

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

Workshop Meeting of the Town Board of the Town of Irondequoit, held in the Broderick Room at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 13th day of May 2024 at 4:00 P.M, there were:

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

Others in attendance included Chief of Police Scott Peters, Comptroller Diana Marsh, Commissioner of Public Works Erin Magee, Director of Recreation Shannon Grieve, Assistant to the Supervisor Justine Bartnick, Director of Human Resources Jason Vinette, Planning and Zoning Coordinator Michelle Nichols, Assessor Anthony Costanza and Town Clerk Latasha Elder

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

PROCLAMATION: Reading of Proclamation recognizing the 30th Anniversary of the Irondequoit Chorale

PRESENTATIONS: Update from Uplift Irondequoit regarding statistics on marijuana usage in Irondequoit.

Town Audit Presentation from The Bonadio Group giving an overview of findings during the audit process. There were no major concerns found.

SUPERVISOR'S REMARKS: Asked residents to slow down while driving to protect our residents, our children, our workers and others that may visit our town. Stated he will be leaving for financial training in Albany after the meeting. Thanked Kirsten Gillibrand for making Irondequoit the location to make her announcement regarding assisting police officers with childcare. Supervisor Evans was excited about hosting the 4th grade classes of Rogers Middle school this past week. He enjoyed seeing the passion and promise of our young citizens. DPW Open House, Saturday May 18th, 2024 from 11am-2pm. Celebrating Asian American Pacific Islander Tuesday, May 14th, 2024 @ 6pm. Ikebana Flower Arranging at the library on Wednesday May 29th, 2024, celebrating with a book reading "Last Night at the Telegraph Club".

DEPARTMENT HEAD UPDATES:

Assessor Anthony Constanza reports that a legal notice was published on May 1st, 2024, explaining the grievance process. Website has step by step instructions on this process as well. Assessor welcomed Carol Loce into the full-time clerk position.

Planning and Zoning Coordinator Michelle Nichols provided stats on permits issued, inspections done, Fire Marshal and Code Enforcement complaints. Welcomed Jeff David as the new Fire Marshal. The department is actively recruiting for an assistant Fire Marshal pending Pat Hudson's resignation as of May 20th. Code Enforcement officers will be attending required annual training on 05/14/24-05/16/24 to keep their certifications current. The department is currently working with DPW on the Waterfront Revitalization Project. Meeting with NYS DEC regarding Town Flood Plain Management Program.

Commissioner of Public Works Erin Magee reported that the the Arbor Day event was successful. The tree department is looking to plant over 200 trees this Spring, which are being locally sourced. Milling and Paving has started. The department is looking at starting the oil and stone season soon. Oil and stoning allow us to keep good roads in the town. DPW Open House will be held May 18, 2024, from 11-2. The Open House is the kickoff to American Public Works week. Progress continues at Camp Eastman on the splash pad.

Director of Recreation Shannon Grieve shared that the 2024 Summer Activity Guide is now out and can be obtained online as well as at different locations across Town buildings. Day of Caring is May 23rd. This is a day for several teams to come together to beautify and clean the town. Summer markets will be open every Thursday beginning on May 30th, 2024, from 4pm to dusk. Memorial Day Parade at Town Hall on 05/26/24 at 3pm. Memorial Day Ceremony at the cemetery on 05/27/24 at 9:00am. Market Mayhem is a community garage sale event happening in the market shed on 06/08/24 and 06/09/24 at 9am to 1pm. June 14th, 2024 is Flag day, A ceremony will be held at Town Hall beginning at 7am. The Juneteenth event will be held on May 15, 2024, from 12pm-4pm here at Town Hall. Summer Camps start June 26th, 2024.

Director of Human Resources Jason Vinette reported that he has written a resolution to hire a payroll clerk in the Human Resources Department. He is working with departments on filling any vacant portions that they have. Jason highlighted Town Clerk's office and stated Latasha is looking forward to starting interviews for the Clerk III position.

Chief of Police Scott Peters informed everyone that it is currently National Police Week. The department will be attending several memorial services throughout the county all week. Officers are currently in transition to their new weapons and are getting up to speed on new defensive tactics. The Chief is hoping to hire a new recruit. IPD is a recipient of the New York State Tech grant of \$155,000. He is hoping to use the funds to purchase body cameras, robots and speed signs.

Deputy Town Clerk Latasha Elder reported numbers on passport, dog licenses, marriage licenses and DEC licenses. Expecting marriage licenses to increase during the summer months. Currently looking to hire a Clerk III. Office will be accepting taxes thru the end of the month.

Town Attorney Traci Hiatt informed us that LaBella is still working on the zoning code updates and that this will be an ongoing process. Public hearing for the moratorium on Secondhand Dealer Licenses will be addressed at the next board meeting.

Comptroller Diana Marsh reported that they are finishing up the audit report with The Bonadio Group. The Annual Financial Report was filed with New York State on April 30th, 2024. Continually working on the new financial system updates and thanks the board for their patience as there will not be a financial report this month. Hoping to get all data moved to the new system

within the next week. Currently working on CDBG plan. The Comptroller's office is starting to work on next year's budget.

REVIEW OF AGENDA ITEMS FOR THE MAY 21, 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:

05WS2024-1 Resolution authorizing Capital Lease Financing of the One Track Mounted Sidewalk Plow for the Bureau of Public Works

On a motion made by Councilmember, **Perticone** seconded by Councilmember **Cunningham**, a resolution was adopted authorizing Capital Lease Financing of the One Track Mounted Sidewalk Plow for the Bureau of Public Works.

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

Resolution Number 2024-115

05WS2024-2 Resolution Authorizing the Provisional Appointment of an Office Clerk III in the Irondequoit Police Department

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Perticone**, a resolution was adopted authorizing the Provisional Appointment of Megan Benwitz as an Office Clerk III in the Irondequoit Police Department.

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

Resolution Number 2024-116

05WS2024-3 Resolution Authorizing the Appointment of a Deputy Town Clerk

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Perticone**, a resolution was adopted authorizing Ann Doeller as Deputy Town Clerk on a limited basis to perform the Town Clerk duties.

WORKSHOP MEETING

May 13th, 2024

65

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

Resolution Number 2024-117

05WS2024-4 Resolution Authorizing the Provisional Appointment of a Payroll Clerk in the Irondequoit Human Resources Department

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Cunningham**, a resolution was adopted authorizing the Provisional Appointment of Frank Lazzaro III as the Payroll Clerk in the Human Resources Department.

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

Resolution Number 2024-118

The next meeting is the Regular Town Board meeting on Tuesday, May 21, 2024 @ 7:00 p.m. in the Broderick Room of the Town Hall.

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Cunningham**, the Workshop Meeting was adjourned at 5:41 p.m.

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

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 **21st day of May 2024** at 7:00 PM, local time, there were:

PRESENT: 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 Harter Secrest & Emery LLC

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

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

SUPERVISOR’S REMARKS AND ANNOUNCEMENTS: Asked residents to slow down especially during the summer months to protect our children, our residents and visitors to our town. Asked residents to provide feedback on ways to make the town better. Successful Open House held at DPW. Proud to have two events celebrating Asian Pacific Isander Month. Ikebana held at Library on May 14th, 2024. A second event will be held on May 29th with the reading of “Last Night at the Telegraph Club”.

PROCLAMATION & RECOGNITION:

A proclamation was read recognizing Irondequoit Ambulance during Emergency Medical Services week.

PRESENTATION:

The Bonadio Group presented the results from their audit, one item of which was a recommendation. Overall, the audit process went well.

PUBLIC INPUT:

Rosalina Hosbach 4949 St. Paul Blvd, asking for a third-party entity to review the Assessor and all town employees' properties

Mark Haldow, 31 Schnackel Drive, voiced his concerns about STRs and would like to know what is currently being done.

Ed Lawlin, 197 Willowen Drive, gave information about 2 streets he feels are in need of repair to protect children. He also voiced his concerns about the STAR program.

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

FINANCIAL REPORT

Comptroller Marsh noted the financial system is still in transition. They are working on getting all the information into the new system and verified. They are hopeful that there will be a financial report next month.

APPROVAL OF MINUTES:

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Perticone**, the April 9th, 2024 Workshop Meeting Minutes were approved.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, the April 16th, 2024 Regular Town Board Meeting Minutes were approved.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

ITEMS FOR BOARD ACTION:

Appointments

**05A2024-1 RESOLUTION AUTHORIZING THE PERMANENT APPOINTMENT OF
A FULL-TIME POLICE OFFICER RECRUIT IN THE IRONDEQUOIT
POLICE DEPARTMENT**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, a resolution was adopted **authorizing the permanent appointment of Lauren Patane as a Police Officer Recruit in the Irondequoit Police Department.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-119

**05A2024-2 RESOLUTION AUTHORIZING THE APPOINTMENT OF A DEER
MANAGEMENT PROGRAM BOARD MEMBER**

On a motion made by Councilmember **Wegner**, seconded by Councilmember **Cunningham**, a resolution was adopted approving the appointment of **Cody Dizmang** as the newest member of the **Deer Management Program Board**.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-120

**05A2024-3 RESOLUTION AUTHORIZING THE PERMANENT APPOINTMENT OF
AN OFFICE CLERK IV IN THE IRONDEQUOIT POLICE
DEPARTMENT**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, a resolution was adopted **approving the appointment of Hannah Reynolds as an Office Clerk IV in the Irondequoit Police Department**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-121

PUBLIC HEARINGS:

7:35 PM

05PH2024-1 ON THE MATTER OF PROVIDING OPPORTUNITY FOR PUBLIC COMMENT ON IRONDEQUOIT'S COMMUNITY DEVELOPMENT BLCOK GRANT PROGRAM

The Public Hearing opened at 7:35 PM.

Public Hearing Public Input: No one came forward to speak for or against the matter.

The Public Hearing was closed at 7:35 PM

5PH-1 RESOLUTION ADOPTING THE IRONDEQUOIT 2024 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, a resolution was adopted **approving the Irondequoit 2024 Community Development Block Grant Program.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-122

7:36PM

05PH2024-2 ON THE MATTER OF PROVIDING OPPORTUNITY FOR PUBLIC COMMENT ON ISSUANCE OF SECONDHAND DEALER LICENSES

The Public Hearing was opened at 7:36 PM.

Public Hearing Public Input: No one came forward to speak for or against the matter.

The Public Hearing was closed at 7:36 PM

5PH-2 **RESOLUTION ADOPTING LOCAL LAW TO EXTEND THE MORATORIUM ON ISSUANCE OF SECONDHAND DEALER LICENSES**

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, a resolution was adopted **approving the Local Law to Extend the Moratorium on issuance of Secondhand Dealer Licenses for an additional 6 months**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-123

05A2024-4 RESOLUTION AUTHORIZING THE PERMANENT APPOINTMENT OF A SPECIAL EVENTS COORDINATOR IN THE IRONDEQUOIT RECREATION DEPARTMENT

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, a resolution was adopted **approving the permanent appointment of Caitlyn Bailey as a Special Events Coordinator.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-124

05A2024-5 RESOLUTION AUTHORIZING THE APPOINTMENT OF A PROVISIONAL ASSESSMENT CLERK IN THE DEPARTMENT OF THE ASSESSOR

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, a resolution was adopted **approving the provisional appointment of Carol Loce as Assessment Clerk.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-125

05A2024-6 RESOLUTION AUTHORIZING THE APPOINTMENT OF FULL-TIME LABORER IN IRONDEQUOIT PUBLIC WORKS DEPARTMENT

On a motion made by Councilmember **Malone**, seconded by Councilmember **Wehner**, a resolution was adopted **approving the appointment of Jayden Fayad as a full-Time Laborer in the Department of Public Works.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-126

05A2024-7 RESOLUTION AUTHORIZING THE APPOINTMENT OF A SECOND FULL-TIME LABORER IN THE IRONDEQUOIT PUBLIC WORKS DEPARTMENT

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, a resolution was adopted **approving the appointment of Trevor Bliss as a full time Laborer in the Department of Public Works.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-127

05A2024-8 RESOLUTION ADOPTING THE NEW YORK STATE PRO-HOUSING COMMUNITIES PLEDGE

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, a resolution was adopted **adopting the New York State Pro-Housing Communities Pledge.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-128

05A2024-9 RESOLUTION CALLING FOR A PUBLIC HEARING ON THE MATTER OF GRANTING A SPECIAL USE PERMIT FOR 775 TITUS AVENUE IN THE MIXED-USE COMMERCIAL DISTRICT AND REFERRING SAME TO THE PLANNING BOARD FOR COMMENT

On a motion made by Councilmember **Wegner**, seconded by Councilmember **Malone**, a resolution was adopted **approving the Calling of a Public Hearing on the Matter of Granting a Special Use Permit for 775 Titus Avenue in the Mixed-Use Commercial District and Referring Same to the Planning Board for Comment.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-129

**05A2024-10 RESOLUTION CALLING FOR A PUBLIC HEARING ON THE MATTER
OF REZONING 41 LORRAINE DRIVE, TAX ID: 076.15-6-45 FROM R-1
RESIDENTIAL DISTRICT TO MUC – MIXED USE COMMERCIAL
DISTRICT**

On a motion made by Councilmember **Wegner** seconded by Councilmember **Cunningham**, a resolution was adopted **approving the calling for a Public Hearing on the Matter of rezoning 41 Lorraine Drive, Tax ID: 076.15-6-45, from R-1 Residential District to MUC – Mix Use Commercial District.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-130

**05A2024-11 RESOLUTION AUTHORIZING THE CAPITAL LEASE FINANCING
AGREEMENT WITH JP MORGAN FOR ONE TRACK-MOUNTED
SIDEWALK PLOW FOR THE BUREAU OF PUBLIC WORKS**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, a resolution was adopted **approving the Capital Lease Financing Agreement with JP Morgan for One Track-Mounted Sidewalk Plow for the Bureau of Public Works.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-131

**05A2024-12 RESOLUTION AMENDING AND RESTATING THE PLAN DOCUMENT
FOR THE TOWN OF IRONDEOUIIT 457 PLAN**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, a resolution was adopted **Amending and Restating the Plan Document for the Town of Irondequoit 457 Plan.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-132

**05A2024-13 RESOLUTION AUTHORIZING A SALARY CHANGE IN THE
DEPARTMENT OF THE ASSESSOR**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, a resolution was adopted **approving a salary change in the Office of the Assessor.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-133

05A2024-14 RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH ALBANY-SCHOHARIE-SCHENECTADY-SARATOGA BOARD OF COOPERATIVE EDUCATIONAL SERVICES FOR A SECTION 75 HEARING OFFICER

On a motion made by Councilmember **Wegner** seconded by Councilmember **Malone**, a resolution was adopted **authorizing the Supervisor to enter into an intermunicipal agreement with Albany-Schoharie-Schenectady-Saratoga Board of Cooperative Educational Services for a Section 75 Hearing Officer.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-134

**05A2024-15 RESOLUTION AUTHORIZING A MEMORANDUM OF
UNDERSTANDING WITH THE FEDERAL BUREAU OF
INVESTIGATION FOR PARTICIPATION IN THE BUFFALO CHILD
EXPLOITATION AND HUMAN TRAFFICKING TASK FORCE**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Perticone**, a resolution was adopted **approving a Memorandum of Understanding with the Federal Bureau of Investigation for participation in the Buffalo Child Exploitation and Human Trafficking Task Force..**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-135

05A2024-16 RESOLUTION AUTHORIZING AN AMENDMENT TO THE 2024
TOWN BUDGET

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, a resolution was adopted **approving an Amendment to the 2024 Town Budget**.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-136

**05A2024-17 RESOLUTION DECLARING CERTAIN ITEMS AS SURPLUS,
AUTHORIZING THE SALE OF SAID ITEMS, AND APPROPRIATING
FUNDS**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, a resolution was adopted **declaring certain items as surplus, authorizing the sale of said items, and appropriating funds.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-137

05A2024-18 RESOLUTION DECLARING CERTAIN ASPHALT MATERIAL SURPLUS

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, a resolution was adopted **declaring certain asphalt material as surplus property.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-138

**05A2024-19 RESOLUTION DECLARING CERTAIN EQUIPMENT SURPLUS
PROPERTY**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, a resolution was adopted **declaring certain equipment surplus property.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-139

**05A2024-20 RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO
AN INTERMUNICIPAL AGREEMENT WITH THE WEST
IRONDEQUOIT CENTRAL SCHOOL DISTRICT FOR RENTAL OF
TOWN PROPERTY**

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, a resolution was adopted **authorizing the Supervisor to Enter into an Intermunicipal Agreement with the West Irondequoit Central School District for Rental of a portion of the Brockway Garage.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-140

**05A2024-21 RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO
VARIOUS CONTRACTS WITH VENDORS FOR THE TOWN'S 2024
FOURTH OF JULY CELEBRATION**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, a resolution was adopted **authorizing the Supervisor to Enter into Various Contracts with Vendors for the Town's 2024 Fourth of July Celebration.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-141

**05A2024-22 RESOLUTION AUTHORIZING THE RECREATION DEPARTMENT TO
MAKE A DONATION OF PROCEEDS FROM CLASSIC CAR CRUISE-
IN**

On a motion made by Councilmember **Wegner** seconded by Councilmember **Perticone**, a resolution was adopted **authorizing the Recreation Department to Make a Donation of proceeds from the Classic Car Cruise-In to the United Way of Greater Rochester and Finger Lakes.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-142

**05A2024-23 RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING WITH EAST IRONDEQUOIT
SCHOOL DISTRICT FOR DISPLAYING PORTRAITS OF PEACE**

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, a resolution was adopted **authorizing the Supervisor to Enter into a Memorandum of Understanding with East Irondequoit School District for Displaying Portraits.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-143

**05A2024-24 RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR
THE E.R.A.S.E. JUNETEENTH 5K RACE**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, a resolution was adopted **approving the Special Event License for the E.R.A.S.E Juneteenth 5K Race**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-144

On a motion made by Councilmember **Wegner**, seconded by Councilmember **Cunningham**, pursuant to Public Officers Laws Section 105(d) regarding Proposed or Pending or Current Litigation and Section 105(e) regarding Collective Negotiations pursuant to Article 14 of the Civil Services Law, an Executive Session was called at 8:23 p.m.

EXECUTIVE SESSION

On a motion made by Councilmember Perticone, seconded by Councilmember Malone, the Executive Session was adjourned at 8:51 p.m.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

The next Town Board Workshop will be held on June 10, 2024 @ 4 p.m.

The next Town Board Regular Town Board Meeting will be held on June 18, 2024 @ 7 p.m.

On a motion made by Councilmember Malone, seconded by Councilmember Wehner, the Regular Town Board meeting was adjourned at 8:51 p.m.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,

Latasha Elder, Town Clerk

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION APPROVING A SPECIAL USE PERMIT FOR 775 TITUS AVENUE
IN THE MIXED-USE COMMERCIAL DISTRICT**

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 18th day of June, 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

Harter Secrest & Emery LLP

Attorney for the Town

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

WHEREAS, I-Square, LLC (“I-Square”), with a principal place of business at 775 Titus Avenue, owns and operates a commercial and residential development in the town known as “I-Square” (the “I-Square Development”). As relevant here, the I-Square Development includes the Irondequoit Brewing Company (the “IBC”), which is also owned by I-Square; and

WHEREAS, I-Square received approval for its original site plan for the I-Square Development in July 2017 from the Town’s Planning Board (the “Planning Board”). I-Square subsequently received approval for an expanded site plan at a Planning Board meeting on May 21, 2018 (together, the “Approved Site Plan”);

WHEREAS, on November 29, 2023, the Town filed an action in the Supreme Court of the State of New York, Monroe County (Index No. E2023014260) alleging that the as-built configuration of the I-Square Development failed to conform to the Approved Site Plan and violated certain provisions of the New York State Uniform Fire Prevention and Building Code (the “Fire Code”) and the Town Code of the Town of Irondequoit (the “Town Code”) (the “Litigation”);

WHEREAS, included in the Town’s allegations in the Litigation was that the outdoor dining at the IBC violated the Town Code including because it was not approved by the Planning Board, it exceeds the number of outdoor seating allowed under the Town Code, and it is covered by a temporary tent;

WHEREAS, the Town of Irondequoit and I-Square reached an agreement to resolve the claims in the Litigation pursuant to the terms of a Settlement Agreement and Mutual Release, dated April 18, 2024; and

WHEREAS, pursuant to the terms of the Settlement Agreement, I-Square acknowledged that the outdoor seating capacity at the IBC exceeds that which is allowed under the Town Code as-of-right, and agreed to apply to the Town Board for a Special Use Permit for the same; and

WHEREAS, the Town Planning Board reviewed and discussed the Application at its meeting on June 10, 2024; and

WHEREAS, on June 11, 2024, the Town Planning Board issued comments and a report on the Application, recommending a Positive Referral for the Special Use Permit, with the following findings: 1. The operation of the outdoor seating area has been operating successfully with no issue; and

WHEREAS, on June 18, 2024 at 7:35pm, the Town Board held a public hearing on the Application at the Irondequoit Town Hall, 1280 Titus Avenue, in the Town of Irondequoit, New York, as required by Town Law § Section 274-b, where the facts in support of the requested Special Use Permit were presented and where public input was received and thereafter the public hearing was closed (the “Public Hearing”).

NOW THEREFORE BE IT RESOLVED, that pursuant to the New York State Environmental Quality Review Act and its implementing regulations (collectively, “SEQRA”), the Special Use Permit is classified as a Type II Action pursuant to 6 NYCRR §617.5(c)(18)

AND BE IT FURTHER RESOLVED, that the Town Board hereby approves the Special Use Permit for 775 Titus Avenue outdoor seating not to exceed a maximum capacity of 124 seats with outdoor recorded and live music, subject to the following findings *(TB Findings to be added)*

This resolution shall take effect immediately upon its adoption.

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

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



a town for a lifetime
IRONDEQUOIT *New York*

TO: The Honorable Town Board

FROM: Michelle Nichols, Planning & Zoning

DATE: June 11, 2024

SUBJECT: **775 Titus Avenue** - Special Use Permit for outdoor seating, pursuant to the terms of the Settlement Agreement and Mutual Release, dated April 18, 2024.

At a Special Planning Board meeting on Monday, June 10, 2024, the Planning Board reviewed the application for a Special Use Permit for outdoor seating, pursuant to the terms of the Settlement Agreement and Mutual Release, dated April 18, 2024, between the Town and I-Square in the litigation captioned *Town of Irondequoit v. I-Square, LLC*, Index No. E2023014260 (Sup. Ct. Monroe Cnty.).

On Motion by Board Member Bernard Blocchi, Seconded by Board Member John Caterino; Motion Carried: 7 Aye, 0 Nay, 1 Absent, 0 Abstained.

The Planning Board offered a Positive Referral to the Town Board with the following findings:

- 1. The operation of the outdoor seating area has been operating successfully with no issues.***

RECORD OF MOTIONS
IRONDEQUOIT SPECIAL PLANNING BOARD MEETING

June 10, 2024

TOWN BOARD REFERRAL:

Request by Michael Nolan, I-Square, for a Special Use Permit for outdoor seating, pursuant to the terms of the Settlement Agreement and Mutual Release, dated April 18, 2024, between the Town and I-Square in the litigation captioned *Town of Irondequoit v. I-Square, LLC*, Index No. E2023014260 (Sup. Ct. Monroe Cnty.).

Town Board Referral:

Positive Referral: X

Negative Referral: _____

Discussion/Recommendations:

HAS BEEN OPERATING SUCCESSFULLY WITH
NO ISSUES.

On Motion by Board Member

BLOCCHI

Seconded by Board Member

CATERINO

Vote: (please circle vote)

BLOCCHI-----AYE-----NAY - ABSTAIN - ABSENT

BURDICK-----AYE-----NAY - ABSTAIN - ABSENT

CATTERINO-----AYE-----NAY - ABSTAIN - ABSENT

HAEFNER-----AYE-----NAY - ABSTAIN - ABSENT

RICHARDS-----AYE - NAY - ABSTAIN - ABSENT

ROSSO-----AYE-----NAY - ABSTAIN - ABSENT

YANOSH-----AYE-----NAY - ABSTAIN - ABSENT

HUBER(ALTERNATE)-----AYE-----NAY - ABSTAIN - ABSENT

TOTAL CARRIED: AYE; NAY; ABSTAIN; ABSENT; VACANT

Signed by:

Bernard T. Blocchi

Chairman, Bernard Blocchi, Irondequoit Planning Board





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

Planning Board Meetings

PLANNING BOARD AGENDA

Special Regular Meeting on June 10, 2024 at 7:00pm
1280 Titus Avenue, Irondequoit, NY 14617

7:01pm - Public Hearing - Case No: PB2024-05-05

Request by Michael Nolan, I-Square, for Final Site Plan Approval conforming to existing as-built drawings, on premises, 775 Titus Avenue, in a MUC – Mixed Use Commercial District, pursuant to Settlement Agreement and Mutual Release, dated April 18, 2024, between the Town and I-Square in the litigation captioned *Town of Irondequoit v. I-Square, LLC*, Index No. E2023014260 (Sup. Ct. Monroe Cnty.).

All interested persons are entitled to be heard during a public hearing. Public hearing comments must pertain to the application for which the public hearing is held and will be limited to five (5) minutes per person.

Items for Board Action:

Town Board Referral:

Request by Michael Nolan, I-Square, for a Special Use Permit for outdoor seating, pursuant to the terms of the Settlement Agreement and Mutual Release, dated April 18, 2024, between the Town and I-Square in the litigation captioned *Town of Irondequoit v. I-Square, LLC*, Index No. E2023014260 (Sup. Ct. Monroe Cnty.).

Town Board Referral:

Request by Michael Nolan, I-Square, for a Rezoning Approval, to rezone 41 Lorraine Drive, from R-1 Residential to MUC – Mixed Use Commercial District.



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IRONDEQUOIT *New York*

NOTICE OF PUBLIC HEARING TOWN OF IRONDEQUOIT

PLEASE TAKE NOTICE that the Town Board of the Town of Irondequoit, Monroe County, New York, will hold a Public Hearing on Tuesday, June 18, 2024, at the Irondequoit Town Hall, 1280 Titus Avenue, in the Broderick Room at 7:00PM local time to consider the following application:

7:35pm - 6PH2024-1:

Request by Michael Nolan, I-Square, for a Special Use Permit for outdoor seating, pursuant to the terms of the Settlement Agreement and Mutual Release, dated April 18, 2024, between the Town and I-Square in the litigation captioned *Town of Irondequoit v. I-Square, LLC*, Index No. E2023014260 (Sup. Ct. Monroe Cnty.).

7:36pm – 6PH2024-2:

Request by Michael Nolan, I-Square, for a Rezoning Approval, to rezone 41 Lorraine Drive, from R-1 Residential to MUC – Mixed Use Commercial District.

16 W. Main St,
Rochester, NY, 14614, USA
585-232-6920, <https://nydailyrecord.com>

PROOF OF PURCHASE

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AFFIDAVIT OF PUBLICATION

ADVERTISER

TOWN Of Irondequoit Planning & Zoning Dept, Account ID 35175
1280 Titus Ave,
Rochester, NY, 146174125

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# of Insertions:	1
Net Charge:	\$46.68
Payments/Credits:	\$0.00
Amount Due:	\$46.68
Affidavit Reference:	TOWN Of Irondequoit Planning & Zoning Dept

Ad Proof

NOTICE OF PUBLIC HEARING TOWN OF IRONDEQUOIT

PLEASE TAKE NOTICE that the Town Board of the Town of Irondequoit, Monroe County, New York, will hold a Public Hearing on **Tuesday, June 18, 2024**, at the Irondequoit Town Hall, 1280 Titus Avenue, in the Broderick Room at 7:00PM local time to consider the following application: 7:35pm - 6PH2024-1:

Request by Michael Nolan, I-Square, for a Special Use Permit for outdoor seating, pursuant to the terms of the Settlement Agreement and Mutual Release, dated April 18, 2024, between the Town and I-Square in the litigation captioned Town of Irondequoit v. I-Square, LLC, Index No. E2023014260 (Sup. Ct. Monroe Cnty.).

7:36pm - 6PH2024-2:

Request by Michael Nolan, I-Square, for a Rezoning Approval, to rezone 41 Lorraine Drive, from R-1 Residential to MUC - Mixed Use Commercial District.

2620040 6-11-1t

* Changes to this order may result in pricing changes *

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD CALLING
FOR A PUBLIC HEARING ON THE MATTER OF GRANTING
A SPECIAL USE PERMIT FOR 775 TITUS AVENUE IN THE MIXED-USE
COMMERCIAL DISTRICT AND REFERRING SAME TO THE PLANNING BOARD
FOR COMMENT**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 21st day of May, 2024, at 7:00 p.m. local time, there were

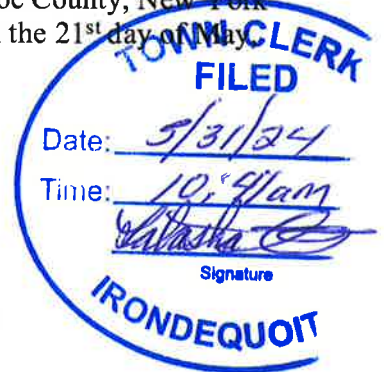
PRESENT:

Andraé Evans
Ann Cunningham
Grant Malone
John Perticone
Peter Wehner

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

Harter Secrest & Emery LLP

Attorney for the Town



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

WHEREAS, I-Square, LLC ("I-Square"), with a principal place of business at 775 Titus Avenue, owns and operates a commercial and residential development in the town known as "I-Square" (the "I-Square Development"). As relevant here, the I-Square Development includes the Irondequoit Brewing Company (the "IBC"), which is also owned by I-Square; and

WHEREAS, I-Square received approval for its original site plan for the I-Square Development in July 2017 from the Town's Planning Board (the "Planning Board"). I-Square subsequently received approval for an expanded site plan at a Planning Board meeting on May 21, 2018 (together, the "Approved Site Plan"); and

WHEREAS, on November 29, 2023, the Town filed an action in the Supreme Court of the State of New York, Monroe County (Index No. E2023014260) alleging that the as-built configuration of the I-Square Development failed to conform to the Approved Site Plan and violated certain provisions of the New York State Uniform Fire Prevention and Building Code (the "Fire Code") and the Town Code of the Town of Irondequoit (the "Town Code") (the "Litigation"); and

WHEREAS, included in the Town's allegations in the Litigation was that the outdoor dining at the IBC violated the Town Code including because it was not approved by the Planning Board, it exceeds the number of outdoor seating seats allowed under the Town Code, and it is covered by a temporary tent; and

WHEREAS, the Town of Irondequoit and I-Square reached an agreement to resolve the claims in the Litigation pursuant to the terms of a Settlement Agreement and Mutual Release, dated

April 18, 2024; and

WHEREAS, pursuant to the terms of the Settlement Agreement, I-Square acknowledged that the outdoor seating capacity at the IBC exceeds that which is allowed under the Town Code as-of-right, and agreed to apply to the Town Board for a Special Use Permit for the same.

NOW THEREFORE BE IT RESOLVED, that the Town Board shall hold a public hearing on this Special Use Permit application on **June 18, 2024, at 7:3Xp.m.** at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit.

AND BE IT FURTHER RESOLVED, that the Town Board refers the application for a Special Use Permit to the Planning Board for its reference and report thereon, which report the Town Board requests be provided on or before June 11, 2024.

This resolution shall take effect immediately upon its adoption.

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

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	AYE



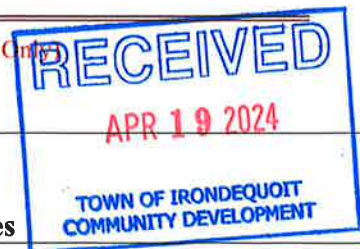
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IRONDEQUOIT *New York*

PROJECT ADDRESS 775 Titus Avenue
TOTAL AREA OF PROJECT SITE 3.69 Acres
TAX ID NO. 076.15-6-56.11 ZONING DISTRICT MUC
PROPERTY OWNER (Print) I-Square, LLC PHONE 585-943-1941
ADDRESS 85 Excel Drive Rochester, NY ZIP CODE 14621
E-MAIL ADDRESS mnolan@I-square.us FAX NO. _____
APPLICANT (Print) - SAME - PHONE _____
ADDRESS _____ ZIP CODE _____
E-MAIL ADDRESS _____ FAX NO. _____
AGENT - SAME - PHONE _____
ADDRESS _____ ZIP CODE _____
E-MAIL ADDRESS _____ FAX NO. _____
DESCRIPTION OF PROJECT To allow Continued use of the outdoor
patio seating at Irondequoit Beer Company
Seating up to 124 and recorded Live music.
APPLICANT OR AGENT (PRINTED): Michael Nolan
APPLICANT OR AGENT (SIGNATURE(S)) [Signature] DATE 4-18-24

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

FEE \$ 500.00 - Due.

DATE APPLICATION RECEIVED: _____



Application Meeting/Public Hearing Dates

Application Accepted and Required Referral(s) Issued: TB: Ceiling of the PH - 5-21-2024

Public Hearing Date (Please note: more than one hearing date may be required): TB: PH Date: 6-18-2024

Planning Board Referral (if required): TB: 5-20-2024, 6-10-2024 PBWCS Plus.

Other Required Dates (if required) _____



I-SQUARE, LLC

Making the dream of a better Irondequoit a reality

LETTER OF INTENT

April 18, 2024

Dear Irondequoit Town Board,

Per our settlement agreement with the Town of Irondequoit, please accept the attached application for a special use permit to allow the continued use of our outdoor patio seating.

The property is located at 775 Titus Avenue and is tax parcel ID # 076.15-6-56.11.

The area enclosed for outdoor dining will remain the same as it is now.

The outdoor seating capacity is 124 people.

We have recorded and live music playing on the patio.

Thank You,

Michael Nolan
Owner

The site plan illustrates the proposed development layout. Key features include:

- Buildings:** A 1-story frame building on the left, a 2-story brick building in the center, and a 3-story building on the right. A concrete patio is located between the 1-story and 2-story buildings.
- Parking:** A parking area is situated between the 1-story and 2-story buildings. A concrete curb is marked for removal.
- Infrastructure:** A highway reservation is shown at the top. A concrete curb is located along the highway. A concrete sidewalk is shown on the right side of the site.
- Other Features:** A concrete patio is located between the 1-story and 2-story buildings. A concrete curb is marked for removal.

26 tables = 124 seats

Mon-Tues Closed
Wed-Thurs 3-10pm
Fri-Sat 12-10pm
Sun 11-7pm

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") is entered into as of the last date of signature below (the "Effective Date"), by and between the **TOWN OF IRONDEQUOIT** (the "Town") and **I-SQUARE, LLC**, a New York limited liability company ("I-Square"). Collectively, the Town and I-Square are referred to herein as the "Parties" and each of the Town and I-Square, individually, are referred to as a "Party."

RECITALS

WHEREAS, I-Square owns and operates a commercial and residential development in the Town known as "I-Square" (the "I-Square Development"). The I-Square Development includes, *inter alia*, a cottage-style housing development for senior citizens known as the Brookside Cottages located at 775 Titus Avenue, Irondequoit, New York, as well as the Irondequoit Brewing Company (the "IBC"), which is located at the same address;

WHEREAS, I-Square received approval for its original site plan for the I-Square Development in July 2017 from the Town's Planning Board (the "Planning Board"). I-Square subsequently received approval for an expanded site plan, including the Brookside Cottages and other construction at a Planning Board meeting on May 21, 2018 (together, the "Approved Site Plan");

WHEREAS, on November 29, 2023, the Town filed an action in the Supreme Court of the State of New York, Monroe County (Index No. E2023014260) alleging that the as-built configuration of the I-Square Development failed to conform to the Approved Site Plan and violated the New York State Uniform Fire Prevention and Building Code (the "Fire Code") §§ 503.2.4 and 503.2.5 and the Town Code of the Town of Irondequoit (the "Town Code") §§ 235-85, 204-73, and 204-76 (the "Litigation");

WHEREAS, the Town moved for a temporary restraining order and preliminary injunction in the Litigation on November 30, 2023, to abate certain of the alleged Fire Code violations and the Court granted the Town's request for injunctive relief via an Order entered on January 18, 2024;

WHEREAS, the Parties have reached an agreement to fully and finally resolve any and all claims in the Litigation upon the terms set forth below;

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

1. Recitals and Definitions. The above recitals are true and correct and are hereby incorporated herein by this reference. All capitalized terms not defined herein shall have the meaning given to them in the Town's Complaint, dated November 29, 2023, filed in the Litigation.

2. I-Square's Undertaking.

a. I-Square shall keep in place in perpetuity the "No Parking" signs along the Brookside Cottages' Driveway that were installed following the Court's instruction on December 8, 2023;

b. Within seven (7) business days of the Effective Date, I-Square shall remove the lock or install a firelock, as approved by the Fire Marshal for the Town of Irondequoit, on the man-gate at the top of the retaining wall separating the IBC parking lot from the Brookside Cottages' Driveway which is necessary to allow first responders to access the dead-end of the Brookside Cottages' Driveway;

c. The Fire Marshal for the Town of Irondequoit shall inspect the Brookside Cottages' Driveway and, within his or her discretion, may approve the configuration of the Driveway as a fire apparatus access road following I-Square's compliance with subsections (a) and (b) above (but said approval shall not be unreasonably withheld). If the Fire Marshal denies such approval, this Agreement shall have no further force or effect;

d. Within seven (7) business days of the Effective Date, I-Square shall supply the Fire Marshal of the Town of Irondequoit, or other official designated by the Town, with an as-built drawing of the Brookside Cottages that reflects the correct location of the unit addresses for each unit therein. The Fire Marshal or other designated official shall work with the Monroe County 911 Center and any other appropriate entity to update addresses in the mapping software used by first responders, and I-Square shall cooperate to the extent necessary to accomplish the same;

e. Prior to April 30, 2024, I-Square shall submit a complete application to the Planning Board for final approval of the as-built configuration of the I-Square Development. Specifically, I-Square shall obtain final approval for the deviations from the Approved Site Plan as alleged by the Town in the Litigation, including:

- i. The number of residential units constructed in the Brookside Cottages;
- ii. The number of parking spaces built in the Brookside Cottages;
- iii. The parking lot in the northeast corner of the I-Square Development;
- iv. The curb cut in the parking lot along the west side of Lorraine Drive in

the I-Square Development; and

- v. The location of the outdoor dining area at the IBC and the number of seats thereof (subject to subparagraph 1 below; (which shall comply with the limits set by the Town Code, unless a variance or special use permit is obtained to exceed that allowance);
 - 1. I-Square acknowledges that the current outdoor seating capacity exceeds that which is allowed under the Town Code and, therefore, agrees to apply to the Town Board of the Town of Irondequoit (the "Town Board") for a Special Use Permit pursuant to Town Code § 235-28(A)(8). Nothing herein shall require the Town Board to approve the Special Use Permit (but said approval shall not be unreasonably withheld) or limit its ability to request modifications to or to impose conditions on the outdoor dining, but this Agreement shall have no further force or effect if the Special Use Permit is denied or I-Square is unable or unwilling to comply with the modifications or conditions imposed.

For the avoidance of doubt, nothing in the foregoing shall foreclose or prohibit the Planning Board from requiring any modifications to the items outlined in subparagraph (e) above as a condition of granting final approval, nor shall the foregoing require the Planning Board to grant final approval.

3. Stay of Litigation. To allow time for I-Square to complete the items set forth in Paragraph 2 above, the Parties agree to request a stay of the Litigation through June 14, 2024. If I-Square has not complied with the requirements set forth in Paragraph 2 above by June 14, 2024 (including by making any modifications required by the Planning Board) or if the Planning Board has denied final site plan approval, the stay shall be lifted and the Litigation shall proceed, except that, to the extent the Planning Board has requested modifications to the site and I-Square is making good faith efforts to comply, the Parties may agree to extend the stay. In the event the stay is lifted, this Agreement shall be of no further effect and shall not be admissible in evidence by either party for the purposes of establishing liability or in support of any defense.

4. Dismissal of the Action. Within three (3) business days of I-Square's receipt of final approval from the Planning Board, if any, and/or the Town's confirmation that any modifications to the site requested by the Planning Board have been made, if any, the Parties shall file a joint stipulation of dismissal discontinuing the Litigation.

5. Mutual Release. The Parties agree to the following mutual releases, effective only upon the dismissal of the Litigation pursuant to Paragraph 4 above:

- a. I-Square, on behalf of itself and any of its successors and assigns, members, managers, agents, employees, shareholders, attorneys, and anyone else acting on its

behalf hereby waives, releases, acquits, and forever discharges the Town, and all of its past, present, and future elected officials, employees, agents, attorneys, and anyone acting on its behalf (collectively, the "**Released Town Parties**"), from any and all claims, actions, causes of action, demands, liabilities, suits, administrative proceedings, damages, payments, charges, obligations, and judgments, whether arising by statute, in contract or tort, at law or in equity, under any theory of liability, whether presently known or unknown, whether asserted or unasserted, or recognized by the law of any jurisdiction, relating in any way to, in connection with, or in regards to the claims that were raised in the Litigation.

b. The Town, on behalf of itself and any of its past, present, and future elected officials, employees, agents, attorneys, and anyone acting on its behalf hereby waives, releases, acquits, and forever discharges I-Square, and any of its successors and assigns, members, managers, agents, employees, shareholders, attorneys, and anyone else acting on its behalf (collectively, the "**Released I-Square Parties**"), from any and all claims, actions, causes of action, demands, liabilities, suits, administrative proceedings, damages, payments, charges, obligations, and judgments, whether arising by statute, in contract or tort, at law or in equity, under any theory of liability, whether presently known or unknown, whether asserted or unasserted, or recognized by the law of any jurisdiction, relating in any way to, in connection with, or in regards to the claims that were raised in the Litigation. For the avoidance of doubt, the Town does not release I-Square from any liability for any existing or future violations that may be present at the I-Square Development that were not specifically raised in the Litigation.

6. Consideration. The actions described in Paragraphs 2-5, above, as well as any additional mutual promises and understandings referenced herein, shall be, and are agreed to be, sufficient and lawful consideration to support this Agreement and all mutual covenants and commitments made herein.

7. Nature of Agreement; No Admission of Liability. The Parties have agreed that the promises and covenants contained herein are not to be construed or act as an admission of liability by any Party with respect to the Litigation. The Parties agree and understand that the execution and delivery of this Agreement is made in compromise and that one of the benefits to entering into this Agreement is to avoid the costs and inconvenience of any proceeding with the Litigation.

8. Binding. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns.

9. Informed Consent. In entering into this Agreement, the Parties expressly warrant, represent, and agree that they are not relying on any statement or representation of any other Party that is not expressly set forth herein. The Parties hereto expressly disclaim reliance on any representation or statement not made in this Agreement in deciding to enter into this Agreement. The Parties are each represented by counsel who read and fully advised the Parties on the entire content of this Agreement and the legal consequences of the release contained herein.

10. Construction and Absence of Presumptions; Amendment. This Agreement has been negotiated by the respective Parties, and, in the event of a dispute as to the meaning or intent

of any of its terms, no Party shall be entitled to the benefit of the rule of construction that ambiguous terms should be construed against the drafter. No modification, amendment or waiver of any of the provisions contained in this Agreement, nor any future representations concerning the subject matter of this Agreement, shall be binding upon any Party unless made in writing and signed by such Party.

11. Entire Agreement. This Agreement contains the entire agreement and understanding concerning the Litigation or related subject matter between all the Parties, and there are no other agreements or representations in connection therewith.

12. Counterparts. This Agreement can be signed in multiple counterparts, each of which shall be deemed an original, fully enforceable counterpart for all purposes hereof, but all of which shall constitute one and the same instrument. For purposes of execution, signatures can be delivered by facsimile or by email, which shall be deemed to be an original.

13. Representations and Warranties. Each Party represents that it has the authority and standing to settle the Litigation.

14. Governing Law, Venue and Jurisdiction for Disputes. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of law provisions. Should any suit be brought to enforce or construe this Agreement, such suit must be brought exclusively in the Supreme Court of the State of New York, Monroe County.

15. Savings Provision. If any term or condition of this Agreement, or the application thereof to any entity or circumstance, is declared invalid or unenforceable for any reason, that part shall be severed from the balance of this Agreement, and neither the remainder of this Agreement nor the application of such term or condition to any other entity or circumstance shall be affected thereby, and each remaining term or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. Miscellaneous.

a. Wherever the context shall require, all words in this Agreement in the masculine gender shall be deemed to include the feminine and neutral gender, all singular words shall include plural, and all plural shall include the singular;

b. All covenants and agreements contained herein shall survive the execution of this Agreement.

c. Headings and captions contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

d. The individuals executing the Agreement represent and warrant that they have the authority to sign on behalf of their respective Parties.

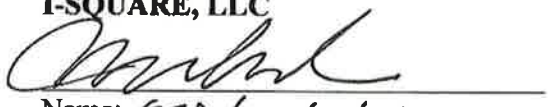
e. This Agreement may not be modified or altered, except in writing executed by all parties. A copy of this agreement will be acceptable as an original.

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by their duly authorized representatives.

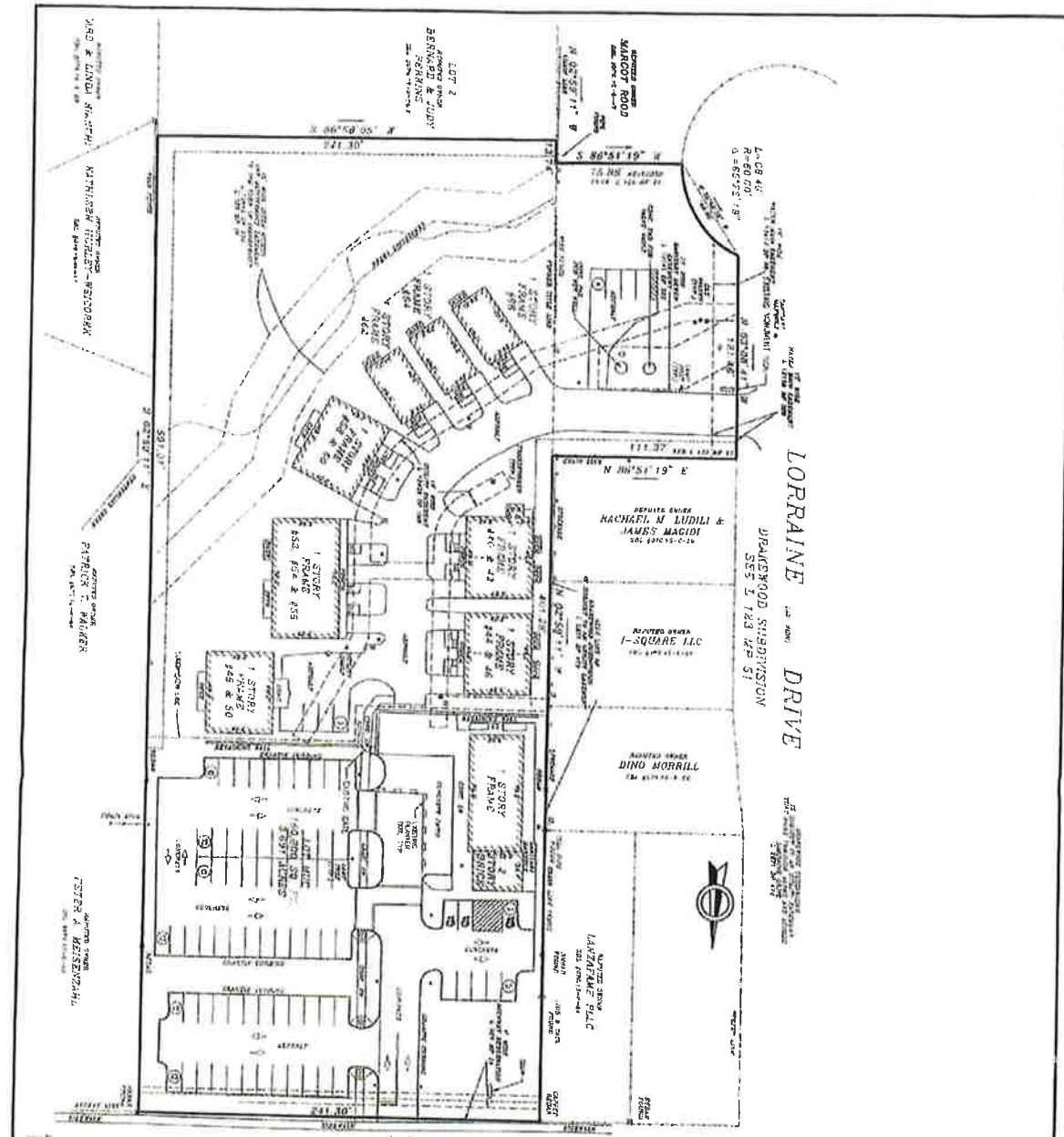
TOWN OF IRONDEQUOIT


Name: ANDRAE JAMES EVANS
Title: TOWN SUPERVISOR
Date: 4-17-2024

I-SQUARE, LLC


Name: Michael Nolan
Title: Member
Date: 4-18-24

4877-3428-9065.6



SITE DATA	
1. LOT 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.	

TYLin

255 East Avenue
Rochester, New York 14604
585-517-2010 | 585-897-3149

RECEIVED

FEB 14 2024

TOWN OF LORRAINE
COMMITTEE DEVELOPMENT

1-SQUARE SENIOR HOUSING

1-SQUARE, LLC

SITE PLAN

Dig Safely.

New York

800-962-7962

www.digsafely.org

TYLin

255 East Avenue
Rochester, New York 14604
585-517-2010 | 585-897-3149

1-SQUARE SENIOR HOUSING

1-SQUARE, LLC

SITE PLAN

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
I-SQUARE, LLC			
Name of Action or Project: I-SQUARE - TOWN CENTER DEVELOPMENT			
Project Location (describe, and attach a location map): 775 TITUS AVENUE			
Brief Description of Proposed Action: FINAL APPROVAL FOR SITE PLAN / AS BUILT DRAWINGS			
Name of Applicant or Sponsor: I-SQUARE, LLC		Telephone: 585-943-1941	
		E-Mail: MNOLAN@I-SQUARE.US	
Address: 85 EXCEL DRIVE			
City/PO: ROCHESTER		State: NY	Zip Code: 14621
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO ☒
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: TOWN BOARD - SPECIAL USE PERMIT FOR OUTDOOR DINING			YES ☒
3. a. Total acreage of the site of the proposed action? _____ 3.69 acres b. Total acreage to be physically disturbed? _____ 2.99 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 7.24 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action: ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland			

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

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE PERMANENT APPOINTMENT OF A RECREATION
LEADER IN THE IRONDEQUOIT RECREATION DEPARTMENT**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 18th day of June 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans

Town Supervisor

Ann Cunningham

Town Board Member

Grant Malone

Town Board Member

John Perticone

Town Board Member

Peter Wehner

Town Board Member

Harter Secrest & Emery LLP

Attorney for the Town

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

WHEREAS, on September 19, 2023, per resolution number 2023-215, Adam Mendez was appointed to the title provisional Recreation Leader; and

WHEREAS, Mr. Mendez has since taken the Recreation Leader examination; and

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

WHEREAS, the Director of Recreation recommends that the Town Board permanently appoint Mr. Mendez as Recreation Leader.

NOW THEREFORE BE IT RESOLVED that the Town Board authorizes the permanent appointment of Adam Mendez as a Recreation Leader in the Recreation Department to be paid an annual wage of \$41,787.20, which shall be drawn from budget code 001.7140.0100.1100.7146.

This resolution shall take effect immediately.

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

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

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING AN AMENDMENT TO THE 2024 BUDGET**

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 18th day of June, 2024, at 7:00 p.m. local time, there were

PRESENT:

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

Harter Secrest & Emery LLP	Attorney for the Town
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Town Board Member _____ offered the following resolution and moved its adoption:

WHEREAS, the Town was awarded a grant (the “Grant”) from the New York State Office of Parks, Recreation, and Historic Preservation in the amount of \$38,500.00 for a Reconnaissance Level Historic Resources Survey of the Town of Irondequoit as described in the grant award letter attached as **Attachment A** hereto; and

WHEREAS, on May 16, 2023, the Town Board authorized acceptance of the Grant in anticipation of the award; and

WHEREAS, at this time, it is necessary to amend the 2024 budget to reflect the acceptance of the grant and to appropriate funding for the survey as it was not anticipated in the 2024 budget; and

WHEREAS, the grant funding will be allocated to revenue account A1752000-438200 (NYS Grant) in the amount of \$38,500.00 and to appropriation account A1752000-541200 (contracted services-historian) in the amount of \$38,500.00 to fund this survey.

NOW THEREFORE IT BE RESOLVED, that the Town Board authorizes amending the 2024 budget to increase revenues and expenditures equally (\$38,500.00) to fund a Reconnaissance Level Historic Resources Survey of the Town of Irondequoit.

This resolution shall take effect immediately upon its adoption.

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

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



**New York State
Parks, Recreation and
Historic Preservation**

KATHY HOCHUL
Governor

ERIK KULLESEID
Commissioner

June 28, 2023

Rory B. Fitzpatrick, Town Supervisor
Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617

Re: FFY23 Historic Preservation Fund (HPF) Sub-Grant/Certified Local Government (CLG) Award

Dear Supervisor Fitzpatrick:

I am very pleased to advise you that your grant application to the FY23 CLG Grant program has been awarded in the amount of \$38,500.00. We are thrilled to support your efforts regarding the Reconnaissance Level Historic Resources Survey of the Town of Irondequoit.

The contract for your CLG subgrant will be processed online through the NYS Grants Gateway (grantsreform.ny.gov). Contract development, signing and approvals will take place within the Grants Gateway, which will be the official repository of all necessary documents. To begin the contracting process, your municipality must be registered in the Grants Gateway with a Grantee, Grantee Contract Signatory or Grantee System Administrator account. Assistance is available at the Grants Gateway Help Desk: 1-800-820-1890.

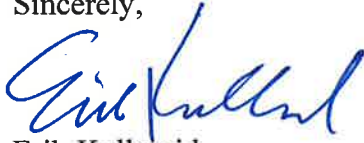
While the terms of your particular contract will be developed through the Grants Gateway, the following requirements apply to all FFY23 CLG grants: The project must be completed by **September 30, 2025**; grant extensions cannot be arranged. Interim reports on project accomplishments and expenditures will be due July 1, 2024. This is a reimbursement grant, requiring that expenditures be carefully documented according to the instructions in Attachment A-2, section II. F of the master contract. We can only reimburse expenditures for services rendered and products delivered within the funding period (October 1, 2022 to September 30, 2025). Within 60 days after completing the project, and no later than November 1, 2025, you must submit a payment request and final report, including a summary of your expenditures. You must maintain records of grant expenditures in your files for at least six years following completion of the project and make them available for audit on request.

If at any time you feel that you cannot meet the terms of the contract, or that changes are needed in the project budget and work plan, please inform the CLG staff member assigned to your region at once. The historic preservation project funded by this grant must be approved by the state historic preservation office and please note that it is the grantee's responsibility to upload the findings of the work to the NYS Cultural Resource Information System. We expect you to work closely with the Division for Historic Preservation staff to make sure that all project products meet state and federal standards. **Before beginning your survey project, please send your methodology to your Survey and National Register representative at the State Historic Preservation Office for approval.**

As a recipient of federal funds, you are required to comply with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act and to notify the public of their rights under these laws, as set forth in Attachment A-2 of the Master Contract.

Congratulations on your award. We share your enthusiasm for the project and look forward to working closely with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Erik Kulleseid".

Erik Kulleseid
Commissioner

A handwritten note in blue ink that says "Congratulations!".

cc: Diana Marsh, Comptroller
Christopher Brandt, Chairperson, Historic Preservation Commission

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING AN AGREEMENT
FOR A TOWN-WIDE RECONNAISSANCE-LEVEL HISTORIC RESOURCE SURVEY**

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 18th day of June, 2024, at 7:00 p.m. local time, there were

PRESENT:

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

Harter Secrest & Emery LLP	Attorney for the Town
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Town Board Member _____ offered the following resolution and moved its adoption:

WHEREAS, the Town of Irondequoit Historic Preservation Commission (“HPC”) is in the process of completing an inventory and catalog of all the Town’s historical resources (the “Project”); and

WHEREAS, the HPC is in need of professional assistance to complete a town-wide reconnaissance-level historic resource survey for the Project; and

WHEREAS, pursuant to Town Code Section 51-10, the Town, through the HPC, issued a Request for Proposals for a town-wide reconnaissance-level historic resources survey (the “RFP”); and

WHEREAS, RFP responses were due to the HPC by April 25, 2024; and

WHEREAS, the HPC received three responses to the RFP; and

WHEREAS, the HPC convened an RFP selection committee (the “Committee”) that reviewed the responses and conducted interviews of the responders; and

WHEREAS, at the conclusion of the interviews and after reviewing all relevant RFP materials, the Committee recommends that the Town hire kta preservation specialists of Buffalo, NY, to complete the requested town-wide reconnaissance-level historic resources survey (a copy of the Committee’s recommendation to the Board is **Attachment A** hereto); and

WHEREAS, funding for these services was secured by the HPC through a FY2023 Certified Local Government Grant from the New York State Office of Parks, Recreation, and Historic Preservation accepted and approved by the Town Board per resolution 5A2023-8 of the May 16, 2023 meeting, and is located in account A1752000-541200.

NOW THEREFORE BE IT RESOLVED, that the Town Board awards a contract for a town-wide reconnaissance-level historic resources survey to kta preservation specialists, and authorizes the Supervisor to enter into an agreement with kta preservation specialists for such services on the terms found in the RFP (**Attachment B**) and kta's response to the RFP dated April 16, 2024 (**Attachment C**), which agreement shall be approved in substance and form by the Attorney for the Town.

This resolution shall take effect immediately upon its adoption.

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

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



a town for a lifetime
IRONDEQUOIT *New York*

June 6, 2024

Irondequoit Town Board
1280 Titus Avenue
Rochester, NY 14617

Re: Town-wide Reconnaissance-Level Historic Resource Survey

Dear Members of the Town Board

As you know, the Town of Irondequoit Historic Preservation Commission (HPC) was recently successful in obtaining a grant from the New York State Office of Parks, Recreation, and Historic Preservation (SHPO) to perform a town-wide reconnaissance-level historic resource survey. This survey will enable the community and the HPC to identify existing historic resources, and determine future planning priorities and historic designations at local, state, and federal levels.

A Request for Proposals was issued on March 21, 2024. Three proposals were received, and the submitters of those proposals were interviewed the week of May 27, 2024 by a selection committee comprised of a representative of the Town Board (Deputy Supervisor Peter Wehner), a representative of the Supervisor's office (Communications Director, Samantha McManus), the Town Historian (Gregory Merrick), and two (2) members of the HPC (Vice Chair, Mark Johns and Member, Jennifer Ahrens). All three firms were qualified and capable of performing the historic survey, but one stood out as most qualified to the selection committee.

Kta preservation specialists of Buffalo, NY was chosen by the selection committee as the recommended consultant for a variety of reasons including: their experience and qualifications in preparing similar reconnaissance-level historic resource surveys; their comprehensive proposal and presented scope of work; the very positive feedback from references familiar with their work; they were very comfortable with providing the requested deliverable within the specified budget and schedule; and their proposed utilization of our volunteers who will assist with the study. For all these reasons the HPC, based on the advice and direction of the selection committee, recommends that the Town of Irondequoit award of the Town-wide Reconnaissance Level Historic Resource Survey project to kta preservation specialists.

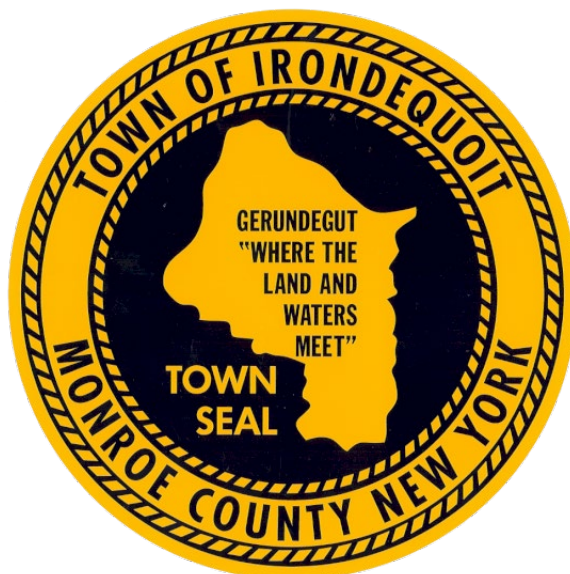
Thank you for your consideration in this matter.

Sincerely,

The Irondequoit Historic Preservation Commission
Christopher Brandt, Chair | Mark Johns, Vice-Chair
Jennifer Ahrens, Sarah Corona, Bruce Dumbauld, Anne Himes, and Greg Walther, Members

REQUEST FOR PROPOSALS

Town-Wide Reconnaissance-Level Historic Resource Survey



RFP Release Date: March 21, 2024

The Town of Irondequoit seeks proposals from qualified consultants with documented expertise in historic preservation to conduct Irondequoit's first town-wide reconnaissance-level historic resource survey. This work will be part of a larger holistic effort to evaluate and assess that Town's incorporation of historic preservation in their overall planning process. The consultant selected as part of this Request for Proposals will enter into a contract with the Town of Irondequoit to perform the professional services herein described.

Questions regarding the RFP should be emailed no later than **April 11, 2024**, to:

Gregory Merrick, Historian
Town of Irondequoit
gmerrick@irondequoit.gov
Subject Line: "RFP: Irondequoit HRS"

Two (2) printed copies and one (1) digital copy of complete proposals must be received no later than **11:00AM (EST) on April 25, 2024**, by:

Gregory Merrick, Historian
Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617
gmerrick@irondequoit.gov
Subject Line: "RFP: Irondequoit HRS Proposal"

BACKGROUND

INTRODUCTION TO THE TOWN OF IRONDEQUOIT

The Town of Irondequoit is bordered on three sides by bodies of water, the Genesee River to the west, Lake Ontario to the north, and Irondequoit Bay to the east, giving rise to its historic Haudenosaunee placename “where land and waters meet.” Established in 1839 as a town within Monroe County, it was a predominately rural municipality characterized by an agrarian economy and early waterfront resort communities until the early twentieth century when it transformed to a densely populated inner-ring suburb of the City of Rochester known for its array of interwar and mid-century neighborhoods of homes interwoven among the vestiges of its nineteenth century past and scenic parklands. This history of development created a cultural landscape rich with historic architecture and designed landscapes that give the town a unique sense of place.

Irondequoit is home to approximately 51,000 people, with residential buildings making up just over 90% of the 21,000 parcels within its borders.

A BRIEF HISTORY OF THE TOWN OF IRONDEQUOIT

Refer to the introductory history written by Patricia Wayne, Former Town Historian at the link below:
<https://www.irondequoit.gov/232/History>

TOWN OF IRONDEQUOIT HISTORIC PRESERVATION COMMISSION

The Historic Preservation Commission was formed in 2001 to preserve and protect local historic sites and foster civic pride in and awareness of the history of the Town of Irondequoit. It reviews and approves applications for landmark designation and certificates of appropriateness for proposed changes to designated landmarks as authorized in the Town code. In addition to its designation and review powers, the commission also conducts surveys of landmarks and historic districts, increases public awareness of local history through public education, and advises Town government on acquiring landmark structures and on the utilization of state, federal, and private funds to promote historic preservation efforts. The Town is a Certified Local Government in accordance with the 1980 amendment to the National Historic Preservation Act of 1966.

PRE-EXISTING HISTORIC SITES AND DISTRICTS WITH THE TOWN:

Locally Designated:		National Register Listed:
• 450 Avondale Road • 101 Chestnut Hill Drive • 2905 Culver Road • 3390 Culver Road • 4535 Culver Road • 763 Helendale Road • 1562 Portland Avenue • 630 Rock Beach Road • 2523 St. Paul Boulevard • 2524 St. Paul Boulevard • 3146 St. Paul Boulevard • 3736 St. Paul Boulevard	• 4185 St. Paul Boulevard • 4265 St. Paul Boulevard • 690 Titus Avenue • 1280 Titus Avenue - Town Hall - Cobblestone Blacksmith Shop - Pioneer House • 21 Walzer Road • 288 Wimbledon Road • 959 Winona Boulevard	• 1928 Rochester Democrat & Chronicle Master Model Home • Tall Maples Miniature Golf Course • United Congregational Church of Irondequoit
		National Register Eligible:
		• Fairview Subdivision Historic District • Rogers Fruit Farms Subdivision Historic District • St. Thomas the Apostle Roman Catholic Church Complex • Seneca Park Tract Subdivision Historic District • Wimbledon Road Historic District

PROJECT DESCRIPTION

GENERAL INFORMATION

This town-wide reconnaissance-level historic resource survey is funded in large part by a FY2023 Certified Local Government Grant from the New York State Office of Parks, Recreation, and Historic Preservation (SHPO). Members of the Historic Preservation Commission and its staff liaison, which include architects, a landscape architect, landmark property owners, and local history buffs as well as the Town Historian, will actively support the selected consultant as volunteers by providing the selected consultant with collected resources on the town's history, initial guidance on town history and architectural resources, assistance in reviewing town historian files and entering consultant provided data into the SHPO Cultural Resources Information System (CRIS), collaborating on public outreach, and engaging with the Irondequoit Historical Society, an independent private non-for-profit, who may further supplement the above assistance. Town Staff within the Department of Community Development will assist the selected consultant with accessing both current and historic maps and requested building information held by the town in its archives if available.

INTENT AND SCOPE OF WORK

It is the intent of the town of Irondequoit to have the selected consultant provide an above-ground, reconnaissance-level survey of all the potential historic resources within its municipal boundaries. The survey results will provide the information necessary for the community to identify their potential existing historic resources. The survey will also provide information for determining future intensive level surveys, planning priorities and historic designation at local, state, and federal levels.

The selected consultant will develop a project work plan and coordinate with the Historic Preservation Commission to schedule meetings and public outreach. The consultant will develop a survey methodology in direct consultation with SHPO. This methodology must be approved before beginning any preliminary work on the survey.

The selected consultant will use readily available resources and previous survey information in their work, and will conduct field work and reasonable research to identify those historic resources which merit intensive level investigation and designation according to guidelines set forth by National Park Service National Register Bulletin #24 and the SHPO guidelines attached to this RFP.

A preliminary not-to-exceed budget of \$38,500 has been set for consultant fees to complete this project. Consultant shall stipulate or advise in their proposal the quantity of volunteer support needed from members of the Commission and/or the achievable survey scope and phasing required to meet or exceed the project goals within the set compensation.

SURVEY AREA

The survey area will incorporate all areas within the town of Irondequoit. This shall include residential neighborhoods, commercial areas, public/community/religious buildings, parks/designed landscapes, and agricultural buildings/structures. The resources to be surveyed shall include all that are 45 years of age or older and potentially historic and/or architecturally significant. Refer to the attached town map.

SURVEY REPORT REQUIREMENTS

The final survey report compiled by the consultant shall include the following:

1. Introduction: A description of the survey, its objectives, and its extent, including the area and the number of buildings surveyed. A summary of previous surveys undertaken in the community by federal, state, or local governments or private agencies, organizations or individuals shall be included.
2. Methodology: A detailed description of the survey methodology as approved by SHPO and preparation of relevant National Register evaluation criteria, local landmark criteria, and integrity thresholds specifically tailored to Irondequoit for future designations shall be included.
3. Historic Overview: A detailed and illustrated history of the survey area that provides a chronological narrative of the town's development from prehistory to the present-day. The historic overview should identify important historic themes and contexts including, but not limited to: settlement, transportation, industry, recreation, religion, ethnic traditions, education, commerce, and government.
4. Historic Resource Overview: Summary of existing significant historic resources, organized by property type, which provides information on how the historic themes above are expressed in the architecture and/or designed landscape fabric of the town with specific examples of significant historic buildings/structures/properties for each type.
5. Recommendations: Summary of advice for further action after completion of the survey to be developed with guidance and input from SHPO, town staff, and members of the historic preservation commission.
6. Annotated Property List: Inventory of historic resources (individual, district and multiple) that meet one or more of the criteria described under the methodology section. A description of the potential resource(s) shall include:
 - a. Preliminary historic context for all resources including an overview of the history of the area(s);
 - b. If considered a district, predominant architectural styles, and exterior materials within the proposed boundaries;
 - c. If considered an individual or multiple resource, general individual descriptions of each;
 - d. Determine approximate dates of construction;
 - e. Suggest potential period(s) of significance;
 - f. Provide preliminary boundary justifications, including maps;
 - g. Any known potential impacts or threats.

Note that all information resulting from the survey work will need to be entered into CRIS Trekker that will then be used to create a report. Photographs for identified resources are required to meet the following standards:

- Potential districts – streetscape photos within the potential districts, as well as photos representative of each potential district's character and predominate architectural styles.
- Potential individual or multiple resources – photos of each resource.

Identify resources reviewed and deemed not significant enough for a future intensive-level survey.

7. Bibliography: Identification of sources used in development of the survey report.

PROJECT DELIVERABLES:

- Monthly brief written project update memorandums shall be submitted to the Town Historian for presentation to the Historic Preservation Commission and Town Board.
- A written project progress report shall be submitted to the Town Historian no later than November 19, 2024, for submission to SHPO.
- Draft of Survey Report for review by SHPO, town staff, and commission members.
- Final Survey Report:
 - Digital: PDF(s) of complete report and all appendices. Individual files of all photographs used in the report with descriptive file names.
 - Printed: Two (2) printed and bound copies of report and all appendices.
- Public Presentations to introduce the project at the beginning and to review the report findings at the end of the project in collaboration with the Historic Preservation Commission.

PRELIMINARY PROJECT SCHEDULE: *(Final schedule to be established with selected consultant)*

03/21/24	Issue Request for Proposals
04/11/24	Deadline for receipt of questions
04/11/24 - 04/18/24	Placeholder for Issuance of Addenda
04/25/24	Submission date for Response to RFP
04/26/24 - 05/10/24	Review of Proposals and Consultant Interviews
05/22/24	Notice of Preliminary Award of Contract
05/22/24 - 06/14/24	SHPO review of draft consultant contract
06/17/24	Notice to Proceed
07/01/24	Project Progress Report Due <i>(Provided by Irondequoit HPC)</i>
07/23/24	Survey Report Methodology Due
08/27/24	Public Presentation and Introduction to Project
09/17/24	Draft Historic Overview Due
11/19/24	Field Work Complete and Project Progress Report Due <i>(Provided by Consultant)</i>
01/21/25	75% Draft Survey Report Due
02/18/25	Draft Survey Report Due
03/18/25	SHPO Review of Draft Survey Report Completed
05/20/25	Final Survey Report Due
05/27/25	Public Presentation of Report Findings

SUBMISSION REQUIREMENTS

ALL RESPONSES TO THIS RFP SHALL INCLUDE THE FOLLOWING:

- An overview and general resume of the firm/organization.
- Description of the firm/organization's experience in historic preservation.
- Description of the project team's organization and specific personnel roles including resumes. If subconsultants are to be used, their resumes and role on the project team should be included.
- Descriptions of a minimum of three (3) previously completed historic resource survey projects, including contact information for client representatives of these projects.
- Description of proposed methodology to accomplish the required tasks and project schedule as outlined in the scope of work. Include the organization and management plan for this project.
- Not-to-exceed lump-sum cost proposal, inclusive of all personnel and benefit costs, travel expenses, printing and reproduction costs, and all other associated costs to complete the work. The lump-sum may be broken down into phases of service at the discretion of the consultant.

MINIMUM FIRM QUALIFICATIONS:

- Consultant firms/organizations and project team personnel must meet the Federal Standards 36 CFR 61 qualifications for History and/or Architectural History, and have familiarity with the National Register Criteria for Nomination.
- Consultant firm/organization must have a demonstrated and sustained experience performing professional services on similar projects for a minimum of ten (10) years.
- Project personnel must have a demonstrated and sustained experience performing professional services on similar projects for a minimum of five (5) years. Personnel with less experience may work on the project in a supporting role so long as a qualified project team member directly supervises them.
- Selected Consultant shall provide the following minimum insurance coverage:
 - Comprehensive professional liability insurance with limits no less than \$250,000 aggregate which shall insure against acts which are in the nature of the professional services performed as required for the scope of this project. Such insurance shall be maintained for the entire life of the contract.
 - Worker's Compensation Insurance covering all persons engaged in work under this contract to the full statutory limits stipulated in the NYS Compensation Act.
 - Automobile Liability Insurance covering all persons that will perform work on the project.
- Project personnel and firm shall not have a conflict of interest with the Town of Irondequoit and/or its Historic Preservation Commission.

SELECTION PROCEDURE AND CRITERIA

SELECTION PROCEDURE:

All proposals received by the Town of Irondequoit by the deadline will be privately opened. There will not be a public opening of the proposals.

Upon review of the proposals in the context of the evaluation criteria identified below, the Town of Irondequoit may schedule an interview with one or more of the most qualified firms (short list). During the interview process, selected firms will be given approximately 45 minutes to present their proposals and answer questions from Town staff and members of the Historic Preservation Commission. The firms invited for an interview will also be asked to bring samples of work product from similar projects. At the conclusion of the interviews, the Town of Irondequoit will rank the firms according to its determination of the firms' qualifications and work plan.

The Town of Irondequoit will then negotiate a contract with the highest-ranking firm. Upon successful negotiations the firm will be selected to perform the professional services. If the Town of Irondequoit and the most qualified firm are not successful in negotiating a contract, then the negotiations will be terminated and the Town will begin negotiations with the second most qualified firm, according to its rankings, and so on, until a mutually agreed upon contract can be negotiated between the Town and a qualified firm.

The Town of Irondequoit reserves the right to make its selection based on its sole judgment and further reserves the right to reject any and all proposals.

EVALUATION CRITERIA:

All complete proposals received by the Town of Irondequoit will be evaluated under the following qualifications:

- General quality, completeness, and responsiveness of the proposal.
- Degree to which the proposal addresses all items in the Project Description and scope of work.
- Firm/organization qualifications and experience on similar projects.
- Project understanding, methodology, and work plan.
- Project team and personnel qualifications and experience.
- References from, and past performance on similar projects.
- Balance of Proposed Fee, Scope of Work, and level of Volunteer Assistance

ATTACHMENTS

1. Town Map
2. SHPO Reconnaissance-level Historic Resource Survey Guidelines
3. NYS Agency Specific Terms and Conditions: Certified Local Government Subgrants
4. NYS Program Specific Terms and Conditions: Certified Local Government Subgrants

PROPOSAL & QUALIFICATIONS

Town of Irondequoit, New York

Proposal – Town-Wide Reconnaissance Level Historic Resource Survey

*The enclosed proposal is in response to the RFP for the preparation of a
Reconnaissance Level Historic Resource Survey for the Town of Irondequoit.*

kta preservation specialists

~cultural resource management~

16 April 2024

kta preservation specialists

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kta preservation specialists

422 Parker Avenue
Buffalo, New York 14216
Phone: 716.864.0628
email: ktraynor@kta-preservation.com

16 April 2024

Gregory Merrick, Town Historian
Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617

Dear Gregory Merrick,

Please find enclosed **kta preservation specialists'** proposal in response to the Town of Irondequoit's RFP for the Preparation of a Town-Wide Reconnaissance Level Historic Resource Survey. Included in the proposal is the work scope and team structure necessary to complete the survey for the City of Buffalo, statement of qualifications, key personnel, references, proposed work plan, schedule, and fee.

Kta is a small, Buffalo based WBE cultural resources management firm founded in 1999. We have produced numerous preservation planning projects in the areas of architectural history, historic architecture, and preservation planning that provide guidance and recommendations for the treatment of cultural resources. All work performed is in compliance with the requirements of Section 106 of the National Historic Preservation Act of 1966, as amended, NEPA 1969, Executive Order 11593, the Archaeological and Historic Preservation Act of 1974. All persons working on this project meet and exceed the professional qualifications set forth in 36 CFR 61 (Professional Qualification Standards) and by the Secretary of the Interior (48 CFR Part 44738-9) for History, Architectural History, Architecture, and Historic Architecture. **Kta** provides comprehensive architectural and material fabric studies, cultural resource surveys, national/state register nominations, local landmark and district nominations, inventories of historic properties, and Federal Historic Tax Credit Projects. Our experience in the field, and track record of delivering a quality product on time, and on budget, is unmatched.

Kta has been completing numerous reconnaissance and intensive level surveys to meet compliance for either Section 106 or Section 14.09, and to assist local governments, not-for-profits, and other agencies in their preservation planning efforts since 1999. We bring significant expertise to this scope of work. We have extensive experience in survey work, historic research, national register nominations for buildings and districts, and material fabric documentation and restoration. This experience includes projects ranging from the compilation of broad historic contexts to in-depth surveys, HABS/HAER documentation, cultural landscape reports, and existing conditions documentations. All of these require an understanding of National Register criteria and the *Secretary of the Interior's Standards* to define historic contexts and character defining features, to develop a preservation plan for districts, buildings, and sites including new additions and construction, and rehabilitation. It is this expertise, experience, and excellence that **kta** will bring to the preparation of the Historic Resource Survey for the Town of Irondequoit, New York.

The qualifications and proposal outlined in the following illustrate **kta's** commitment to, and expertise in Cultural Resource Management and Preservation Planning. We look forward to the opportunity to use these skills working with the City of Buffalo, key stakeholders, and the community in preparing the Reconnaissance Level Historic Resource Survey for the Town of Irondequoit that is accessible, user-friendly, and compliant with the *Secretary of the Interior's Standards*.

Sincerely yours,



Kerry L. Traynor, President
Preservation Specialist

cta preservation specialists

~cultural resource management~

EXPERIENCE AND CAPACITY

CTA Preservation Specialists is a small, WBE historic preservation consulting firm founded in 1999. Cta specializes in the areas of architectural history, historic architecture, and preservation planning. Our projects include historic architectural studies and environmental compliance procedures, including historic building analyses and interpretation, and involvement in historic building rehabilitation programs. cta provides reconnaissance level historic resource surveys, comprehensive architectural and material fabric studies, National Register nominations, local landmarking, National historic district certifications, inventories of historic properties, and State/Federal Historic Tax Credit Projects. We help public and private developers, and other clients comply with local, state, and federal preservation laws that regulate cultural resources. Our work is performed to the highest standards and always in cooperation with state regulatory agencies such as the Office of Parks, Recreation and Historic Preservation, the New York State Museum, and the Department of Environmental Conservation. We have conducted numerous reconnaissance and intensive level surveys and National Register Nominations for individual properties and historic districts, demonstrating the preservation expertise we can use in preparing the Town-Wide Reconnaissance Level Historic Resources Survey of the Town of Irondequoit. Our experience in the field, and track record of delivering a quality product on time, and on budget, is unmatched in this region.

Kerry Traynor, principal investigator for architectural history and historic architecture, is qualified under 36 CFR 61 (Professional Qualification Standards) and by the Secretary of the Interior (48 CFR Part 44738-9) for History, Architectural History, Architecture and Historic Architecture. She has a diverse background including work in the private and public sectors, as well as in academia. Her experience has included teaching architecture and landscape architecture history, award-winning historic preservation planning studios and design studios at the collegiate level; scholarly research and publication, and she was 'Restoration Project Manager' for the Kentucky Heritage Council, State Historic Preservation Office. Having worked for the Kentucky SHPO office, Ms. Traynor has a unique understanding of the preparation of historic resource surveys, material fabric studies, and preservation and maintenance planning from the perspectives of a representative of a State Historic Preservation Office, as well as a private consultant.

Annie Schentag, lead architectural historian, received her Ph.D. in Architectural History from Cornell University in 2017. She is qualified under 36 CFR 61 (Professional Qualification Standards) and by the Secretary of the Interior (48 CFR Part 44738-9) for History and Architectural History. She has worked in the field of historic preservation since 2010. Since 2017, she has personally led cta's efforts to complete nearly a dozen National Register historic district nominations, around one hundred individual National Register nominations, and many large-scale (1000+ buildings) intensive and reconnaissance-level surveys in New York State. As the primary architectural historian at **cta**, and a partner in the company, she specializes in archival, digital, and on-site architectural historic research and writing National Register nominations. Like Kerry,

Annie also works in academia. She teaches in the fields of urban planning, environmental design, and art and architectural history at the undergraduate and graduate levels. In both her teaching and her publications, as well as her work at **kta**, Dr. Schentag strongly emphasizes the inclusion of marginalized populations and experiences by placing them at the center of her approach to historiography and preservation. Together, Kerry and Annie have over 40 years' experience in Historic Preservation and Preservation Planning.

kta has worked on many similar projects to the Town-Wide Reconnaissance Level Historic Resources Survey of the Town of Irondequoit, bringing significant expertise to this scope of work. We have extensive experience in survey work, ranging from the compilation of broad historic contexts to in depth Reconnaissance Level Surveys requiring intensive historic research and reports, photo documentation, and mapping. Just in the last few years, kta preservation specialists conducted Reconnaissance Level Surveys for the City of Buffalo (10,000+ properties in South Buffalo), City of North Tonawanda (1000+ properties), and University Heights neighborhood in Buffalo (2000+ properties). All three of these also resulted in the additional preparation of large National Register historic district nominations (500+ properties each). Kta preservation specialists has also conducted numerous Phase I Cultural Resource surveys, including the Allen Street Extension and the Albright Knox in Buffalo as well as projects in Ellicottville, Watertown, and Onondaga County. We also complete numerous projects involving National Register nominations, Parts 1, 2, and 3 for Historic Tax Credit projects, and Section 106 Compliance. It is this level of expertise, experience and excellence that kta brought to the *Updated Reconnaissance Level Survey* that we will bring to the Town-Wide Reconnaissance Level Historic Resources Survey of the Town of Irondequoit.

PROJECT APPROACH

Kta has been conducting reconnaissance and intensive level surveys since 1999. While the technical methodology as described below must be consistent with established standards, the approach and strategy to each survey are different because each building, each neighborhood, and each city, town, or village is different. Our approach considers the character defining features and story that make a building, a neighborhood, a district, and a city, town or village unique. The research and documentation produced during the preparation of the Town-Wide Reconnaissance Level Historic Resource Survey for the Town of Irondequoit will be easily understandable and adaptable so that it may be used as a basis to guide future preservation work in the area (listing the district on the State and National Register) that is consistent with the requirements of local preservation ordinances, the New York State Office of Parks Recreation and Historic Preservation (SHPO), and the National Park Service (NPS).

Kta preservation specialists has conducted numerous Reconnaissance Level Historic Resource Surveys including: South Buffalo (Phase 1+2; 10,172 properties), the Town of Amherst, the City of North Tonawanda (1000+ properties), and University Heights neighborhood in Buffalo (2000+ properties). All of these have resulted in the additional preparation of large National Register historic district nominations (500+-5000+ properties each).

Technical Methodology

The Reconnaissance Level Historic Resource Survey for Town of Irondequoit will be conducted using a methodology in accordance with the New York State Education Department's *Work Scope Specifications for*

Cultural Resource Investigations (NYSED 2004). The methodology and criteria used to evaluate properties are codified in the *Code of Federal Regulations, Title 36: Part 60* and reprinted in the National Park Service Publication *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation*. The guidelines followed for the evaluation and identification of National Register Eligible properties/districts are contained in the National Park Service Publications *Standards and Guidelines for Evaluation; Standards and Guidelines for Identification*; and *Guidelines for Local Surveys: A Basis for Preservation Planning*. Consultation with the Survey and National Register Coordinator at the SHPO, and other stakeholders and interested parties will be ongoing throughout the process to identify guidelines and criteria of specific relevance to the history of the properties in the survey area. By applying the strict rigor of the Department of the Interior (NPS), in addition to state and local criteria for evaluation, a comprehensive intensive level survey of the historic resources will be produced.

Reconnaissance Level Historic Resource Survey Work Scope

The reconnaissance level historic resource survey to investigate and determine the eligible properties within the Town of Irondequoit will be conducted in the field through pedestrian-level and windshield surveys, archival and literature searches, and historic map analysis. The intent is to identify guidelines and criteria of specific relevance to the history and property types in the study area.

Historic Context Analysis & Evaluation

Historic research will be conducted to establish a historic context. Archival and literature research, and site file searches of local and state resources including, but not limited to the New York State Cultural Resources database (CRIS), Local History Archives, City/Town Planning and Engineering Departments, will be conducted.

A thorough study and analysis of the historic trends and themes that influenced social, cultural, economic, political, and growth and development in the Town of Irondequoit on a local, state, national, and international level will be conducted. How these developments were manifest in the built environment will be studied using a historic map analysis of the area to identify broad development patterns that can then be evaluated in conjunction with the historic trends and themes identified. The study and analysis of historic trends and themes, in conjunction with survey fieldwork in the defined Town-Wide survey area of the Town of Irondequoit will provide the information necessary to evaluate the properties applying all of the National Register Eligibility Criteria to determine both individually potentially eligible properties, and the potential for a historic district and/or a multi-property district.

Survey & Fieldwork

The survey fieldwork will identify all properties (buildings, structures, sites, historic districts) within the area. This includes looking into the area to ensure a full capture of eligible properties. This research will also look at properties that have been previously determined eligible for inclusion in, or are already listed in the New York State and National Registers of Historic Places using CRIS.

The survey fieldwork will be conducted using the Trekker mobile survey application. Upon completion of the fieldwork the digital Trekker survey forms will be submitted to the Survey/National Register Unit Staff for review.

In addition to field investigation, the following sources will be reviewed by **kta** to identify any previously recorded historic properties located within the project area:

- consultation with SHPO;
- the State and National Register of Historic Places (S/NRHP);
- CRIS
- previous cultural resource survey reports, historic property evaluations and National Register nominations.

Survey Data

All basic property data for potentially eligible individual properties (that is, properties that appear to individually meet the National Register criteria) will be entered into CRIS database using the CRIS Trekker app. The intensive level data to be entered in CRIS for individual properties will include:

- Location on GIS map in CRIS
- Building address
- Resource type (building, structure, object, site)
- Approximate date of construction
- Name of architect/builder
- Outbuildings or landscape features: yes/no and type
- Current use
- Historic use
- Ownership information
- Brief physical description, including integrity
- Brief significance statement, including current/proposed criteria of significance
- Contributing or non-contributing status
- Historic images or resources
- Digital photograph (JPEG) of exterior

All work performed will be in compliance with the requirements of Section 106 of the National Historic Preservation Act of 1966, as amended, NEPA1969, and Executive Order 11593. The methodology and evaluation criteria used to evaluate properties are codified in the *Code of Federal Regulations, Title 36: Part 60* and reprinted in the National Park Service Publication *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation*. The guidelines followed for the evaluation and identification of National Register Eligible properties are contained in the National Park Service Publications *Standards and Guidelines for Evaluation*; *Standards and Guidelines for Identification*; and *Guidelines for Local Surveys: A Basis for Preservation Planning*. The intent is to identify guidelines and criteria of specific relevance to the history and property types in the study area. By applying the strict rigor of the Department of the Interior (National Park Service), in addition to state and local criteria for evaluation, a comprehensive architectural survey of the entire Town of Irondequoit will be produced following the Reconnaissance Level Historic Resource Survey format. The survey will be completed by a principal investigator and architectural historian who are 36 CFR 61 qualified, and also meet the professional qualification standards set forth in the *Secretary of the Interior's Professional Qualification Standards* (48 CFR Part 44738-9). The final product will be a Town-

Wide Reconnaissance Level Historic Resource Survey of the Town of Irondequoit conforming to SHPO Standards.

DELIVERABLES

Kta will provide the client will all documentation generated during the creation of the final product, including, but not limited to,

- conducting preliminary research and fieldwork,
- meeting minutes with SHPO, key stakeholders, and community members,
- documenting buildings and survey area with photographs, maps, and graphics,
- uploading all required survey information and documentation into CRIS,
- and writing and producing the final report.

Upon completion of the fieldwork the digital CRIS Trekker survey forms will be submitted for review by Survey/National Register Unit Staff.

One (1) brief memorandum submitted each month to the Town Historian, providing project updates.

One (1) copy of the DRAFT report will be submitted to the client in electronic format for review and comment. The DRAFT report will also be submitted to the NYS-OPRHP for review and comment.

One (1) copy of the FINAL report will be submitted to the client in electronic format (pdf), along with individual files of all photographs used in the report with descriptive file names. One (1) copy of the FINAL report will also be submitted to the NYS-OPRHP in electronic format (pdf). Two (2) printed and bound copies, including all appendices, will be submitted to the client as well.

Included will be any images, maps, diagrams and additional files created and compiled during the preparation of the historic resources survey to the client. An Annotated Properties List (Excel) will also be completed and submitted into CRIS. The survey report will follow the Reconnaissance Level Historic Resource Survey format.

- The Annotated Property List will include the property name (if any); address; municipality; county; USN (if any); current NRHP status; current/proposed NRHP criteria/recommended areas(s) of significance; integrity; recommended NRHP status; and a primary image. In order to propose NRHP criteria and recommend area(s) of significance a historic context will be developed.
- The final report will include all of the information and follow the outline as described in the table of contents in the RFP.

Community Meetings: Participation in two (2) community meetings. During the first meeting (information session/outreach) **kta** can provide an overview of the project and the methodology that will be undertaken. Additionally, **kta** will answer any questions the community might have in order to ensure that community members are aware of the project and the potential outcomes. During the second public meeting **kta** will present the findings and recommendations based on the Reconnaissance Level Historic Resource Survey for the Town of Irondequoit. Meetings will be held in-person and streamed virtually in order to attain the highest amount of viewership and to accommodate the variety of needs of the community. Any meeting minutes, handouts, presentations, or additional materials will be included in the digital files provided to the client upon completion. Additional meetings may be requested by the client, if needed.

Location:
North
Tonawanda, NY

Client: City of
North Tonawanda

Services:
Reconnaissance
Survey, National
Register District
Nomination

SWEENEY ESTATE

NATIONAL REGISTER NOMINATION

After completing a Reconnaissance Survey of about 2000 properties, kta prepared National Register Nomination for the “Sweeney Estate in North Tonawanda.” The nomination documented just over 700 properties. The neighborhood consists of late nineteenth and early twentieth century residences, with some commercial properties on boundary streets. By identifying architectural styles and character defining features, property owners are able to plan rehabilitation projects and utilize historic rehabilitation tax credits for both commercial and homeowners.



kta. 07/2019. Sources: Erie County GIS & Parcel Data.



Location:
Buffalo, NY

Client: University
District
Community
Development
Association

Services:
Reconnaissance
Survey, National
Register District
Nomination

UNIVERSITY HEIGHTS

This project involved a Reconnaissance-Level survey of about 2000+ cultural historic resources in the University Heights neighborhood of Buffalo. kta identified properties listed and/or eligible for listing on the National Register of Historic Places, as well as other significant resources. The project included research to present a prehistoric and historic overview, photographic documentation and mapping of over 2000 properties, and multiple community meetings. The survey identified and proposed a residential historic district eligible for inclusion in the National Register. The district was listed in 2020.



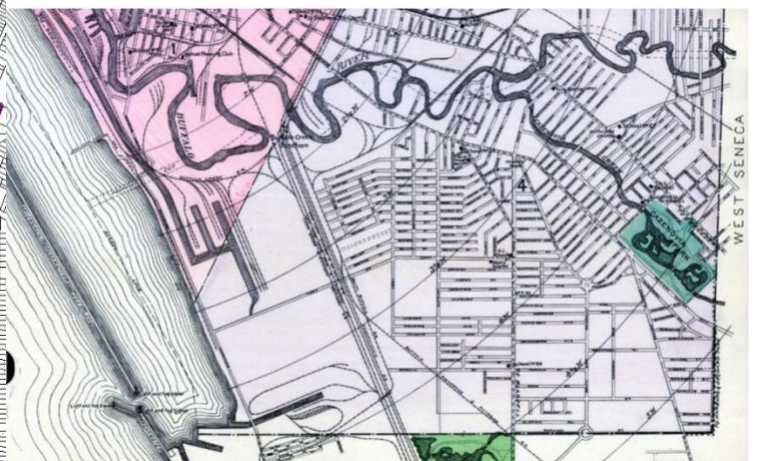
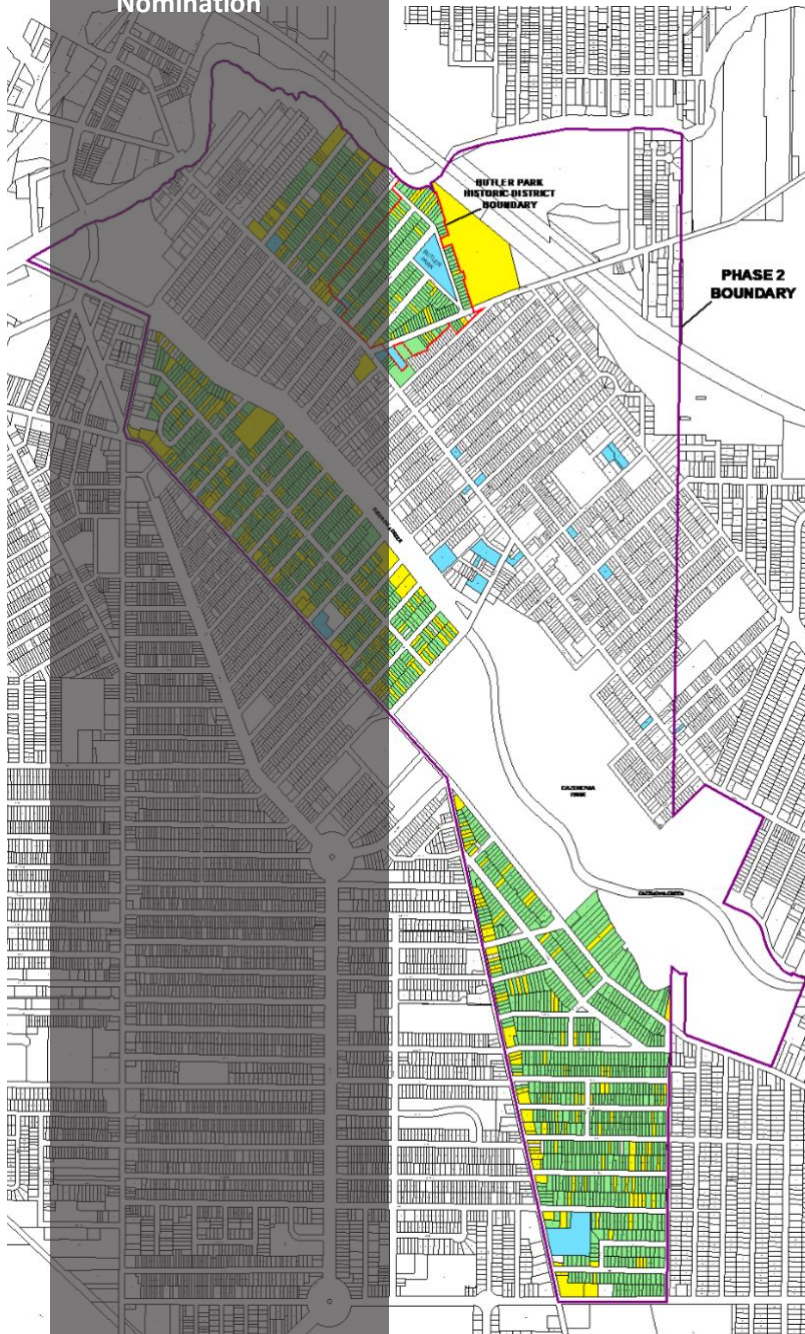
Location:
Buffalo, NY

Client: City of
Buffalo, Office of
Strategic Planning

Services:
Reconnaissance
Survey, National
Register District
Nomination

SOUTH BUFFALO

Kta identified and evaluated over 10,000+ historic resources within the South Buffalo neighborhood as part of a reconnaissance survey so these resources might be considered in future city planning and preservation planning. This led to **kta** successfully identifying, preparing, and listing the McKinley Parkway Historic District on the National Register of Historic Places. Containing about 6000+ properties, this pending Historic District is the largest in New York State. It resulted from a very large Reconnaissance survey area, attesting to **kta's** skills and expertise in large-scale surveys like that at the Town of Irondequoit.



Town of Irondequoit, New York

Preparation of a Town-Wide Reconnaissance Level Historic Resource Survey for the Town of Irondequoit
April 2024

2-3

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RECENT RELEVANT PROJECTS

Surveys & Section 106 Compliance:

- Reconnaissance Level Survey for the City of Buffalo, September 2021
- Reconnaissance Level Survey for the City of North Tonawanda, August 2019
- Reconnaissance Level Survey for University Heights, December 2018
- Phase 1 Cultural Resource Survey, Ellicottville, NY PIN 5101.67, August 2018
- Phase 1 Cultural Resource Survey, Albright-Knox AK360, July 2017
- Cultural Resource Screening, Phase I Survey, West Taft Road (CR 48) 2R Paving Project, Town of Clay, Onondaga County, NY, PIN 3755.79, June 2016
- Phase 1 A & B Cultural Resource Survey Allen Street Extension & Rehabilitation, PIN 5757.14, May 2014 – June 2016
- Survey of Historic Cultural Resources: Niagara Street between Busti Street and Forest Avenue, August 2014.
- Phase 1 Survey, Town of Watertown, New York, January 2013
- Rochester Intermodal Transportation Scoping Study & Phase 1B Archaeological & Architectural Survey – PIN 4936.361, May 2012
- Reconnaissance Level Survey for the Town of Amherst, January 2012
- *Reports of the Archaeological Survey (RAS), University at Buffalo, Department of Anthropology. Over 50 Architectural Intensive & Reconnaissance Surveys have been co-authored by Kerry L. Traynor since 1999 in collaboration with Survey at the University at Buffalo.*

Select Individual Property National Register Nominations (Including Part 1 Federal Historic Tax Credits):

Schools # 44, 51, 56 and 63; The Calumet Building; Lafayette Barton Apartments; Tishman Building; The Robertson-Cataract Building; Meldrum-Edwards Building; Remington-Rand Complex; The Colonial Flats & Annex; The Wayne & Waldorf Apartments; The Ziegele Phoenix Brewery Refrigeration House, F.N. Burt Factory C; Kraft Livery & Storage Company; Fraternal Order of Eagles Aerie No. 46; The Karnak Apartment; The Rae & Pheonix Apartments; Eggert Road School; University Presbyterian Church; The Wellman Building; The Niagara Hotel; Edmund B. Hayes Hall among many others.

Select National Register Districts:

University Heights Historic District; University Park National Register Historic District; Winspear Extension Historic District; Central Park National Register Historic District; Buildings on Niagara Street at Fourth Street; the American Grain Complex National Register Historic District; The Buffalo General Electric Company Buildings; Upper Black Rock Historic District.

Federal Historic Tax Credit Projects and Adaptive Re-use (Including Technical Specifications):

The University Club, Buffalo, New York; 61 Johnson Park, Buffalo, New York; The Buckingham, Buffalo, New York; The Mariner, Buffalo, New York; The Red Jacket, Buffalo, New York; The Karnak, Buffalo, New York; The Linwood, Buffalo, New York; The Phoenix, Buffalo, New York; The Rae, Buffalo, New York; The Columbus, Buffalo, New York; The Florence, Buffalo, New York; Immaculate Conception Rectory, Buffalo, New York; Eggert Road School, Buffalo, New York; 960 Busti, Buffalo, New York; The Wellman Building, Jamestown, New York.

Existing Conditions Documentation – Material Fabric Investigation (Including Technical Specifications):

- HABS Documentation of Edmund Burke Hayes Hall, 2016
- HAER Documentation of Historic Steel Arch Deck Bridge over Zoar Valley, BIN 1041590, 2015.
- National Register Listed Custom House, Niagara Falls, N.Y. Existing Conditions Documentation. Evaluation of existing historic windows and doors, historic masonry, slate roof, interior plaster, terrazzo, slate and other historic finishes. Technical specification production. Historic fabric construction monitoring. 2006-Present
- Existing Conditions Documentation and Finding Document, South Park Loop Bridge. 2014
- Greystone Manor, Buffalo, N.Y. Evaluation of over 300 existing historic wood windows. 2013
- Erie Freight House, Buffalo, N.Y. Documentation and evaluation of existing condition of historic wood frame freight house on the Buffalo River, 2013
- HABS Documentation: Hutchinson Memorial Chapel. Existing conditions documentation for inclusion in the National Archives, 2012

These projects were all reviewed by the NYS-OPRHP, and successfully completed on time and within budget.

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REFERENCES

1. Client: State Historic Preservation Office

Brief Description of Work:

Kta has worked with the NY SHPO since 1999 on numerous projects ranging from National Register building and district nominations, reconnaissance and Intensive level surveys, Historic Rehabilitation Tax Credit Projects, and Section 106 compliance.

Work Dates: Ongoing
Contact Person: Jennifer Walkowski
Phone Number: 518.268.2137

2. Client: University District Community Development Association

Brief Description of Work:

Survey of cultural historic resources in the primarily residential neighborhood of University Heights in the City of Buffalo, NY to identify properties listed, and/or eligible for listing on the National Register of Historic Places, as well as other resources that may be of cultural significance. This work involved meeting with stakeholders and the community in a number of workshops in the development of the historic district. The district includes of over 600 properties eligible for inclusion in the National Register.

Work Dates: 2017 – 2018; 2021-2023
Contact Person: Darren Cotton, Director of Community Development
Phone Number: 716.832.1010 x 212
Address: 995 Kensington Avenue, Buffalo, NY 14215

3. Client: City of North Tonawanda

Brief Description of Work:

Reconnaissance level survey of cultural historic resources in the primarily residential neighborhood of the former 'Sweeney Estate' in the North Tonawanda, NY to identify properties listed, and/or eligible for listing on the National Register of Historic Places, as well as other resources that may be of cultural significance. The survey identified a residential historic district of over 400 properties eligible for inclusion in the national register.

Work Dates: 2018 – 19; SHPO Review August 2019
Contact Person: Amber Holycross, Ciminelli Corporation
Phone Number: 716.631.8034

4. Client: Bergmann Associates/City of Buffalo

Brief Description of Work:

Survey of cultural historic resources along Allen Street (commercial street) and the surrounding residential neighborhood in the City of Buffalo, NY to identify properties listed, and/or eligible for listing on the National Register of Historic Places, as well as other resources that may be of cultural significance. The project also involved a prehistoric and historic overview to locate existing resources, and predict the location of potential archaeological sites. The survey identified a residential historic district and individual properties eligible for inclusion in the national register. The survey also involved Phase 2 archaeology field investigation.

Work Dates: Winter/Spring/Summer 2014 - 15; SHPO Review December 2016

Contact Person: Kelly Thompson, P.E. Bergmann Associates

Phone Number: 716.710.3951

5. Client: Vision Niagara & Buffalo Neighborhood Stabilization Company/ Carmina Woods Morris, PC Architects & Engineers

Brief Description of Work:

Survey of cultural historic resources along Niagara Street to identify properties listed, or eligible for listing on the National Register of Historic Places, as well as other resources that may be of cultural significance. The survey identified the Upper Black Rock Historic District. The district was listed as a local landmark and certified as a historic district by the National Park Service.

Work Dates: Spring/Summer 2015; SHPO & NPS Review January 2016

Contact Person: Jon Morris, R.A. Carmina Woods Morris, Architecture and Engineering

Phone Number: 716.842.3165

6. Client: Town of Amherst, New York

Brief Description of Work:

Survey of cultural historic resources in the Town of Amherst, New York. The project updated the 1997 Reconnaissance Level Survey and identified 124 new buildings and 8 new districts. Historic and non-historic cultural resources were included in this study.

Work Dates: Winter/Spring/Summer 2011; SHPO Review January 2012

Contact Person: Ellen Kost, Department of Planning, Town of Amherst

Phone Number: 716.631.7082

The quality of kta's impressive work and qualifications is best exemplified by the letter, reproduced later in this document, from the New York State Office of Parks, Recreation and Historic Preservation following their review of the *Updated Reconnaissance Level Survey* for the Town of Amherst, New York. The project area for this survey included the entire town, an area covering over 54-square miles. It is this level of expertise, experience and excellence that kta brought to the *Updated Reconnaissance Level Survey* that we will bring to the Town-Wide Reconnaissance Level Historic Resource Survey for the Town of Irondequoit.



New York State Office of Parks, Recreation and Historic Preservation

Historic Preservation Field Services Bureau • Peebles Island, PO Box 189, Waterford, New York 12188-0189
518-237-8643
www.nysparks.com

Andrew M. Cuomo
Governor

Rose Harvey
Commissioner

January 30, 2012

Ellen M. Kost, AICP
Associate Planner
Town of Amherst Planning Department
5583 Main Street
Williamsville, NY 14221

Re: Updated Reconnaissance Level Historic Resources Survey
Town of Amherst, Erie County, NY

Dear Ms. Kost:

Kerry Traynor of kta preservation specialists submitted to us for comment a hard copy and electronic version of the completed *Updated Reconnaissance Level Historic Resources Survey for the Town of Amherst Erie County, New York*. We are pleased that Ms. Traynor addressed our comments on the draft into the final report. The report is well researched and written and meets the State Historic Preservation Office's standards for reconnaissance-level surveys. In addition to the text, the photographs and GIS mapping are of outstanding quality.

As the original author of the 1997 reconnaissance survey and 1998 intensive survey, I was very interested in the update of previously inventoried properties and any new discoveries. While I was happy to see that several of Amherst's rare nineteenth and early twentieth century farmhouses and outbuildings had survived, I was also impressed by the report's discussion and documentation of Amherst's post-World War II suburban boom years. The research done on the town's twentieth-century suburban development may serve as a basis for a potential National Register Multiple Property Documentation Form (MPDF) from which historic districts and individual properties related to that theme can be listed to the National Register.

Reconnaissance-level surveys are by their very nature "broad brush" in their approach and generally do not provide the level of research and documentation required to make official determinations of National Register eligibility. That said, we feel that several of the properties on the following list stand out as particularly compelling resources that either appear to meet the criteria for listing to the National Register or were previously documented and determined eligible as part of the 1998 intensive-level survey. For those properties on the list not previously documented in the 1998 intensive-level survey – indicated by an asterisk (*) – we recommend that you include them in any

future intensive-level survey efforts. Also, if any of the owners of the properties listed below are interested in seeking listing we would be happy to discuss the National Register application process with them.

- Alberta Drive Historic District*
- Temple Sinai, 50 Alberta Drive* (individual or as part of the Albert Drive Historic District)
- Albion Avenue Historic District*
- Audubon Terrace Historic District*
- Augusta Avenue Historic District*
- Pickard Settlement Historic District* (Kramer General Store and 215 Brenon Rd. previously documented in intensive-level survey)
- Capen Street Historic District*
- Danebrook Drive Historic District*
- 31 Darwin Drive (previously documented in intensive-level survey)
- 102 Darwin Drive*
- St. Benedict's R.C. Church complex (previously documented in intensive-level survey)
- Eltham-Longleat Historic District ("Pomeroy Park")*
- Fairlawn-Koster Historic District*
- 23 Four Seasons West (previously documented in intensive-level survey)
- Hedstrom Estate, 50 Getzville Road and 4196-4200 Main St. (previously documented in intensive-level survey)
- John Schenck House, 4635 Harlem Rd. (previously documented in intensive-level survey)
- High Park Historic District*
- Keswick-Ruskin-Brantwood Historic District*
- Christ the King R.C. Catholic Church and School, 30 Lamarck Dr. (previously documented in intensive-level survey)
- 697 LeBrun Rd. (previously documented in intensive-level survey)
- Samuel J. Dark House, 726 LeBrun Rd. (previously documented in intensive-level survey)
- Lawrence D. & Lucille Bell House, 845 LeBrun Rd. (previously documented in intensive-level survey)
- Buffalo Academy of the Sacred Heart, 3860 Main St. (previously documented in intensive-level survey)
- St. Paul's Lutheran Church, 4001 Main St. (previously documented in intensive-level survey)
- Rosa Coplon Mansion (now Curtis Hall, Daemon College), 4380 Main St. (previously documented in intensive-level survey)
- Crouch-Waite Mansion (now Rosary Hall, Daemon College), 4380 Main St. (previously documented in intensive-level survey)
- White Chapel Memorial Park, 3210 Niagara Falls Blvd. (previously documented in intensive-level survey)
- J. Getz House, 829 North Forest Rd. (previously documented in intensive-level survey)
- Stimm House, 895 North Forest Rd. (previously documented in intensive-level survey)
- Fogelsonger House, 219 Park Club Lane (previously documented in intensive-level survey)
- Park Country Club of Buffalo, 4949 Sheridan Dr. (previously documented in intensive-level survey)

- Seigfried Drive Historic District*
- George A. Daigler House and outbuildings, 3049 Tonawanda Creek Rd. (previously documented in intensive-level survey)
- 55 Washington Highway (previously documented in intensive-level survey)
- Country Club of Buffalo, 250 Young's Rd. George A. Daigler House and outbuildings, 3049 Tonawanda Creek Rd. (previously documented in intensive-level survey)
- James F. Young House (now owned by the Country Club of Buffalo), 250 Young's Rd.
- George A. Daigler House and outbuildings, 3049 Tonawanda Creek Rd. (previously documented in intensive-level survey)

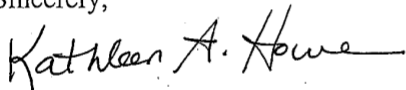
This list is simply our opinion on the resources in the current survey that appear to be strong candidates for National Register eligibility. We do not mean to rule out the possibility of other resources in the report having National Register potential. While not all of the properties identified in the survey meet the criteria for listing to the National Register many may be eligible for local designation either as individual landmarks or as part of local historic districts.

We concur with Ms. Traynor's sound recommendations regarding the use of the color code system as a tool; the designation of local landmarks and historic districts; the use of the information from the Intensive Level Survey (1998) to complete National Register nomination forms; compliance with State and National Historic Preservation laws; developing programs for public education; investigation of archaeological resources; and the use of GIS to facilitate communication with other town boards and committees.

The report follows closely the format used by the original reconnaissance survey and presents a great amount of information. Lorraine Weiss and I have discussed how we might make survey reports like this more accessible to CLGs like the Amherst commission. We would be interested in talking with you and Kerry Traynor about ways in which this information could be organized or presented for easy access.

We commend the Town of Amherst for undertaking this survey update which will be an important planning tool for the Planning Department and the Historic Preservation Commission as they prioritize designation efforts to protect potentially endangered resources. It is our hope that this survey and future intensive level survey work will help the Town preserve its distinct landmarks and historic neighborhoods.

Sincerely,



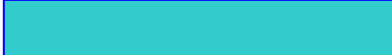
Kathleen A. Howe
Survey and Evaluation Coordinator

cc: Kerry Traynor, kta preservation specialists

hta preservation specialists

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PROPOSED SCHEDULE: Town-Wide Reconnaissance Level Historic Resource Survey for the Town of Irondequoit

SCHEDULED TASK (Completion Date)	Month 1-2 June-July 2024	Month 3-6 August-November 2024	Month 7-9 December 2024- February 2025	Month 10-12 March-May 2025
Project Award/Notice to Proceed (ca. June 2024)				
Consult with Town of Irondequoit, Town Historian Including Monthly Project Reports (not illustrated)				
Methodology Submitted, Trekker Initiated (Submitted 7/23/24)				
Historic Research, Literature Review, Site File Search				
Define Criteria and Guidelines				
Consult with SHPO/ Department of Planning and Development				
Reconnaissance windshield survey of streets within the identified project area				
Analysis of Information to Develop Historic Context and Significance (Properties and Districts)				
Map Properties				
Pedestrian Survey/Photograph Properties/Inventory Forms Fieldwork complete (11/19/24)				
DRAFT Historic Resource Survey, Submitted (2/18/25)				
FINAL Reconnaissance Level Historic Resource Survey Report and Submission to client, SHPO, and CRIS (5/20/2025)				
Community Meeting				

hta preservation specialists

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PROPOSED BUDGET- PROJECT TASKS AND FEES: Reconnaissance Level Historic Resource Survey for the Town of Irondequoit

Task Name	Personnel	Hours	Hourly Rate/Task Cost			Total Task Cost (\$)
			Prin. Invest. \$125	Historian \$110	Clerical/GIS \$75	
Consult with client	Prin. Invest.	5 Prin. Invest	625			625
Methodology, Trekker Initiation	Prin. Invest.	4 Prin. Invest	500			500
Site File Search	Historian	5 Historian/ 10 Clerical		550	750	1300
'Windshield' Survey	Prin. Invest./Historian	8 Prin. Invest/ 8 Historian	1000	880		1880
Consult with SHPO	Prin. Invest.	5 Prin. Invest	625			625
Historic Research and Literature Review	Prin. Invest./ Historian	5 Prin. Invest. / 40 Historian/ 15 Clerical	625	4400	1125	6150
Define Criteria and Guidelines	Prin. Invest./Historian	5 Prin. Invest/ 5 Historian	625	550		1175
Map Properties	Historian/ Clerical-GIS	5 Historian/ 15 Clerical-GIS		550	1125	1675
"Pedestrian" Survey & Photograph Properties/Inventory Forms	Prin. Invest./ Historian/ Clerical-GIS	5 Prin. Invest/ 30 Historian 100 Clerical-GIS	625	3300	7500	11425
Analysis of Information to develop Historic Context & Significance	Prin. Invest./ Historian	10 Prin. Invest/ 15 Historian	1250	1650		2900
DRAFT Historic Resource Survey	Prin. Invest. / Historian Clerical	5 Prin. Invest. / 35 Historian / 10 Clerical	625	3850	750	5225
FINAL Historic Resource Survey Production and Submission	Prin. Invest. / Clerical	10 Prin. Invest. / 15 Historian 10 Clerical	1250	1650	750	3650
Travel Costs (gas, miles, accommodations)	All	Various (est)	330	330	340	1000
TOTALS			\$8,080	\$17,710	\$12,340	<u>\$38,130</u>

Traynor, Kerry March., MS Architectural History

36 CFR 61 and CFR Part 44738-9 Qualified

EXPERIENCE PROFILE

Kerry Traynor, principal investigator for historic architecture, has been working in the field, both the public (SHPO) and private sectors for over 25-years. She meets and exceeds the Federal Professional Qualification Standards under 36 CFR 61 (Professional Qualification Standards) and by the Secretary of the Interior (48 CFR Part 44738-9) for History, Architectural History, Architecture and Historic Architecture, and Historic Preservation.

PROJECT EXPERIENCE

Sweeney Estate Cultural Resource Survey & National Register Nomination for the Sweeney Estate Historic District | North Tonawanda, NY

Kta conducted a cultural resources survey of the Sweeney Estate neighborhood, which resulted in the identification of a National Register eligible district. Kta then prepared the National Register Nomination for the "Sweeney Estate in North Tonawanda," which was listed in 2020. The nomination documented just over 700 properties. The neighborhood consists of late nineteenth and early twentieth century residence, with some commercial properties on boundary streets. By identifying architectural styles and character defining features, property owners are able to plan rehabilitation projects and utilize historic rehabilitation tax credits for both commercial and homeowners.

Cultural Resource Survey of University District and National Register Nomination of University Heights Historic District | University Heights (UHCD) | Buffalo, NY.

This project involved a reconnaissance level survey of cultural historic resources in the University Heights neighborhood. In order to identify properties listed and/or eligible for listing on the National Register of Historic Places, as well as other significant resources. The project included research to present a prehistoric and historic overview, photographic documentation and mapping of over 2000 properties, and multiple community meetings. The survey identified and proposed a residential historic district that was listed on the National Register in 2020.

Cultural Resource Screening of Factory Street | Timothy Abel, Archaeologist | Watertown, NY.

This project involved an intensive level cultural resource screening for properties on Factory Street in Watertown, New York. The survey evaluated an existing National Register listed district for alterations to the resources since listing, and identified new National Register eligible resources.



Company Name

- kta preservation specialists
- Kentucky Heritage Council, SHPO Office

Education

- MArch., SUNY Buffalo, 1991
- MS Architectural History, Mississippi State University, 1993

Registrations/Certifications

- Qualified under Federal Regulations 36CFR 61; Secretary of the Interior Standards 48 CFR Part 44738-9

Affiliations

- Clinical Associate Professor, School of Architecture & Planning, SUNY, Buffalo

Schentag, Annie MUP, Ph.D. Architectural History

36 CFR 61 and CFR Part 44738-9 Qualified

EXPERIENCE PROFILE

Annie Schentag brings nearly a decade of preservation experience to the firm. Working in the field in both the private sector and academia for the past nine years, Annie is trained as both an architectural historian and urban planner. She meets and exceeds the Federal Professional Qualification Standards under 36 CFR 61 (Professional Qualification Standards) and by the Secretary of the Interior (48 CFR Part 44738-9) for History, Architectural History and Historic Preservation.

PROJECT EXPERIENCE

Cultural Resource Survey of University District & National Register Nomination of University Heights Historic District | University Heights (UHCDC) | Buffalo, NY.

This project involved a reconnaissance-level survey of cultural historic resources in the University Heights neighborhood. In order to identify properties listed and/or eligible for listing on the National Register of Historic Places, as well as other significant resources. The project included research to present a prehistoric and historic overview, photographic documentation and mapping of over 2000 properties, and multiple community meetings. The survey identified and proposed a residential historic district eligible for inclusion in the National Register. The district was listed in 2020.

South Buffalo Reconnaissance Level Survey | City of Buffalo, Office of Strategic Planning | Buffalo, NY.

As part of the City of Buffalo's preservation plan, a reconnaissance-level survey of South Buffalo which documented 6,048 of the 10,172 total parcels was completed for the first phase of this project with most of the buildings dating back to the 1830s-1960s. These buildings were researched holistically, with special care to identify potentially eligible properties, important themes, and stylistic trends. The historic resources survey of the properties identified guidelines and criteria of specific relevance to the history and property types in the study area. The second phase of the project includes drafting National Register nominations for the identified districts.

Sweeney Estate Cultural Resource Survey & National Register Nomination for the Sweeney Estate Historic District | North Tonawanda, NY.

Kta conducted a cultural resources survey of the Sweeney Estate neighborhood, which resulted in the identification of a National Register eligible district. Kta then prepared the National Register Nomination for the "Sweeney Estate in North Tonawanda," which was listed in 2020. The nomination documented just over 700 properties. The neighborhood consists of late nineteenth and early twentieth century residence, with some commercial properties on boundary streets. By identifying architectural styles and character defining features, property owners are able to plan rehabilitation projects and utilize historic rehabilitation tax credits for both commercial and homeowners.



Company Name

- kta preservation specialists

Education

- MUP, SUNY Buffalo, 2011
- MA, Architectural History, Cornell University 2012
- PhD, Architectural History, Cornell University, 2017

Registrations/Certifications

- Qualified under Federal Regulations 36CFR 61; Secretary of the Interior Standards 48 CFR Part 44738-9

Affiliations

- Adjunct Professor, School of Architecture & Planning, SUNY, Buffalo
- Adjunct Professor, Art History, Villa Maria College

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION CALLING FOR A PUBLIC HEARING ON A
LOCAL LAW AMENDING CHAPTER 136 OF TOWN CODE TO CONFIRM
WITH NYS DEC REQUIREMENTS**

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 18th day of June, 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans

Town Supervisor

Ann Cunningham

Town Board Member

Grant Malone

Town Board Member

John Perticone

Town Board Member

Peter Wehner

Town Board Member

Harter Secrest & Emery LLP

Attorney for the Town

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

WHEREAS, at a regular meeting of the Town Board, Town Board Member _____ introduced a proposed local law that would conform Chapter 136 of the Town Code titled “Flood Damage Prevention” to new New York State Department of Environmental Conservation (“NYS DEC”) requirements, and the proposed local law (the “Proposed Law”) is attached hereto as **Attachment A**; and

WHEREAS, the NYS DEC has issued a new model law regarding flood damage prevention, which is meant to comply with the requirements of the National Flood Insurance Program; and

WHEREAS, the NYS DEC has informed the Town that a failure to make the required changes may result in Town’s inability to participate in the National Flood Insurance Program; and

WHEREAS, the Town Board has determined that it is in the best interest of the Town to make the changes required by the NYS DEC; and

WHEREAS, the Town Board has considered the matter in the context of the State Environmental Quality Review Act, and determines that establishing an extension to a moratorium is a Type II action for State Environmental Quality Review Act purposes, as described in 6 NYCRR § 617.5(c)(26) (routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment), and thus is not subject to review under Part 617 of the State Regulations.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby schedules a public hearing on this proposed extension to the Moratorium on **July 16, 2024, at 7:3X p.m.**

AND BE IT FURTHER RESOLVED, that the Town Clerk shall refer the Proposed Law to the County Planning Board for comment and also give notice of the hearing by publishing a notice in the Town Newspaper specifying the time when and the place where such hearing will be held, and in general terms describing the Proposed Law, such notice to be published once at least three days prior to the day specified for such hearing.

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

ATTACHMENT A

LOCAL LAW NO. ____ OF 2024 TO AMEND CHAPTER 136 OF THE CODE OF THE TOWN OF IRONDEQUOIT

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

Section 1. Amendment to Chapter 136. The Code of the Town of Irondequoit Chapter 136 is hereby amended as follows [red indicates new text; ~~strike through~~ indicates deleted text]:

LOCAL LAW # __ of 2024 A LOCAL LAW TO AMEND CHAPTER 136 OF THE IRONDEQUOIT TOWN CODE

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

Article I ~~Findings, Purpose and Objectives~~ Statutory Authorization and Purpose

§ 136-1 Findings.

The Town Board of the Town of Irondequoit finds that the potential and/or actual damages from flooding and erosion may be a problem to the residents of the Town of Irondequoit and that such damages may include destruction or loss of private and public housing, damage to public facilities, both publicly and privately owned, and injury to and loss of human life. In order to minimize the threat of such damages and to achieve the purposes and objectives hereinafter set forth, this chapter is adopted.

§ 136-2 Statement of purpose.

It is the purpose of this chapter to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

A. Regulate uses which are dangerous to health, safety and property due to water or erosion hazards or which result in damaging increases in erosion or in flood heights or velocities;

B. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

C. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;

D. Control filling, grading, dredging and other development which may increase erosion or flood damages;

- E.** Regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands; and
- F.** Qualify for and maintain participation in the National Flood Insurance Program.

§ 136-3 **Objectives.**

The objectives of this chapter are to:

- A.** Protect human life and health;
- B.** Minimize expenditure of public money for costly flood control projects;
- C.** Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D.** Minimize prolonged business interruptions;
- E.** Minimize damage to public facilities and utilities, such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;
- F.** Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;
- G.** Provide that developers are notified that property is in an area of special flood hazard; and
- H.** Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

Article II Definitions

§ 136-4 **Definitions.**

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application. ~~As used in this chapter, the following words and phrases shall have the meanings indicated:~~

ACCESSORY STRUCTURE

A structure used solely for parking (two-car detached garage or smaller) or limited storage, representing a minimal investment of not more than 10-percent of the value of the primary structure, and may not be used for human habitation.

APPEAL

A request for a review of the local administrator's interpretation of any provision of this chapter or a request for a variance.

AREA OF SHALLOW FLOODING

A designated AO, AH or VO Zone on a community's Flood Insurance Rate Map (FIRM) with a one-percent or greater annual chance of flooding to an average annual depth of one foot to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD

The land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. This area may be designated as Zone A, AE, AH, AO, A1-A30, A99, V, VO, VE, or V1-V30. It is also commonly referred to as the "base floodplain" or "one-hundred-year floodplain." For purposes of this chapter, the term "special flood hazard area (SFHA)" is synonymous in meaning with the phrase "area of special flood hazard."

BASE FLOOD

The flood having a one-percent chance of being equaled or exceeded in any given year.

BASEMENT

That portion of a building having its floor subgrade (below ground level) on all sides.

BREAKAWAY WALL

A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.

BUILDING

See "structure."

CELLAR

Has the same meaning as "basement."

COASTAL A ZONE

Area within a SFHA, landward of a V1-V30, VE, or V zone or landward of an open coast without mapped coastal high hazard areas. In a coastal A zone, the principal source of flood must be astronomical tides, storm surges, seiches or tsunamis, not riverine flooding. During the base flood conditions, the potential for breaking wave height shall be greater than or equal to 1 ½ feet (457 mm). The inland limit of coastal A zone is (a) the Limit of Moderate Wave Action if delineated on a FIRM, or (b) designated by the authority having jurisdiction.

COASTAL HIGH HAZARD AREA

an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on a FIRM as Zone VI-V30, VE, VO or V.

CRAWL SPACE

An enclosed area beneath the lowest elevated floor, 18 inches or more in height, which is used to service the underside of the lowest elevated floor. The elevation of the floor of this enclosed area, which may be of soil, gravel, concrete or other material, must be equal to or above the lowest adjacent exterior grade. The enclosed crawl space area shall be properly vented to allow for the equalization of hydrostatic forces which would be experienced during periods of flooding.

DEVELOPMENT

Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, paving, excavation or drilling operations or storage of equipment or materials.

ELEVATED BUILDING

A. A nonbasement building:

(1) Built, in the case of a building in Zone A1-A30, AE, A, A99, AO, AH, B, C, X, or D, to have the top of the elevated floor or, in the case of a building in Zone V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor, elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the flow of the water; and

(2) Adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood.

B. In the case of Zone A1-A30, AE, A, A99, AO, AH, B, C, X, or D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters. In the case of Zone V1-V30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls that meet the federal standards.

FEDERAL EMERGENCY MANAGEMENT AGENCY

The federal agency that administers the National Flood Insurance Program.

FLOOD OR FLOODING

A. a general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) the overflow of inland or tidal waters;

(2) the unusual and rapid accumulation or runoff of surface waters from any source.

B. "Flood" or "flooding" also means the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in (1) above.

FLOOD BOUNDARY AND FLOODWAY MAP (FBFM)

An official map of the community published by the Federal Emergency Management Agency as part of a riverine community's Flood Insurance Study. The FBFM delineates a regulatory floodway along watercourses studied in detail in the Flood Insurance Study.

FLOOD ELEVATION STUDY

An examination, evaluation and determination of the flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of flood-related erosion hazards.

FLOOD HAZARD BOUNDARY MAP (FHBM)

An official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been designated as Zone A but no flood elevations are provided.

FLOOD INSURANCE RATE MAP (FIRM)

An official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY

See "flood elevation study."

FLOOD or FLOODING

~~A. A general and temporary condition of partial or complete inundation of normally dry land areas from:~~

~~(1) The overflow of inland or tidal waters.~~

~~(2) The unusual and rapid accumulation or runoff of surface waters from any source.~~

~~**B.** "Flood" or "flooding" also means the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in Subsection **A** above.~~

FLOODPLAIN or FLOOD-PRONE AREA

Any land area susceptible to being inundated by water from any source (see the definition of "flooding").

FLOODPROOFING

Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY

Has the same meaning as "regulatory floodway."

FUNCTIONALLY DEPENDENT USE

A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, and ship repair facilities. The term does not include long-term storage, manufacturing, sales, or service facilities.

HIGHEST ADJACENT GRADE

The highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

HISTORIC STRUCTURE

Any structure that is:

A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

(1) By an approved state program as determined by the Secretary of the Interior; or

(2) Directly by the Secretary of the Interior in states without approved programs.

LIMIT OF MODERATE WAVE ACTION (LiMWA)

Line shown on FIRMs to indicate the inland limit of the 1 ½ foot (457 mm) breaking wave height during the base flood.

LOCAL ADMINISTRATOR

The person appointed by the community to administer and implement this chapter by granting or denying development permits in accordance with its provisions. This person is often the Building Inspector, the Code Enforcement Officer, or an employee of an engineering department.

LOWEST FLOOR

Lowest floor of the lowest enclosed area (including basement or cellar). An unfinished or flood-resistant enclosure, usable solely for the parking of vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of this chapter.

MANUFACTURED HOME

A structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term does not include a recreational vehicle.

MANUFACTURED HOME PARK OR SUBDIVISION

A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL

For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum of 1988 (NAVD 88), or other datum to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

MOBILE HOME

Has the same meaning as "manufactured home."

NEW CONSTRUCTION

Structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by the community and includes any subsequent improvements to such structure.

ONE-HUNDRED-YEAR FLOOD or 100-YEAR FLOOD

Has the same meaning as "base flood."

PRIMARY FRONTAL DUNE

A continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

PRINCIPALLY ABOVE GROUND

At least 51% of the actual cash value of the structure, excluding land value, is above ground.

RECREATIONAL VEHICLE

A vehicle which is:

- A.** Built on a single chassis;
- B.** Four hundred square feet or less when measured at the largest horizontal projections;
- C.** Designed to be self-propelled or permanently towable by a light-duty truck; and
- D.** Not designed primarily for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height as determined by the Federal Emergency Management Agency in a Flood Insurance Study or by other agencies as provided in § **136-14B** of this chapter.

SAND DUNES

Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

START OF CONSTRUCTION

The date of permit issuance for new construction and substantial improvements to existing structures, provided that actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement is within 180 days after the date of issuance. The "actual start of

construction" means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns. "Permanent construction" does not include land preparation (such as clearing, excavation, grading, or filling); the installation of streets or walkways; excavation for a basement, footings, piers or foundations; the erection of temporary forms; or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the "actual start of construction" means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE

A walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE

Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damage condition would equal or exceed 50% of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT

Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the start of construction of the improvement. The term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- A.** Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- B.** Any alteration of an historic structure, provided that the alteration will not preclude the structure's continued designation as an historic structure.

VARIANCE

A grant of relief from the requirements of this chapter which permits construction or use in a manner that would otherwise be prohibited by this chapter.

VIOLATION

The failure of a structure or other development to be fully compliant with the community's flood plain management regulations.

ARTICLE III General Provisions

§ 136-5 ~~Applicability.~~ **Lands to Which Chapter Applies**

This chapter shall apply to all areas of special flood hazard within the jurisdiction of the Town of Irondequoit, Monroe County.

§ 136-6 **Basis for establishing areas of special flood hazard.**

A. The areas of special flood hazard for the Town of Irondequoit, Community Number 360422, are identified and defined on the following documents prepared by the Federal Emergency Management Agency:

(1) Flood Insurance Rate Map Panel Numbers ~~36055C0088G, 3605500089G, 36055CO201G, 36055CO202G, 36055CO203G, 36055CO204G, 36055CO206G, 36055CO208G, 36055CO209G, 36055CO216G, 36055CO217G~~ **36055C0088H, 36055C0089H, 36055C0201H, 36055C0202H, 36055C0206H, 36055C0208H, 36055C0209H, 36055C0217H**, whose effective date is July 31, 2024, and any subsequent revisions to these map panels that do not affect areas under our community's jurisdiction.

(2) A scientific and engineering report entitled "Flood Insurance Study, Monroe County, New York, All Jurisdictions" dated July 31, 2024.

(3) Flood Insurance Rate Map Panel(s): **36055C0203G, 36055C0216G**, whose effective date is August 28, 2008, and any subsequent revisions to these map panels that do not affect areas under our community's jurisdiction.

(4) A scientific and engineering report entitled "Flood Insurance Study, Monroe County, New York (All Jurisdictions)," dated August 28, 2008.

B. The above documents are hereby adopted and declared to be a part of this chapter. The Flood Insurance Study and/or maps are on file at the Department of Community Development, located at the Town Hall, 1280 Titus Avenue, Rochester, New York.

§ 136-7 **Interpretation and conflict with other laws.**

A. This chapter includes all revisions to the National Flood Insurance Program through October 27, 1997, and shall supersede all previous laws adopted for the purpose of flood damage prevention.

B. In their interpretation and application, the provisions of this chapter shall be held to be minimum requirements, adopted for the promotion of the public health, safety, and welfare. Whenever the requirements of this chapter are at variance with the requirements of any other lawfully adopted rules, regulations, or ordinances, the most restrictive, or that imposing the higher standards, shall govern.

§ 136-8 Severability.

The invalidity of any section or provision of this chapter shall not invalidate any other section or provision thereof.

§ 136-9 Penalties for non-compliance offenses.

No structure in an area of special flood hazard shall hereafter be constructed, located, extended, converted, or altered and no land shall be excavated or filled without full compliance with the terms of this chapter and any other applicable regulations. Any infraction of the provisions of this chapter by failure to comply with any of its requirements, including infractions of conditions and safeguards established in connection with conditions of the permit, shall constitute a violation. Any person who violates this chapter or fails to comply with any of its requirements shall, upon conviction thereof, be fined no more than \$~~500~~250 or imprisoned for not more than 15 days, or both. Each day of noncompliance shall be considered a separate offense. Nothing herein contained shall prevent the Town of Irondequoit from taking such other lawful action as necessary to prevent or remedy an infraction. Any structure found not compliant with the requirements of this chapter for which the developer and/or owner has not applied for and received an approved variance under Article VI will be declared noncompliant and notification sent to the Federal Emergency Management Agency.

§ 136-10 Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the area of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the Town of Irondequoit, any officer or employee thereof, or the Federal Emergency Management Agency for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

Article IV Administration

§ 136-11 Designation of local administrator.

The Director of Community Development is hereby appointed local administrator to administer and implement this chapter by granting or denying floodplain development permits in accordance with its provisions.

§ 136-12 Floodplain development permit.

A. Purpose. A floodplain development permit is hereby established for all construction and other development to be undertaken in areas of special flood hazard in this community for the purpose of protecting its citizens from increased flood hazards and insuring that new development is constructed in a manner that minimizes its exposure to flooding. It shall be unlawful to undertake any development in an area of special flood hazard, as shown on the Flood Insurance Rate Map enumerated in § **136-6**, without a valid floodplain development permit. Application for a permit shall be made on forms furnished by the local administrator and may include, but not be limited to, plans, in duplicate, drawn to scale and showing the nature, location, dimensions, and elevations of the area in question, existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing.

B. Fees. All applications for a floodplain development permit shall be accompanied by an application fee of \$~~50~~**25.00**. In addition, the applicant shall be responsible for reimbursing the Town of Irondequoit for any additional costs necessary for review, inspection and approval of this project, including, but not limited to, the legal fees incurred by the Town. The local administrator may require a deposit of no more than \$~~1,000~~**500** to cover these additional costs.

§ 136-13 Application for permit.

The applicant shall provide the following information as appropriate. Additional information may be required on the permit application form.

A. The proposed elevation, in relation to mean sea level, of the ~~top of the~~ lowest floor (including basement or cellar) of any new or substantially improved structure to be located in ~~Zones A1-A30, AE or AH or Zone A if base flood elevation data are available~~ a **Special Flood Hazard Area (SFHA)**. Upon completion of the lowest floor, the permittee shall submit to the local administrator the as-built elevation, certified by a licensed professional engineer or surveyor.

B. The proposed elevation, in relation to mean sea level, ~~of the bottom of the lowest structural member of the lowest floor (excluding piling and columns) of any to which any~~ new or substantially improved ~~non-residential~~ structure ~~to be located in Zones V1-V30, VE, Coastal A, or Zone V if base flood elevation data are available.~~ Upon completion of the lowest floor, the permittee shall submit to the Local Administrator the as-built elevation, certified by a licensed professional engineer or surveyor. ~~will be floodproofed. Upon completion of the floodproofed portion of the structure, the permittee shall submit to the local administrator the as-built floodproofed elevation, certified by a professional engineer or surveyor.~~

C. The proposed elevation, in relation to mean sea level, to which any new or substantially improved non-residential structure will be floodproofed. Upon completion of the floodproofed portion of the structure, the permittee shall submit to the Local Administrator the as-built floodproofed elevation, certified by a professional engineer or surveyor. ~~A certificate from a licensed professional engineer or architect that any utility floodproofing will meet the criteria in § 136-16C, Utilities.~~

D. A certificate from a licensed professional engineer or architect that any utility floodproofing will meet the criteria in **§136-16(C), UTILITIES.**

E. A certificate from a licensed professional engineer or architect that any non-residential floodproofed structure will meet the floodproofing criteria in **§136-19, NON-RESIDENTIAL STRUCTURES.** ~~A description of the extent to which any watercourse will be altered or relocated as a result of proposed development. Computations by a licensed professional engineer must be submitted that demonstrate that the altered or relocated segment will provide equal or greater conveyance than the original stream segment. The applicant must submit any maps, computations or other material required by the Federal Emergency Management Agency (FEMA) to revise the documents enumerated in § 136-6, when notified by the local administrator, and must pay any fees or other costs assessed by FEMA for this purpose. The applicant must also provide assurances that the conveyance capacity of the altered or relocated stream segment will be maintained.~~

F. ~~A description of the extent to which any watercourse will be altered or relocated as a result of proposed development. Computations by a licensed professional engineer must be submitted that demonstrate that the altered or relocated segment will provide equal or greater conveyance than the original stream segment. The applicant must submit any maps, computations or other material required by the Federal Emergency Management Agency (FEMA) to revise the documents enumerated in §136-6, when notified by the Local Administrator, and must pay any fees or other costs assessed by FEMA for this purpose. The applicant must also provide assurances that the conveyance capacity of the altered or relocated stream segment will be maintained. A technical analysis, by a licensed professional engineer, if required by the local administrator, which shows whether proposed development to be located in an area of special flood hazard may result in physical damage to any other property.~~

G. ~~A technical analysis, by a licensed professional engineer, if required by the Local Administrator, which shows whether proposed development to be located in an area of special flood hazard may result in physical damage to any other property. In Zone A, when no base flood elevation data are available from other sources, base flood elevation data shall be provided by the permit applicant for subdivision proposals and other proposed developments (including proposals for manufactured home and recreational vehicle parks and subdivisions) that are greater than either 50 lots or five acres.~~

H. ~~In Zone A, when no base flood elevation data are available from other sources, base flood elevation data shall be provided by the permit applicant for subdivision proposals and other proposed developments (including proposals for manufactured home and recreational vehicle parks and subdivisions) that are greater than either 50 lots or 5 acres.~~

I. ~~In Zones V1-V30, VE, V, and Coastal A if base flood elevations are available, designs and specifications, certified by a licensed professional engineer or architect, for any breakaway walls in a proposed structure with design strengths in excess of 20 pounds per square foot.~~

J. In Zones V1-V30, VE, V, and Coastal A if base flood elevations are available, for all new and substantial improvements to structures, floodplain development permit applications shall be accompanied by design plans and specifications, prepared in sufficient detail to enable independent review of the foundation support and connection components. Said plans and specifications shall be developed or reviewed by a licensed professional engineer or architect, and shall be accompanied by a statement, bearing the signature of the architect or engineer, certifying that the design and methods of construction to be used are in accordance with accepted standards of practice and with all applicable provisions of this Chapter.

§ 136-14 Duties and responsibilities of local administrator.

Duties of the local administrator shall include, but not be limited to, the following:

A. Permit application review. The local administrator shall conduct the following permit application review before issuing a floodplain development permit:

(1) Review all applications for completeness, particularly with the requirements of § ~~136-13~~, Application for permit, and for compliance with the provisions and standards of this chapter.

(2) Review subdivision and other proposed new development, including manufactured home parks, to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is located in an area of special flood hazard, all new construction and substantial improvements shall meet the applicable standards of Article **V**, Construction Standards, and, in particular, § ~~136-15(B)~~**A**, Subdivision proposals.

(3) Determine whether any proposed development in an area of special flood hazard may result in physical damage to any other property (e.g., stream bank erosion and increased flood velocities). The local administrator may require the applicant to submit additional technical analyses and data necessary to complete the determination. If the proposed development may result in physical damage to any other property or fails to meet the requirements of Article **V**, Construction Standards, no permit shall be issued. The applicant may revise the application to include measures that mitigate or eliminate the adverse effects and resubmit the application.

(4) Determine that all necessary permits have been received from those governmental agencies from which approval is required by state or federal law.

B. Use of other flood data.

(1) When the Federal Emergency Management Agency has designated areas of special flood hazard on the community's Flood Insurance Rate Map (FIRM) but has neither produced water surface elevation data (these areas are designated Zone A or V on the FIRM) nor identified a floodway, the local administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, including data developed pursuant to § ~~136-13(H)~~**G**, as criteria for

requiring that new construction, substantial improvements or other proposed development meets the requirements of this chapter.

(2) When base flood elevation data are not available, the local administrator may use flood information from any other authoritative source, such as historical data, to establish flood elevations within the areas of special flood hazard, for the purposes of this chapter.

C. Alteration of watercourses.

(1) Notification to adjacent communities and the New York State Department of Environmental Conservation prior to permitting any alteration or relocation of a watercourse, and submittal of evidence of such notification to the Regional Director, Region II, Federal Emergency Management Agency.

(2) Determine that the permit holder has provided for maintenance within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.

D. Construction stage.

(1) In Zones A1-A30, AE and AH, and also Zone A if base flood elevation data are available, upon placement of the lowest floor or completion of floodproofing of a new or substantially improved structure, obtain from the permit holder a certification of the as-built elevation of the lowest floor or floodproofed elevation, in relation to mean sea level. The certificate shall be prepared by or under the direct supervision of a licensed land surveyor or professional engineer and certified by same. For manufactured homes, the permit holder shall submit the certificate of elevation upon placement of the structure on the site. A certificate of elevation must also be submitted for a recreational vehicle if it remains on a site for 180 consecutive days or longer (unless it is fully licensed and ready for highway use).

(2) In Zones V1-V30, VE, V, and Coastal A if base flood elevation data are available, upon placement of the lowest floor of a new or substantially improved structure, the permit holder shall submit to the Local Administrator a certificate of elevation, in relation to mean sea level, of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns). The certificate shall be prepared by or under the direct supervision of a licensed land surveyor or professional engineer and certified by same. For manufactured homes, the permit holder shall submit the certificate of elevation upon placement of the structure on the site. An elevation certificate must also be submitted for a recreational vehicle if it remains on a site 180 consecutive days or longer (unless it is fully licensed and ready for highway use). ~~Any further work undertaken prior to submission and approval of the certification shall be at the permit holder's risk. The local administrator may review all data submitted. Deficiencies detected by the local administrator shall be cause to issue a stop work order for the project unless immediately corrected.~~

(3) Any further work undertaken prior to submission and approval of the certification shall be at the permit holder's risk. The Local Administrator shall review all data submitted. Deficiencies detected shall be cause to issue a stop work order for the project unless immediately corrected.

E. Inspections. The local administrator and/or the developer's engineer or architect may make periodic inspections at appropriate times throughout the period of construction in order to monitor compliance with permit conditions and enable said inspector to certify, if requested, that the development is in compliance with the requirements of the floodplain development permit and/or any variance provisions.

F. Stop-work orders.

(1) The local administrator shall issue, or cause to be issued, a stop-work order for any floodplain development found ongoing without a development permit. Disregard of a stop-work order shall subject the violator to the penalties described in § **136-9** of this chapter.

(2) The local administrator shall issue, or cause to be issued, a stop-work order for any floodplain development found noncompliant with the provisions of this chapter, any other applicable law and/or the conditions of the development permit. Disregard of a stop-work order shall subject the violator to the penalties described in § **136-9** of this chapter.

G. Certificate of compliance.

(1) In areas of special flood hazard, as determined by documents enumerated in § **136-6**, it shall be unlawful to occupy or to permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted or wholly or partly altered or enlarged in its use or structure until a certificate of compliance has been issued by the local administrator stating that the building or land conforms to the requirements of this chapter.

(2) A certificate of compliance shall be issued by the local administrator upon satisfactory completion of all development in areas of special flood hazard.

(3) Issuance of the certificate shall be based upon the inspections conducted as prescribed in § **136-14E**, Inspections, and/or any certified elevations, hydraulic data, floodproofing, anchoring requirements or encroachment analyses which may have been required as a condition of the approved permit.

H. Information to be retained. The local administrator shall retain and make available for inspection copies of the following:

(1) Floodplain development permits and certificates of compliance;

(2) Certifications of as-built lowest floor elevations of structures, required pursuant to § **136-14D(1)** and **(2)**, and whether or not the structures contain a basement;

(3) Floodproofing certificates required pursuant to § **136-14(D)(1)** and whether or not the structures contain a basement;

(4) Variances issued pursuant to Article **VI**, Variance Procedure; ~~and~~

- (5) Notices required under § 136-14(C), Alteration of watercourses; and
(6) Base flood elevations developed pursuant to sub-section 4.3(7) and supporting technical analysis.

Article V Construction Standards

136-15 General standards.

The following standards apply to new development, including new and substantially improved structures, in the areas of special flood hazard shown on the Flood Insurance Rate Map designated in § 136-6.

A. Coastal High Hazard Areas and Coastal Zones. The following requirements apply within V1-V30, VE, V and Coastal A Zones:

~~Subdivision proposals. The following standards apply to all new subdivision proposals and other proposed development in areas of special flood hazard (including proposals for manufactured home and recreational vehicle parks and subdivisions):~~

- (1) All new construction, including manufactured homes and recreational vehicles on site 180 days or longer and not fully licensed for highway use, shall be located landward of the reach of high tide. ~~Proposals shall be consistent with the need to minimize flood damage;~~
- (2) The use of fill for structural support of buildings, manufactured homes or recreational vehicles on site 180 days or longer is prohibited. ~~Public utilities and facilities such as sewer, gas, electrical and water systems shall be located and constructed so as to minimize flood damage; and~~
- (3) Man-made alteration of sand dunes which would increase potential flood damage is prohibited. ~~Adequate drainage shall be provided to reduce exposure to flood damage.~~

B. Subdivision and Development Proposals. The following standards apply to all new subdivision proposals and other proposed development in areas of special flood hazard (including proposals for manufactured home and recreational vehicle parks and subdivisions):

- (1) Proposals shall be consistent with the need to minimize flood damage;
- (2) Public utilities and facilities such as sewer, gas, electrical and water systems shall be located and constructed to minimize flood damage; and,
- (3) Adequate drainage shall be provided to reduce exposure to flood damage.
- (4) Proposed development shall not result in physical damage to any other property (e.g., stream bank erosion or increased flood velocities). If requested by the Local Administrator, the applicant shall provide a technical analysis, by a licensed professional engineer, demonstrating that this condition has been met.
- (5) Proposed development shall be designed, located, and constructed so as to offer the minimum resistance to the flow of water and shall be designed to have a minimum effect upon the height of flood water.

(6) Any equipment or materials located in a special flood hazard area shall be elevated, anchored, and floodproofed as necessary to prevent flotation, flood damage, and the release of hazardous substances.

(7) No alteration or relocation of a watercourse shall be permitted unless:

(a) a technical evaluation by a licensed professional engineer demonstrates that the altered or relocated segment will provide conveyance equal to or greater than that of the original stream segment and will not result in physical damage to any other property;

(b) if warranted, a conditional revision of the Flood Insurance Rate Map is obtained from the Federal Emergency Management Agency, with the applicant providing the necessary data, analyses, and mapping and reimbursing the Town of Irondequoit for all fees and other costs in relation to the application; and

(c) the applicant provides assurance that maintenance will be provided so that the flood carrying capacity of the altered or relocated portion of the watercourse will not be diminished.

B. **C.** Encroachments.

(1) Within Zones A1-A30 and AE, on streams without a regulatory floodway, no new construction, substantial improvements or other development (including fill) shall be permitted unless:

(a) The applicant demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any location; or

(b) The Town of Irondequoit agrees to apply to the Federal Emergency Management Agency (FEMA) for a conditional FIRM revision, FEMA approval is received and the applicant provides all necessary data, analyses and mapping and reimburses the Town of Irondequoit for all fees and other costs in relation to the application. The applicant must also provide all data, analyses and mapping and reimburse the Town of Irondequoit for all costs related to the final map revision.

(2) On streams with a regulatory floodway, as shown on the Flood Boundary and Floodway Map or the Flood Insurance Rate Map adopted in § **136-6**, no new construction, substantial improvements or other development in the floodway (including fill) shall be permitted unless:

(a) A technical evaluation by a licensed professional engineer shows that such an encroachment shall not result in any increase in flood levels during occurrence of the base flood; or

(b) The Town of Irondequoit agrees to apply to the Federal Emergency Management Agency (FEMA) for a conditional FIRM and floodway revision, FEMA approval is received and the applicant provides all necessary data, analyses and mapping

and reimburses the Town of Irondequoit for all fees and other costs in relation to the application. The applicant must also provide all data, analyses and mapping and reimburse the Town of Irondequoit for all costs related to the final map revisions.

(3) In a Special Flood Hazard Area (SFHA), if any development is found to increase or decrease base flood elevations, the Town of Irondequoit shall as soon as practicable, but not later than six months after the date such information becomes available, notify FEMA and the New York State Department of Environmental Conservation of the changes by submitting technical or scientific data in accordance with standard engineering practice.

§ 136-16 **Standards for all structures.**

A. Anchoring. New structures and substantial improvement to structures in areas of special flood hazard shall be anchored to prevent flotation, collapse, or lateral movement during the base flood. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

B. Construction materials and methods.

(1) New construction and substantial improvements to structures shall be constructed with materials and utility equipment resistant to flood damage.

(2) New construction and substantial improvements to structures shall be constructed using methods and practices that minimize flood damage.

(3) For enclosed areas below the lowest floor of a structure within Zone A1-A30, AE or AH and also Zone A if base flood elevation data are available, new and substantially improved structures shall have fully enclosed areas below the lowest floor that are usable solely for the parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding, designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. **Designs for meeting this requirement must either be certified by a licensed professional engineer or architect or meet or exceed the following minimum criteria:**

~~**(a)** Designs for meeting this requirement must either be certified by a licensed professional engineer or architect or meet or exceed the following minimum criteria:~~

~~**(1)** A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding; and~~

~~**(2)** The bottom of all such openings no higher than one foot above the lowest adjacent finished grade.~~

~~**(c)** openings not less than three inches in any direction.~~

~~**(b)**~~ **(d)** Openings may be equipped with louvers, valves, screens or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters. Enclosed areas subgrade on all sides are considered basements and are not permitted.

C. Utilities.

- (1) New and replacement electrical equipment, heating, ventilating, air conditioning, plumbing connections, and other service equipment shall be located at or above the base flood elevation or be designed to prevent water from entering and accumulating within the components during a flood and to resist hydrostatic and hydrodynamic loads and stresses. Electrical wiring and outlets, switches, junction boxes and panels shall be elevated to or above the base flood elevation unless they conform to the appropriate provisions of the electrical part of the Building Code of New York State or the Residential Code of New York State for location of such items in wet locations;
- (2) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- (3) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters. Sanitary sewer and storm drainage systems for buildings that have openings below the base flood elevation shall be provided with automatic backflow valves or other automatic backflow devices that are installed in each discharge line passing through a building's exterior wall; and
- (4) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

§ 136-17 D. Storage Tanks

- (1) Underground tanks shall be anchored to prevent flotation, collapse and lateral movement during conditions of the base flood.
- (2) Above-ground tanks shall be:
 - (a) anchored to prevent flotation, collapse or lateral movement during conditions of the base flood or;
 - (b) installed at or above the base flood elevation as shown on the Flood Insurance Rate Map enumerated in Section 3.2 plus two feet.

§136.17 Residential Structures (Except Coastal High Hazard Areas and Coastal A Zones)

(A) Elevation. The following standards apply to new and substantially improved residential structures located in areas of special flood hazard, in addition to the requirements in sub-sections § 136-15(B), SUBDIVISION PROPOSALS, and § 136-15(C), ENCROACHMENTS, and §136.16, STANDARDS FOR ALL STRUCTURES.

- (1) Within Zones A1-A30, AE, AH if base flood elevation data are available, new construction and substantial improvements shall have the top of the lowest floor (including basement) elevated to or above two feet above the base flood elevation. Within Zones AH adequate drainage paths are required to guide flood waters around and away from proposed structures on slopes.
- (2) Within Zone A, when no base flood elevation data are available, a base flood elevation shall be determined by either:
 - (a) Obtain and reasonably use data available from a federal, state, or other source plus two feet of freeboard, or,

(b) Determine the base flood elevation in accordance with accepted hydrologic and hydraulic engineering practice, plus two feet of freeboard. Determinations shall be undertaken by a registered design professional who shall document that the technical methods used reflect currently accepted engineering practice. Studies, analyses, and computations shall be submitted in sufficient detail to allow thorough review and approval.

(3) Within Zone AO, new construction and substantial improvements shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's Flood Insurance Rate Map enumerated in Section 3.2 plus one foot of freeboard. In areas designated as Zone AO where a depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. Within AO, adequate drainage paths are required to guide flood waters around and away from proposed structures on slopes.

~~**(1)** Within Zones A1-A30, AE and AH and also Zone A if base flood elevation data are available, new construction and substantial improvements shall have the lowest floor (including basement) elevated to or above two feet above the base flood elevation.~~

~~**(2)** Within Zone A, when no base flood elevation data are available, new and substantially improved structures shall have the lowest floor (including basement) elevated at least three feet above the highest adjacent grade.~~

~~**(3)** Within Zone AO, new and substantially improved structures shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as two feet above the depth number specified in feet on the community's Flood Insurance Rate Map enumerated in § 136-6 (at least two feet if no depth number is specified).~~

~~**(4)** Within Zones AH and AO, adequate drainage paths are required to guide floodwaters around and away from proposed structures on slopes.~~

§ 136-18 RESIDENTIAL STRUCTURES (COASTAL HIGH HAZARD AREAS AND COASTAL A ZONES)

The following standards, in addition to the standards in sub-sections **§136-15(A)**, COASTAL HIGH HAZARD AREAS AND COASTAL A ZONES, and **§136-15(B)**, SUBDIVISION PROPOSALS, and **§136-16**, STANDARDS FOR ALL STRUCTURES, apply to new and substantially improved residential structures located in areas of special flood hazard shown as Zones V1-V30, VE, V, or Coastal A on the community's Flood Insurance Rate Map designated in **§136-6**.

A. ELEVATION. New construction and substantial improvements shall be elevated on pilings, columns or shear walls such that the bottom of the lowest horizontal structural member supporting the lowest elevated floor (excluding columns, piles, diagonal bracing attached to the piles or columns, grade beams, pile caps and other members designed to either withstand storm action or break away without imparting damaging loads to the structure) is elevated to or above two feet above base flood elevation so as not to impede the flow of water.

B. DETERMINATION OF LOADING FORCES. Structural design shall consider the effects of wind and water loads acting simultaneously during the base flood on all building components.

- (1)** The structural design shall be adequate to resist water forces that would occur during the base flood. Horizontal water loads considered shall include inertial and drag forces of waves, current drag forces, and impact forces from waterborne storm debris. Dynamic uplift loads shall also be considered if bulkheads, walls, or other natural or man-made flow obstructions could cause wave runup beyond the elevation of the base flood.
- (2)** Buildings shall be designed and constructed to resist the forces due to wind pressure. Wind forces on the superstructure include windward and leeward forces on vertical walls, uplift on the roof, internal forces when openings allow wind to enter the house, and upward force on the underside of the house when it is exposed. In the design, the wind should be assumed to blow potentially from any lateral direction relative to the house.
- (3)** Wind loading values used shall be those required by the building code.

C. FOUNDATION STANDARDS

- (1)** The pilings or column foundation and structure attached thereto shall be adequately anchored to resist flotation, collapse or lateral movement due to the effects of wind and water pressures acting simultaneously on all building components. Foundations must be designed to transfer safely to the underlying soil all loads due to wind, water, dead load, live load and other loads (including uplift due to wind and water).
- (2)** Spread footings and fill material shall not be used for structural support of a new building or substantial improvement of an existing structure.

D. PILE FOUNDATION DESIGN

- (1)** The design ratio of pile spacing to pile diameter shall not be less than 8:1 for individual piles (this shall not apply to pile clusters located below the design grade). The maximum center-to-center spacing of wood piles shall not be more than 12 feet on center under load bearing sills, beams, or girders.
- (2)** Pilings shall have adequate soil penetration (bearing capacity) to resist the combined wave and wind loads (lateral and uplift) associated with the base flood acting simultaneously with typical structure (live and dead) loads, and shall include consideration of decreased resistance capacity caused by erosion of soil strata surrounding the piles. The minimum penetration for foundation piles is to an elevation of 5 feet below mean sea level (msl) datum if the BFE is +10 msl or less, or to be at least 10 feet below msl if the BFE is greater than +10 msl.

- (3) Pile foundation analysis shall also include consideration of piles in column action from the bottom of the structure to the stable soil elevation of the site. Pilings may be horizontally or diagonally braced to withstand wind and water forces.
- (4) The minimum acceptable sizes for timber piles are a tip diameter of 8 inches for round timber piles and 8 by 8 inches for square timber piles. All wood piles must be treated in accordance with requirements of EPEE-C3 to minimize decay and damage from fungus.
- (5) Reinforced concrete piles shall be cast of concrete having a 28-day ultimate compressive strength of not less than 5,000 pounds per square inch, and shall be reinforced with a minimum of four longitudinal steel bars having a combined area of not less than 1% nor more than 4% of the gross concrete area. Reinforcing for precast piles shall have a concrete cover of not less than 1 1/4 inches for No. 5 bars and smaller and not less than 1 1/2 inches for No. 6 through No. 11 bars. Reinforcement for piles cast in the field shall have a concrete cover of not less than 2 inches.
- (6) Piles shall be driven by means of a pile driver or drop hammer, jetted, or augered into place.
- (7) Additional support for piles in the form of bracing may include lateral or diagonal bracing between piles.
- (8) When necessary, piles shall be braced at the ground line in both directions by a wood timber grade beam or a reinforced concrete grade beam. These at-grade supports should be securely attached to the piles to provide support even if scoured from beneath.
- (9) Diagonal bracing between piles, consisting of 2-inch by 8-inch (minimum) members bolted to the piles, shall be limited in location to below the lowest supporting structural member and above the stable soil elevation, and aligned in the vertical plane along pile rows perpendicular to the shoreline. Galvanized steel rods (minimum diameter 1/2 inch) or cable type bracing is permitted in any plane.
- (10) Knee braces, which stiffen both the upper portion of a pile and the beam-to-pile connection, may be used along pile rows perpendicular and parallel to the shoreline. Knee braces shall be 2-by-8 lumber bolted to the sides of the pile/beam, or 4-by-4 or larger braces framed into the pile/beam. Bolting shall consist of two 5/8-inch galvanized steel bolts (each end) for 2-by-8 members, or one 5/8-inch lag bolt (each end) for square members. Knee braces shall not extend more than 3 feet below the elevation of the base flood.

E. COLUMN FOUNDATION DESIGN

- (1) Masonry piers or poured-in-place concrete piers shall be internally reinforced to resist vertical and lateral loads, and be connected with a movement-resisting connection to a pile cap or pile shaft.

F. CONNECTORS AND FASTENERS

- (1) Galvanized metal connectors, wood connectors, or bolts of size and number adequate for the calculated loads must be used to connect adjoining components of a structure. Toe nailing as a principal method of connection is not permitted. All metal connectors and fasteners used in exposed locations shall be steel, hot-dipped galvanized after fabrication. Connectors in protected interior locations shall be fabricated from galvanized sheet.

G. BEAM TO PILE CONNECTIONS

- (1)** The primary floor beams or girders shall span the supports in the direction parallel to the flow of potential floodwater and wave action and shall be fastened to the columns or pilings by bolting, with or without cover plates. Concrete members shall be connected by reinforcement, if cast in place, or (of precast) shall be securely connected by bolting and welding. If sills, beams, or girders are attached to wood piling at a notch, a minimum of two (5/8)-inch galvanized steel bolts or two hot-dipped galvanized straps 3/16 inch by 4 inches by 18 inches each bolted with two 1/2 inch lag bolts per beam member shall be used. Notching of pile tops shall be the minimum sufficient to provide ledge support for beam members without unduly weakening pile connections. Piling shall not be notched so that the cross section is reduced below 50%.

H. FLOOR AND DECK CONNECTIONS

- (1)** Wood 2- by 4-inch (minimum) connectors or metal joist anchors shall be used to tie floor joists to floor beams/girders. These should be installed on alternate floor joists, at a minimum. Cross bridging of all floor joists shall be provided. Such cross bridging may be 1- by 3-inch members, placed 8 feet on-center maximum, or solid bridging of same depth as joist at same spacing.
- (2)** Plywood should be used for subflooring and attic flooring to provide good torsional resistance in the horizontal plane of the structure. The plywood should not be less than (3/4)-inch total thickness, and should be exterior grade and fastened to beams or joists with 8d annular or spiral thread galvanized nails. Such fastening shall be supplemented by the application of waterproof industrial adhesive applied to all bearing surfaces.

I. EXTERIOR WALL CONNECTIONS

- (1)** All bottom plates shall have any required breaks under a wall stud or an anchor bolt. Approved anchors will be used to secure rafters or joists and top and bottom plates to studs in exterior and bearing walls to form a continuous tie. Continuous 15/32-inch or thicker plywood sheathing--overlapping the top wall plate and continuing down to the sill, beam, or girder--may be used to provide the continuous tie. If the sheets of plywood are not vertically continuous, then 2-by-4 nailer blocking shall be provided at all horizontal joints. In lieu of the plywood, galvanized steel rods of 1/2-inch diameter or galvanized steel straps not less than 1 inch wide by 1/16 inch thick may be used to connect from the top wall plate to the sill, beam, or girder. Washers with a minimum diameter of 3 inches shall be used at each end of the 1/2-inch round rods. These anchors shall be installed no more than 2 feet from each corner rod, no more than 4 feet on center.

J. CEILING JOIST/RAFTER CONNECTIONS

- (1)** All ceiling joists or rafters shall be installed in such a manner that the joists provide a continuous tie across the rafters. Ceiling joists and rafters shall be securely fastened at their intersections. A metal or wood connector shall be used at alternate ceiling joist/rafter connections to the wall top plate.

Gable roofs shall be additionally stabilized by installing 2-by-4 blocking on 2-foot centers between the rafters at each gable end. Blocking shall be installed a minimum of 8 feet toward the house interior from each gable end.

K. PROJECTING MEMBERS

- (1)** All cantilevers and other projecting members must be adequately supported and braced to withstand wind and water uplift forces. Roof eave overhangs shall be limited to a maximum of 2 feet and joist overhangs to a maximum of 1 foot. Larger overhangs and porches will be permitted if designed or reviewed and certified by a registered professional engineer or architect.

L. ROOF SHEATHING

- (1)** Plywood, or other wood material, when used as roof sheathing, shall not be less than 15/32 inch in thickness, and shall be of exterior sheathing grade or equivalent. All attaching devices for sheathing and roof coverings shall be galvanized or be of other suitable corrosion resistant material.
- (2)** All corners, gable ends, and roof overhangs exceeding six inches shall be reinforced by the application of waterproof industrial adhesive applied to all bearing surfaces of any plywood sheet used in the sheathing of such corner, gable end, or roof overhang.
- (3)** In addition, roofs should be sloped as steeply as practicable to reduce uplift pressures, and special care should be used in securing ridges, hips, valleys, eaves, vents, chimneys, and other points of discontinuity in the roofing surface.

M. PROTECTION OF OPENINGS

- (1)** All exterior glass panels, windows, and doors shall be designed, detailed, and constructed to withstand loads due to the design wind speed of 75 mph. Connections for these elements must be designed to transfer safely the design loads to the supporting structure. Panel widths of multiple panel sliding glass doors shall not exceed three feet.

N. BREAKAWAY WALL DESIGN STANDARDS

- (1)** The breakaway wall shall have a design safe loading resistance of not less than 10 and not more than 20 pounds per square foot, with the criterion that the safety of the overall structure at the point of wall failure be confirmed using established procedures. Grade beams shall be installed in both directions for all piles considered to carry the breakaway wall load. Knee braces are required for front row piles that support breakaway walls.
- (2)** Use of breakaway wall strengths in excess of 20 pounds per square foot shall not be permitted unless a registered professional engineer or architect has developed or reviewed the structural design and specifications for the building foundation and breakaway wall components, and certifies that (1) the breakaway walls will fail under water loads less than those that would occur during the base flood; and (2) the elevated portion of the building and supporting foundation system will not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Water loading values used shall be those associated with the base flood. Wind loading values shall be those required by the building code.

§ 136-19 Nonresidential Structures (EXCEPT COASTAL HIGH HAZARD AREAS AND COASTAL A ZONES)

The following standards apply to new and substantially improved commercial, industrial and other nonresidential structures located in areas of special flood hazard, in addition to the requirements in § 136-15(B)A, Subdivision proposals; and § 136-15(C)B, Encroachments; and § 136-16, Standards for all structures.

A. Within Zones A1-A30, AE and AH and also Zone A if base flood elevation data are available, new construction and substantial improvements of any nonresidential structure, together with attendant utility and sanitary facilities, shall either:

- (1) Have the lowest floor, including basement or cellar, elevated to or above two feet above the base flood elevation; or
- (2) Be floodproofed so that the structure is watertight below two feet above the base flood elevation with walls substantially impermeable to the passage of water. All structural components located below the base flood level must be capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy.

B. Within Zone AO, new construction and substantial improvements of nonresidential structures shall:

- (1) Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as two feet above the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified); or
- (2) Together with attendant utility and sanitary facilities, be completely floodproofed to that level to meet the floodproofing standard specified in § 136-19(A)(2)18A(2).

C.~~(3)~~ If the structure is to be floodproofed, a licensed professional engineer or architect shall develop and/or review structural design, specifications, and plans for construction. A floodproofing certificate or other certification shall be provided to the local administrator that certifies the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of § 136-19(A)(2)18A(2), including the specific elevation (in relation to mean sea level) to which the structure is to be floodproofed.

D.~~(4)~~ Within Zones AH and A0, adequate drainage paths are required to guide floodwaters around and away from proposed structures on slopes.

E.~~(5)~~ Within Zone A, when no base flood elevation data are available, the lowest floor (including basement) shall be elevated at least three feet above the highest adjacent grade.

§136-20 NON-RESIDENTIAL STRUCTURES (COASTAL HIGH HAZARD AREAS AND COASTAL A ZONES)

In Zones V1-V30, VE, V, and Coastal A if base flood elevations are available, new construction and substantial improvements of any non-residential structure, together with attendant utility and sanitary facilities, shall have the bottom of lowest member of the lowest floor elevated to or above two feet above the base flood elevation. Floodproofing of structures is not an allowable alternative to elevating the lowest floor to two feet above the base flood elevation in Zones V1-V30, VE, V, and Coastal A.

§ 136-21 Manufactured homes and recreational vehicles.

The following standards, in addition to the standards in § **136-15**, General standards; and § **136-16**, Standards for all structures, apply, as indicated, in areas of special flood hazard to manufactured homes and to recreational vehicles which are located in areas of special flood hazard;

A. Recreational vehicles.

(1) Recreational vehicles placed on sites within Zones A1-A30, AE and AH shall either:

(a) Be on site fewer than 180 consecutive days;

(b) Be fully licensed and ready for highway use; or

(c) Meet the requirements for manufactured homes in Subsections **B**, **C**, and **D**.

(2) A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect-type utilities and security devices and has no permanently attached additions.

B. Within Zones A1-A30, AE, AH, the bottom of the frame of the manufactured home shall be elevated to meet the requirements of §136-17(A)(1). Elevation on piers consisting of dry stacked blocks is prohibited

~~A manufactured home that is placed or substantially improved in Zones A1-A30, AE and AH shall be elevated on a permanent foundation such that the lowest floor is elevated to or above two feet above the base flood elevation and is securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.~~

C. Within Zone A, the bottom of the frame of the manufactured home shall be elevated to meet the requirements of §136-17(A)(2). Elevation on piers consisting of dry stacked blocks is prohibited. ~~Within Zone A, when no base flood elevation data are available, new and substantially improved manufactured homes shall be elevated such that the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and are securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement.~~

D. Within Zone AO, the bottom of the frame of the manufactured home shall be elevated to meet the requirements of §136-17(A)(3). Elevation on piers consisting of dry stacked blocks is prohibited. ~~Within Zone AO, the floor shall be elevated above the highest adjacent grade at least~~

as high as the depth number specified on the Flood Insurance Rate Map enumerated in ~~§ 136-6~~ (at least two feet if no depth number is specified).

E. Within V or VE, manufactured homes must meet the requirements of §136-18.

F. The foundation and anchorage of manufactured homes to be located in identified floodways shall be designed and constructed in accordance with ASCE 24.

§ 136-22 **ACCESSORY STRUCTURES INCLUDING DETACHED GARAGES**

The following standards apply to new and substantially improved accessory structures, including detached garages, in the areas of special flood hazard shown on the Flood Insurance Rate Map designated in §136-6.

A. The accessory structure must meet the definition of structure, for floodplain management purposes, provided in 44 CFR § 59.1, where walled and roofed shall be interpreted as having two outside rigid walls and a fully secured roof.

B. The accessory structure should be small, as defined by the community and approved by FEMA, and represent a minimal investment. Accessory structures of any size may be considered for a variance; however, FEMA considers accessory structures that meet the following criteria to be small and therefore not necessarily in need of a variance, if the community chooses to allow it:

(1) Located in an A Zone (A, AE, A1-A30, AR, A99) and less than or equal to the size of a one-story, two-car garage.

(2) Located in a V Zone (V, VE, V1-V30) and less than or equal to 100 square feet.

C. Accessory structures must meet the standards of Section 5.2-1, ANCHORING,

D. The portions of the accessory structure located below BFE plus two feet of freeboard must be constructed with flood-resistant materials.

E. Mechanical and utility equipment for the accessory structure must be elevated or dry floodproofed to or above BFE plus two feet of freeboard.

F. Within Zones AO and Zone A, if base flood elevation data are not available, areas below three feet above the highest adjacent grade shall be constructed using methods and practices that minimize flood damage.

G. The accessory structure must comply with the floodway encroachment provisions of the NFIP.

H. The accessory structure must be wet floodproofed to protect the structure from hydrostatic pressure. The design must meet the NFIP design and performance standards for openings per 44 CFR § 60.3(c)(5) and must allow for the automatic entry and exit of floodwaters without manual operation or the presence of a person (or persons).

I. Within Zones V1-V30, VE, V, and Coastal A, unelevated accessory buildings must be unfinished inside, constructed with flood-resistant materials, and used only for storage. When an accessory building is placed in these zones, the design professional must determine the effect that debris from the accessory building will have on nearby buildings. If the accessory building is large enough that its failure could create damaging debris or divert flood flows, it must be elevated above the base flood elevation plus two feet.

Article VI Variance Procedure

§ 136-23 Appeals Board.

A. The Planning Board as established by the Town of Irondequoit shall hear and decide appeals and requests for variances from the requirements of this chapter.

B. The Planning Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the local administrator in the enforcement or administration of this chapter.

C. Those aggrieved by the decision of the Planning Board may appeal such decision to the Supreme Court pursuant to Article 78 of the Civil Practice Law and Rules.

D. In passing upon such applications, the Planning Board shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter and:

(1) The danger that materials may be swept onto other lands to the injury of others;

(2) The danger to life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(4) The importance of the services provided by the proposed facility to the community;

(5) The necessity to the facility of a waterfront location, where applicable;

(6) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;

(7) The compatibility of the proposed use with existing and anticipated development;

(8) The relationship of the proposed use to the Comprehensive Plan and floodplain management program of that area;

(9) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(10) The costs to local governments and the dangers associated with conducting search-and-rescue operations during periods of flooding;

(11) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(12) The costs of providing governmental services during and after flood conditions, including search-and-rescue operations and maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems and streets and bridges.

E. Upon consideration of the factors of § **136-20D** and the purposes of this chapter, the Planning Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.

F. The local administrator shall maintain the records of all appeal actions, including technical information, and report any variances to the Federal Emergency Management Agency upon request.

§ 136-24 Conditions for variances.

A. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, provided that the items in § **136-**

23(D)(1)20D(1) through **(12)** have been fully considered. As the lot size increases beyond the 1/2 acre, the technical justification required for issuing the variance increases.

B. Variances may be issued for the repair or rehabilitation of historic structures upon determination that:

(1) The proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure; and

(2) The variance is the minimum necessary to preserve the historic character and design of the structure.

C. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use, provided that:

(1) The criteria of Subsections **A**, **D**, **E** and **F** of this section are met; and

(2) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threat to public safety.

D. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

E. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

F. Variances shall only be issued upon receiving written justification of:

(1) A showing of good and sufficient cause;

(2) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

(3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing chapters or ordinances.

G. Any applicant to whom a variance is granted for a building with the lowest floor below the base flood elevation shall be given written notice over the signature of a community official that:

(1) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage; and

(2) such construction below the base flood level increases risks to life and property.

(3) Such notification shall be maintained with the record of all variance actions as required in § **136-14H** of this chapter.

Section 2. Severability. The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

Section 3. Effective Date. This act shall take effect upon its filing with the Secretary of State as required by § 27 of the Municipal Home Rule Law.

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH
PROWAY MANAGEMENT FOR LEAD PAINT TESTING SERVICES
RELATED TO THE HOME IMPROVEMENT PROGRAM**

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 18th day of June, 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

Harter Secrest & Emery LLP

Attorney for the Town

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

WHEREAS, the Town provides a home improvement grant program which is funded by the Community Development Block Grant (“CDBG”) from the U. S. Department of Housing & Urban Development (“HUD”); and,

WHEREAS, HUD regulations require that when an interior surface is disturbed during certain construction or home improvement projects, paint be tested for the presence of lead to mitigate public health risks; and,

WHEREAS, pursuant to the requirements of Section 51-8 (A)(4) of the Irondequoit Town Code, the Town sent out a request for proposals for lead paint testing services on April 1, 2024; and,

WHEREAS, three proposals were received and the Selection Committee interviewed and evaluated each of the firms that submitted proposals; and,

WHEREAS, the Selection Committee recommends the Town Board authorize _____ to perform lead testing services necessary for the home improvement grant program; and,

WHEREAS, a copy of the proposed contract between the Town and Proway Management is attached hereto as **Attachment A**.

WHEREAS, funding for this is available in the CDBG annual grant for the Irondequoit home improvement program, account no. 014 – 8668 - 4120.

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with Proway Management for lead paint testing services as detailed in Attachment A.

This resolution shall take effect immediately upon its adoption.

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

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

AGREEMENT BETWEEN THE TOWN OF IRONDEQUOIT AND

This is an agreement entered into on the ____ day of _____, 2024 between the TOWN OF IRONDEQUOIT, a municipal corporation, on behalf of the Community Development Block Grant Program, having offices at 1280 Titus Avenue, Rochester, New York 14617 (hereinafter referred to as "Town"), and _____, having offices at _____ (hereinafter referred to as "_____").

WHEREAS, the primary objective of the Community Development Block Grant (CDBG) program is the development and preservation of viable urban communities by providing good housing and a suitable living environment, and by expanding economic opportunities, principally for low and moderate income persons, and;

WHEREAS, the Town conducts a home improvement grant program funded by the CDBG which has the objective of funding improvements to owner occupied homes of persons of low or moderate income, and;

WHEREAS, the Town requires the services of an environmental testing service to determine if lead is present in paint that might be disturbed by construction activities in the homes of the persons receiving CDBG funding for home improvements, and;

WHEREAS, the Town prepared a request for proposals for lead testing services on April 1, 2024 and the lowest responsible response was submitted by _____; and,

WHEREAS, Town Board authorized a contract with _____ on June 18, 2024 by resolution 2024-_____ for the period from August 1, 2024 through July 31, 20__; and,

NOW THEREFORE, in consideration of the terms and conditions herein, it is hereby agreed by and between the parties as follows:

_____ agrees to provide the lead testing services as illustrated on Appendix A, attached, for the period from August 1, 2024 through July 31, 20__.

_____ agrees that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the Town, it will indemnify and hold harmless the Town, its officers, employees, and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees, or loss arising directly or indirectly out of the performance or failure to perform hereunder by _____ or third parties under the direction or control of _____; and to provide defense for and defend, at its sole expense, any and all claims, demands, or causes of action directly or indirectly arising out of the Agreement and to bear all costs and expenses related thereto.

The Town agrees to pay _____ monthly upon the submission of satisfactory invoices.
IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

TOWN OF IRONDEQUOIT

By: Andrae Evans, Supervisor

By:

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the _____ day of _____, 2024, before me, the undersigned, personally appeared Andrae Evans, Supervisor, Town of Irondequoit, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the _____ day of _____, 2024, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Resolution No. 2024-_____

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH
IRONDEQUOIT AMBULANCE FOR AWARD AND USE OF AMERICAN
RESCUE PLAN ACT FUNDING**

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 18th day of June 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

Harter Secrest & Emery 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, Irondequoit Ambulance is a local not-for-profit organization based in Irondequoit and provides ambulance services to the local community; and

WHEREAS, since the onset of the COVID-19 pandemic, Irondequoit Ambulance has experienced an increase in staffing costs and decreased revenue; and

WHEREAS, Irondequoit Ambulance has presented the Town with a proposal to purchase chest compressors to provide better care to cardiac patients The proposal is attached hereto as **Attachment A**; and

WHEREAS, the Town wishes to grant ARPA funding to Irondequoit Ambulance in an amount not to exceed \$137,000 to help with the negative economic impact of COVID-19; and

WHEREAS, such use of ARPA funding 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 the award and use of ARPA funds in the amount of \$137,000 to Irondequoit Ambulance;

AND BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor or Acting Supervisor to enter into the Agreement for Award and Use of ARPA Funds with Irondequoit Ambulance in substantially the form annexed hereto as **Attachment A** and in such final form as approved by the Attorney for the Town.

This resolution shall take effect immediately upon its adoption.

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

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



Serving the Community Since 1982

4/3/24

Supervisor Andrae Evans
Town of Irondequoit
1280 Titus Ave.
Rochester, NY 14617

Supervisor Evans,

I would like to reach out to you to see if the town many have any un-allocated ARPA funds. Planning for a more capable response to the Irondequoit community, I have identified a few target areas that are of importance to begin to address. Each item has some capital costs that are difficult to find in our budget and I believe they may meet the intentions of ARPA public health shortcomings post COVID.

I will break these out in area of importance, first to last.

Lucas chest compression system

The American Heart Association has set guidelines for persons in cardiac arrest requiring 100-120 compressions per minute and a depth of at least 2 inches. These guidelines were based on studies that showed maintaining the required rate and depth without interruptions increased cardiac arrest survival. For many years now CPR has been delivered by humans performing this critical lifesaving skill. When the compression rates increased with the AHA guidelines this made a daunting task for responders to meet. Keeping the rate and depth may vary by responders' experience and physical stamina, making the need to make numerous provider changes during care. The interruption is counter to the patient needs, and is exacerbated by patient movement to and from the ambulance. CPR is also a safety hazard to crew members in the back of a moving ambulance.

Stryker has designed and perfected an automatic chest compression system. This machine is designed to be used on patients in the field. It does not tire, does not require responder changes, provides appropriate rate and depth, and continues to work during patient movement to the hospital. It provides chest compressions with minimal interruptions giving the patient the best chance at survival. Additionally, where staffing levels are always a concern, this device frees multiple responders to tend to other critical tasks increasing survivability.

Both Rochester Regional and Strong Memorial hospital now have specific therapies if patients are treated with this device. Persistent ventricular fibrillation and ventricular tachycardia that are not reversed by medication and electrical therapy in the field are candidates for ECMO, a specialized emergency room treatment. Patients must have an automatic compression device

Irondequoit Ambulance, Inc.

2330 Norton Street Rochester, NY 14609

Emergency: 911 Business: 585-544-5112 Fax: 585-544-1810

www.irondequoitambulance.com

used during their treatment in the field. While not a requirement, this device is becoming part of emergency medical services standard of care.

Field deployment of only a few devices is one difficulty foreseen in deployment models. EMS is not able to determine the need for this device upon initial dispatch. If the device is not present when needed the time waiting for it to be delivered by other units could be the difference between life and death. Our deployment plan would be five units, one on each of our primary response vehicles.

Lucas – each \$17,413.05 Total of five: \$87,065.25

Desk Top Charger – each \$1,352.85 Total of two: \$2,705.70

Battery – each \$ 804.75 Total of 5: \$4,023.75

Project total - \$93, 794.70

“Bariatric” cot

Responding to, and managing bariatric emergencies has become a more difficult task over the past few years. Safely managing the movement and these patients is a risk to both the patient and responders. Originally, Monroe Ambulance and AMR had specialized bariatric trucks that would respond when requested throughout the county. Due to EMS staffing concerns since COVID, these resources are seldom available to respond, requiring Irondequoit Ambulance to plan for handling these emergencies by ourselves. We originally purchased Stryker Power-Pro cots over 7 years ago. These were capable of lifting (unassisted) up to 500 lbs., and a total capacity up to 700 lbs. We have since deployed crash rated loading and mounting devices capable of handling 875 lbs. to increase patient and responder safety.

Our current Power Pro’s have served the community well, but they have been noted to be lacking responder confidence while managing larger patients. Stryker has developed a second generation cot called the Power Pro 2. This cot has the following advantages:

- Capable of lifting 700 lbs. unassisted.
- More rugged sub frame for better load management on uneven surfaces.
- More rugged foot end handling- makes it easier to crews to better and safer push, pull and manage heavier patients.
- New ability to “compress” the length of the cot to better fit in the smaller elevators such as found in our senior resident complexes and medical buildings.
- The base model is 135 lbs. less than our current model, reducing responder fatigue and injury. This reduction in weight is a better trade off allowing a heavier patient to be safely restrained in our current mounting system.

Cost for one Power Pro2 including battery: \$33,202.84

Oxygen Cascade System

Our current oxygen cascade system is now more than 25 years old. This cascade system is used to fill portable oxygen tanks and on board vehicle tanks from larger ones delivered to our facility. Our current system does not provide appropriate safety systems and operation controls found in newer systems.

Irondequoit has been assisting our fire service partners and Irondequoit FD, Point Pleasant FD, Sea Breeze FD, and St. Paul FD. We provide oxygen refilling used in their EMS operations at no cost. We also feel that Irondequoit Ambulance would be able to provide assistance to the community during widespread emergencies where their normal oxygen supply company may not meet their immediate needs. This system then will benefit many different first response agencies and residents in the town.

Oxygen Cascade System: one \$ 8,196.44

Thank you for taking the time to review some projects that I think will greatly benefit emergency care in the Town of Irondequoit. Now that Irondequoit Ambulance provides service across Irondequoit, the projects above are available to residents regardless of specific areas that emergency happens. Each project will enhance the ability of Irondequoit Ambulance to better meet the community needs, and protect the responders providing care in the field.

If you should have any follow up questions, please don't hesitate to ask. And if you require demonstrations of this equipment or would like to visit our facility, please let me know.

A handwritten signature in black ink, appearing to read 'JL Kirchoff', is positioned above the printed name.

Thomas Kirchoff, Chief



Advisory 22-05 Extracorporeal Cardiac Life Support (ECLS)

To: All EMS Agencies and Providers
From: Jeremy T. Cushman, Regional Medical Director *JT Cushman*
Date: June 27, 2022

Recent advances in cardiac arrest care integrate the use of extracorporeal membrane oxygenation (ECMO). Termed Extracorporeal Cardiac Life Support (ECLS), this approach is increasingly being deployed across the world to treat cardiac arrest victims with specific presentations.

The attached clinical care guideline and algorithm is designed to identify those prehospital patients who may be eligible for this therapy which is only available through Rochester General or Strong Memorial Hospital Emergency Departments in concert with their cardiac surgery teams. The guideline must be followed as written in order to be potentially eligible for this therapy, but please understand that additional criteria which require determination at the hospital are required to implement ECLS and thus not all referred using this algorithm will ultimately be placed on ECMO. Should a patient not meet any of the criteria, or fall out of this guideline due to a change in clinical status, standard protocols shall then apply.

This Advisory complements Advisory 21-16 Automated Compression Devices which can be found [here](#) and outlines clinical guidance for the use of such devices as well as providing an important training resource.

This program is effective July 5, 2022 and a brief overview of the program for EMS practitioners can be found at <https://youtu.be/1X-pcrdCPTk>.

With any questions, please do not hesitate to contact this office.

web www.mlrems.org
phone (585) 463-2900
fax (585) 473-3516

office
44 Celebration Drive, Suite 2100
Rochester, NY 14620

mailing
601 Elmwood Avenue, Box 655
Rochester, NY 14642



ESTRACORPOREAL CARDIAC LIFE SUPPORT (ECLS) FOR MANAGEMENT OF PATIENTS IN PERSISTENT VF/VT

BACKGROUND AND PURPOSE

One-third of out-of-hospital cardiac arrests (OHCA) present with an initial shockable rhythm.ⁱ Refractory VF/VT, defined as failure to achieve sustained return of spontaneous circulation (ROSC) after three defibrillation attempts, occurs in 50% of those presenting with an initial shockable rhythm.ⁱⁱ While VF/VT arrest has a functionally favorable survival rate of 29%, refractory VF/VT reduces survival to no more than 8-15%.^{iii iv}

Recent advances in extracorporeal cardiopulmonary resuscitation (ECPR) utilizing extracorporeal membrane oxygenation (ECMO) for refractory VF/VT arrest has shown promise in improving the functional survival rate. A prehospital-initiated ECLS program in Minnesota, using criteria similar to those here, resulted in a 48% functionally intact survival of patients admitted to the ICU following ECMO placement.^v

The availability of ECLS at the University of Rochester - Strong Memorial Hospital and Rochester General Hospital provides an opportunity to advance the dynamic and evolving care of out-of-hospital VF/VT in the setting of cardiac arrest care. As this program is established, initial availability of this resource is limited, however it is expected that with time, expansion can occur. Preliminary estimates suggest that two patients a month within our community may be eligible for this intervention. It is against this backdrop that the following care guidelines are offered to MLREMS practitioners.

CARE GUIDELINES

Patients with persistent VF/VT may, at the discretion of the treating practitioner, be considered for transport to the Strong Memorial Hospital Emergency Department (SMH ED) or Rochester General Hospital Emergency Department (RGH ED) for consideration of ECLS if it is the most appropriate destination, mechanical CPR can be provided throughout, and the patient meets all eligibility criteria outlined in the attached algorithm.

The care guidelines, including suspending epinephrine after 3 doses and limiting amiodarone to 300 mg, are standing order for patients being transported to the SMH or RGH ED under this algorithm.

ⁱ [https://doi.org/10.1016/S0140-6736\(10\)62103-4](https://doi.org/10.1016/S0140-6736(10)62103-4)

ⁱⁱ <https://doi.org/10.1056/NEJMoa1010076>

ⁱⁱⁱ <https://doi.org/10.1056/NEJMoa1514204>

^{iv} <https://doi.org/10.1016/j.jacc.2017.06.059>

^v <https://doi.org/10.1016/j.resuscitation.2018.08.030>

Prehospital Algorithm for Refractory VF/VT

Persistent VF/VT After Three (3) Shocks



ECLS Eligible?

- Witnessed arrest
- Age 18 - 70 years
- Mechanical CPR can occur during transport
- Transport to SMH/RGH < 20 minutes



YES to ALL



- Apply mechanical compression device prior to transport if not already placed
- Consider vector change (A/P placement)
- Initiate transport to SMH or RGH ED
- Defibrillate every 2-3 minutes
- IV/IO access to arms, no IV/IO access to legs
- Epi 1 mg every five minutes for three doses then stop
- Amiodarone 300 mg once, then stop
- No Calcium or Sodium Bicarbonate unless suspected hyperkalemia



When enroute:

- Notify SMH/RGH of "ECLS Alert"
- Provide MIST report



If ROSC or conversion to another rhythm:

- Treat per protocol
- Continue transport
- Notify Medical Control of change in condition



**NO to ANY
of the above**



Usual cardiac arrest care **plus**

- Consider vector change (A/P placement)
- Limit Epi to 3 doses

ECLS Pre-Arrival notification
Call to SMH or RGH Medical Control

_____ Calling for an **ECLS Alert**
EMS Agency

ETA _____
minutes

_____ year old _____ patient in refractory Vfib arrest.
Age Gender

Treatments include: _____ shocks, _____ medication
Number Name

Patient Name & DOB (if available): _____

stryker

LUCAS® 3, v3.1

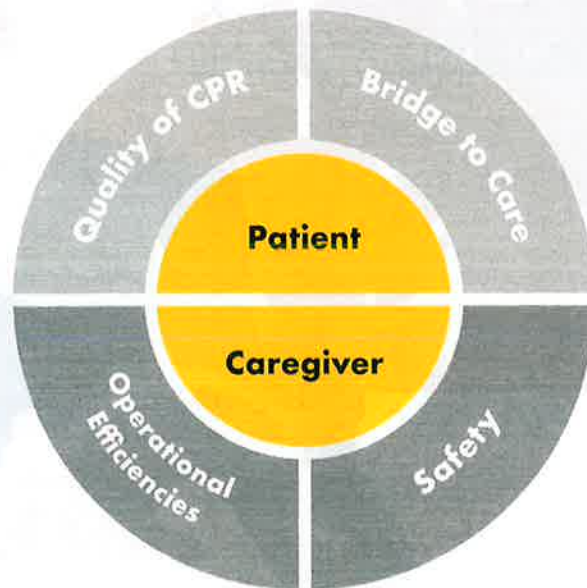
Chest Compression System



Your partner in life support

Consistency. It's a powerful thing.

The LUCAS Chest Compression System helps emergency care teams around the world do what they do best — save lives. With high-quality chest compressions and fewer interruptions than manual CPR, LUCAS is your partner that will administer Guidelines-consistent, high-quality compressions until the job is done.



CPR quality

- Delivers Guidelines-consistent, high-quality chest compressions at recommended rate and depth while allowing for chest recoil
- Fewer interruptions, compared to manual CPR, leading to higher compression ratios^{1,2} and increased blood flow to the brain^{3,4}
- Higher EtCO₂ values, compared to manual CPR, indicative of higher chance of ROSC⁵

Operational efficiencies

- Calms the event and reduces stress by eliminating the need to manage a compression rotation schedule
- Frees up care givers to focus on other tasks
- Utilizes data integration capabilities to enhance post event analysis and quality improvement efforts

Bridge to care

- Overcomes caregiver fatigue by providing Guidelines-consistent chest compressions for multiple hours if required*
- Allows for hands-free, high-quality chest compressions during transport^{1,6}
- Extends reach of care and allows for treatment of underlying cause during CPR (e.g. ECMO/PCI)²²

Safety

- Rescuers can avoid awkward and potentially dangerous situations when performing CPR during patient transport
- Potential to reduce CPR-related injuries to the CPR provider
- Reduces X-ray exposure of CPR provider during PCI

* When using multiple batteries or an external power source. Battery typically lasts for 45 minutes of operation

Proven. Safe. Effective.



For over 15 years the LUCAS Chest Compression System has been helping lifesaving teams around the world deliver high performance, Guidelines-consistent chest compressions to cardiac arrest patient in the field, on the move and in the hospital.

The LUCAS device has been proven safe and effective in a large randomized controlled trial, the highest level of clinical evidence.¹⁰

LUCAS by the numbers

25,000+

With over 25,000 devices in the global market, a patient is treated approximately every 2 minutes^{7,8}

16,830

In a successful 2 hour 45 minute resuscitation, LUCAS administered 16,830 Guidelines-consistent compressions⁹

>99%

Operational reliability in clinical use¹⁰

+60%

Increased blood flow to the brain vs. manual CPR³

>99%

of survivors had good neurological outcomes in large randomized LINC trial¹⁰

95%

of patients fit in the LUCAS device^{10,11}



"We know CPR is difficult to do well. People slow down. They don't always do it appropriately — even professional rescuers. A machine doesn't get tired; it is consistent, and consistency is key."

—Charles Lick, MD, Medical Director, Allina Medical Transport & Emergency Department Director, Buffalo NY Hospital²³

Your power to improve CPR quality

Less interruptions to CPR on the scene and during transport

30-40% of patients who have achieved return of spontaneous circulation (ROSC) on the scene will re-arrest prior to hospital arrival and may require CPR during transportation.^{20,21}

On-scene¹

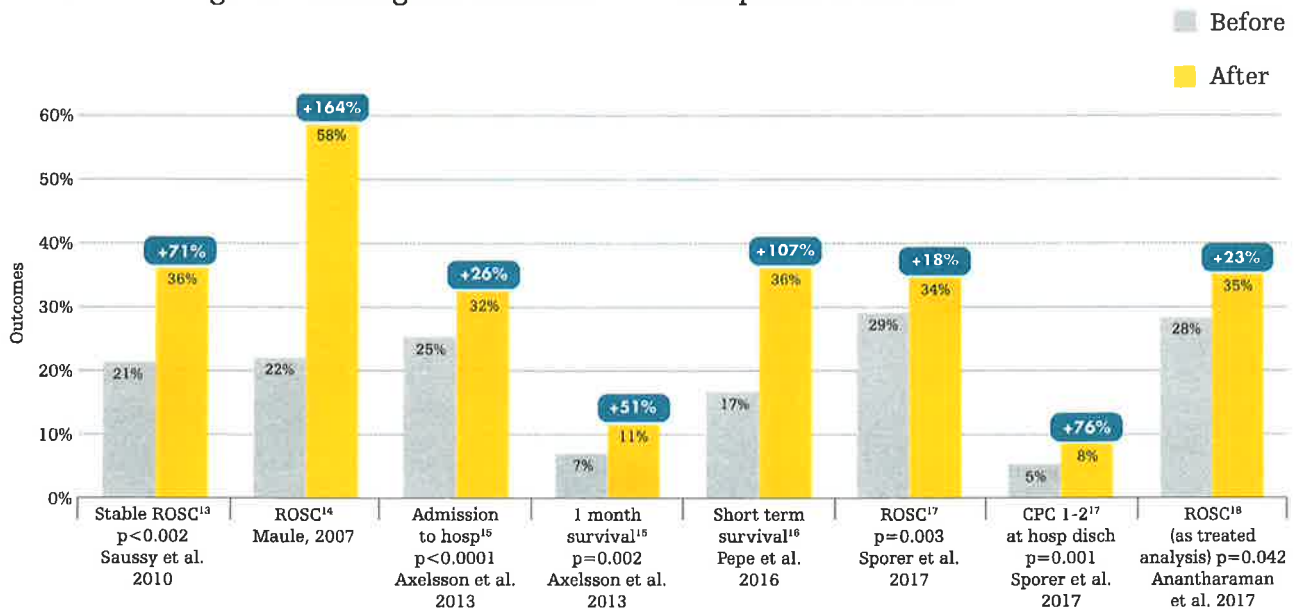


During transportation¹



LUCAS can contribute to improved outcomes

Systems of care implementing LUCAS together with a comprehensive approach to resuscitation* have shown increased ROSC rates¹³⁻¹⁷ as well as improved survival with good neurological outcomes^{15,17,19} compared to historical data.



*May include additional therapies or changes of protocols

LUCAS 3, v3.1 at a glance

7 seconds

The two-step application (back plate, then upper part) makes the LUCAS device quick and easy to deploy, as short as a median 7 second interruption time when transitioning from manual CPR.¹²

Battery allows for 45 min continuous run time. Plug in the external power supply for prolonged operation/charging



Top window for quick battery check

Compact, lightweight carrying case included with every device



The carbon fiber LUCAS PCI back plate (optional) is intended specifically for use in the cath lab, with its radiotranslucent material minimizing image shadows



Wi-Fi® connectivity for device Post-Event reports and asset notifications over e-mail

Comprehensive post-event analysis of LUCAS and LIFEPAK® data in CODESTAT™ 11 data review software

Patient straps secure patient arms during transport

Release Rings to remove the upper part from the back plate

Disposable suction cup with optional pressure pad release during ventilations

Compression rate can be set at 102, 111 or 120 to meet unique protocols

Stabilization strap helps keep device in correct position on patient

Standard low profile back plate, easy to place

High-quality CPR

Even if the patient lies upon a soft surface, the LUCAS device delivers Guidelines-consistent depth, overcoming the "mattress effect".

What's new with **v3.1**?

The LUCAS 3, v3.1 was designed with enhanced data capabilities to allow for better post-event reporting and asset management. With Wi-Fi and Bluetooth connectivity, your LUCAS device can be configured to meet your protocols within your LIFENET account. Integration with CODE-STAT 11 now allows for precise and timely post-event reviews that can help with training and quality improvements.

Setup options



Increase compression rate **without** sacrificing depth. Compression rate can be fixed or variable during operation at 102, 111, or 120 compressions per minute while still maintaining desired depth between 1.8 to 2.1 inches/45 to 53mm (depth fixed during operation).



Adjustable depth: 1.8 and 2.1 ± 0.1 inches / 45 to 53 ± 2 mm (fixed during operation)



Audible CPR timer:
1-15 minutes
(in 1 min. increments)



Adjust ventilation alerts, pause length and count



Optional pressure pad release (0.4 inches/10 mm) allows for chest rise during ventilation



Auto-lowering of piston (AutoFit or QuickFit)

* Setup options should be changed only under the direction of a physician knowledgeable in cardiopulmonary resuscitation who is familiar with the literature in this area

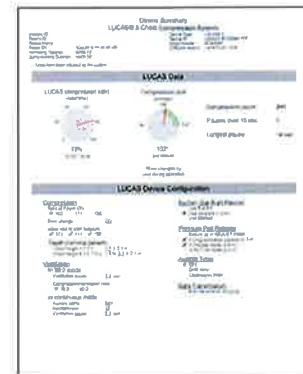
Connected care



Post-Event reporting

Key metrics and dashboards:

- Compression time, ratio, and rate
- Count, number of pauses > 10 sec.
- Duration of longest compression pauses
- Visual timeline of the event



Post-Event reporting

CODE-STAT 11 allows for LUCAS Post-Event Reports to be merged with reports from LIFEPAK 15 and LIFEPAK 20/20e devices.

Merged reports give a comprehensive view of cardiac arrest cases and can be used in quality improvement and training efforts.



Asset management

LIFENET offers easily accessible asset dashboard for fleet status at latest device check-in.

Gives notifications of expiring and expired LUCAS batteries.

The screenshot shows the 'LUCAS 3 Asset Management' dashboard. It features a table with columns for 'Device ID', 'Device Name', 'Status', and 'Last Check-in'. The table lists several devices, some of which are marked as 'Expired' or 'Expiring Soon'. The dashboard also includes a 'Summary' section with key statistics.

Device ID	Device Name	Status	Last Check-in
100001	100001	Active	10/10/2023
100002	100002	Active	10/10/2023
100003	100003	Expired	09/10/2023
100004	100004	Expiring Soon	11/10/2023

Selected specifications

For further details on specifications, please see the LUCAS 3, v3.1 Data Sheet (GDR 3336665) or LUCAS 3, v3.1 Instructions for Use.

Therapy

- Rate: 102 ± 2 compressions per minute
- Depth: 2.1 ± 0.1 inches / 53 ± 2 mm*
- Compression duty cycle: $50 \pm 5\%$
- ACTIVE 30:2 mode: 30:2 compression to ventilation ratio
- ACTIVE Continuous mode
- Ventilation alerts and pauses

Above specifications are factory default settings and for nominal patients. The LUCAS 3, v3.1 setup options allows you to tailor rate, depth and ventilation alerts and pauses within certain values, as well as setting up an optional audible timer, sending device data reports and connecting to Wi-Fi networks.

*For smaller patients with sternum height less than 7.3 inches / 185 mm: 1.5 to 2.1 ± 0.1 inches / 40 to 53 ± 2 mm

Device

Dimension

- Assembled (HxWxD):
22.0 x 20.5 x 9.4 inches / 56 x 52 x 24 cm
- In carrying case (HxWxD):
22.8 x 13.0 x 10.2 inches / 58 x 33 x 26 cm

Weight

- Device with Battery (no straps): 17.7 lbs / 8.0 kg
- Battery: 1.3 lbs / 0.6 kg

Environment

- Operating temperature:
+32°F to +104°F / +0°C to +40°C
-4°F / -20°C for 1 hour after storage at room temperature
- Storage temperature:
-4°F to +158°F / -20°C to +70°C
- Device IP classification (IEC 60529): IP43

Eligible patients

- No patient weight limitation
- Chest height: 6.7 to 11.9 inches / 17.0 to 30.3 cm
- Maximum chest width: 17.7 inches / 44.9 cm

Power specifications

Power source: Proprietary battery alone or with external power supply or car power cable

Battery

- Type: Rechargeable Lithium-ion Polymer (LiPo)
- Capacity: 3300 mAh (typical), 86 Wh
- Voltage (nominal): 25.9 V
- Run time (nominal patient): 45 minutes (typical).
Extended run time connecting to external power supply
- Service life: Recommendation to replace battery every 3 to 4 years or after 200 uses

Power supply

- Input: 100-240VAC, 50/60Hz, 2.3A, Class II
- Output: 24VDC, 4.2A
- Car power cable: 12-28VDC/0-10A
- Charging (at room temperature, +72°F / +22°C)
Using external power supply:
 - Less than two hours
- Using external battery charger:
 - Less than four hours

Your partner in life support



—in the **field**



—on the **move**



—in the **hospital**

Reference:

1. Olasvoengen TM, Wik L, Steen PA. Quality of cardiopulmonary resuscitation before and during transport in out-of-hospital cardiac arrest. *Resuscitation*. 2008; 76(2):185-90.
2. Maule Y. The aid of mechanical CPR: better compressions, but more importantly – more compressions... (translated from French language; Assistance Cardiaque Externe; Masser mieux, mais surtout masser plus...). *Urgence Pratique*. 2011;106:47-48.
3. Carmona Jimenez F, Padro PP, Garcia AS, et al., Cerebral flow improvement during CPR with LUCAS, measured by Doppler, *Resuscitation*. 2011; 82S1:30,AP090. [This study is also published in a longer version, in Spanish language with English abstract, in *Emergencias*, 2012;24:47-49]
4. Rubertsson S, Karlsten R. Increased cortical cerebral blood flow with LUCAS; a new device for mechanical chest compressions compared to standard external compressions during experimental cardiopulmonary resuscitation. *Resuscitation*. 2015;65(3):357-63.
5. Axelsson C, Karlsson T, Axelsson AB, et al. Mechanical active compression-decompression cardiopulmonary resuscitation (ACDCPR) versus manual CPR according to pressure of end tidal carbon dioxide (PETCO2) during CPOR in out-of-hospital cardiac arrest 90HCA). *Resuscitation*. 2009;80(10):1099-103.
6. Putzer G, Braun P, Zimmerman A, et al., LUCAS compared to manual cardiopulmonary resuscitation is more effective during helicopter rescue – a prospective, randomized, cross-over manikin study. *Am J Emerg Med*. 2013 Feb;31(2):384-9.
7. Based on internal and external marketing and financial data (as of August, 2018).
8. If each device is conservatively used 1/month.
9. Case study Regions Hospital St. Paul, GDR 3318844_A.
10. Rubertsson S, Lindgren E, Smekal, D et al. Mechanical chest compressions and simultaneous defibrillation vs conventional cardiopulmonary resuscitation in out-of-hospital cardiac arrest. The LINC randomized trial. *JAMA*. 2013;311(1):53-61.
11. GDR 3305537 User feedback on LUCAS in prehospital use. Data from four different EMS systems in the US completed 2009. Internal data file.
12. Levy M, Yost D, Walker R, et al. A quality improvement initiative to optimize use of a mechanical chest compression device within a high performance CPR approach to out-of-hospital cardiac arrest. *Resuscitation*. 2015;92:32-37.
13. Saussy J, Elder J, Flores C, et al. Optimization of cardiopulmonary resuscitation with an impedance threshold device, automated compression cardiopulmonary resuscitation and post-resuscitation in-the-field hypothermia improved short-term outcomes following cardiac arrest. *Circulation*. 2010;122:A256.
14. Maule Y. Mechanical external chest compression: A new adjuvant technology in cardiopulmonary resuscitation. (Translated from French Language: L'assistance cardiaque externe: nouvelle approche dans la RCP.) *Urgences & Accueil*. 2007;29:4-7.
15. Axelsson C, Herrera M, Fredriksson M, et al. Implementation of mechanical chest compression in out-of-hospital cardiac arrest in an emergency medical service system. *Am J Emerg Med*. 2013;31(8):1196-1200.
16. Pepe PE, Scheppke KA, Antevy PM et al., Abstract 15255: How would use of flow-focused adjuncts, passive ventilation and head-up CPR affect all-rhythm cardiac arrest resuscitation rates in a large, complex EMS system? *Circulation*. 2016;134:A15255.
17. Sporer K, Jacobs M, Derevin L, et al. Continuous quality improvement efforts increase survival with favorable neurologic outcome after out-of-hospital cardiac arrest. *Prehosp Emerg Care*. 2017;21(1):1-6.
18. Anantharaman V, Ng B, Ang S, et al. Prompt use of mechanical cardiopulmonary resuscitation in out-of-hospital cardiac arrest: The MECCA study report. *Singapore Med J*. 2017;58(7):424-431.
19. Wagner H, Madsen Hardig B, Rundgren M et al., Mechanical chest compressions in the coronary catheterization laboratory to facilitate coronary intervention and survival in patients requiring prolonged resuscitation efforts. *Scand J Trauma Resusc Emerg Med*. 2016; 24:4.
20. Salcido DD, Stephenson AM, Conde JP et al., Incidence of rearrest of spontaneous circulation in out-of-hospital cardiac arrest. *Prehosp Emerg Care*. 2010;14(4):413-8.
21. Lerner EB, O'Connell M, Pirrallo RG. Rearrest after prehospital resuscitation. *Prehosp Emerg Care*. 2011;15(1):50-4.
22. William P, Rao P, Kanakadandi U, et al. Mechanical cardiopulmonary resuscitation in and on the way to the cardiac catheterization laboratory. *Circ J*. 2016;25;80(6):1292-1299.
23. LUCAS brochure GDR 3303294_B.

The LUCAS 3 device is for use as an adjunct to manual CPR when effective manual CPR is not possible (e.g., transport, extended CPR, fatigue, insufficient personnel).

Physio-Control is now part of Stryker.

For further information, please contact your Stryker or Physio-Control representative or visit our website at www.physio-control.com

Physio-Control Headquarters

11811 Willows Road NE
Redmond, WA 98052
www.physio-control.com

Customer Support

P. O. Box 97006
Redmond, WA 98073
Toll free 800 442 1142
Fax 800 426 8049

Physio-Control Canada

Physio-Control Canada Sales, Ltd.
45 Innovation Drive
Hamilton, ON
L9H 7L8
Canada
Toll free 800 895 5896
Fax 866 430 6115



Jolife AB, Scheelevägen 17, Ideon Science Park, SE-223 70 LUND, Sweden

Resolution No. 2024-_____

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH
SUNSET HOUSE FOR AWARD AND USE OF AMERICAN RESCUE PLAN ACT
FUNDING**

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 18th day of June 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

Harter Secrest & Emery 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, Sunset House is a local not-for-profit organization dedicated to providing the dying and their loved ones with support, comfort, and care in a safe, peaceful, and loving environment that allows death with dignity and grace; and

WHEREAS, since the onset of the COVID-19 pandemic, Sunset House has experienced an increase in staffing costs and decreased revenue; and

WHEREAS, the Town wishes to grant ARPA funding to Sunset House in an amount not to exceed **\$100,000.00** to help with the negative economic impact of COVID-19; and

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

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the use of ARPA funds in the amount of \$100,000 to Sunset House;

AND BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor or Acting Supervisor to enter into the Agreement for Award and Use of ARPA Funds with Sunset House in substantially the form annexed hereto as **Attachment A** and in such final form as approved by the Attorney for the Town.

This resolution shall take effect immediately upon its adoption.

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

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

AGREEMENT FOR AWARD AND USE OF ARPA FUNDS

THIS AGREEMENT is entered into this ____ day of _____, 2024 (“Effective Date”) by and between the Town of Irondequoit, a municipal corporation, having its principal office and place of business at 1280 Titus Avenue, Rochester, New York 14617 (the “Town”) and Sunset House (“Recipient”) is a not-for-profit agency, having its principal office and place of business at 3746 St. Paul Blvd., Irondequoit, New York 14617.

RECITALS:

WHEREAS, the COVID-19 pandemic dramatically impacted local communities, prompting the federal government to the American Rescue Plan Act (“ARPA”), which provides \$130.2 billion to local governments to respond to the public health emergency with respect to the Coronavirus disease or its negative impacts, including assistance to nonprofits.

WHEREAS, the Town has been allocated approximately \$22.45 million in ARPA funding.

WHEREAS, Recipient since the onset of the COVID-19 pandemic has experienced reduced revenue and increased staffing costs.

WHEREAS, pursuant to resolution adopted _____, the Town Board approved ARPA funds be granted to Recipient to offset the negative economic impacts of COVID.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Town and the Recipient do mutually agree as follows:

1. GRANTING AND USE OF ARPA FUNDS.

- 1.1 The Town agrees to allocate up to \$100,000 in ARPA funding to Recipient for the negative economic impact resulting from COVID-19.
- 1.2 Recipient shall procure services from a company selected by Recipient in accordance with all federal, state, and local laws, including all laws requiring fair and open competition for receipt of public funds, including but not limited to Section 103 of the New York General Municipal Law.
- 1.3 Recipient shall order the services and then present the Town with a purchase order or other evidence of purchase for the ambulance, including any down-payment, deposit, or installment payment towards such purchase. Recipient shall also affirm that in ordering the ambulance it has complied with all federal, state, and local laws concerning the use of public funds.
- 1.4 Upon receipt from Recipient of the purchase order or evidence of purchase, along with Recipient’s affirmation, the Town shall within 30 days make payment to Recipient in the amount showing in the purchase order or evidence of purchase, provided, however, that in no event shall the Town pay Recipient an aggregate

amount in excess of \$100,000. Should the purchase require deposits or installment payments, the Town will pay the Recipient in installments.

- 1.5 Recipient shall use the ambulance to respond to the public health emergency with respect to the Coronavirus disease or its negative impacts.

2. **AWARD CONTINGENT AND RECOUPABLE.** The grant by the Town of ARPA funds to Recipient is contingent upon the Town first receiving such funds from the United States Department of Treasury. In the event the United States, State of New York, or any other government or governmental agency recoups such funds from the Town of Irondequoit, the Recipient shall immediately reimburse the Town an amount equivalent to the amount so recouped.

3. **TERM.** This Agreement shall terminate on December 31, 2026.

4. **RECORDS & REPORTS.**

4.1 In order to receive payment from the Town under this Agreement, the Recipient must provide documentation of the purchase and use of the services in sufficient detail to provide the Town with a sound basis for effectively monitoring performance under this Agreement. All submissions for payment will contain all detail required by federal regulations, including all regulations and guidance promulgated by the United States Department of Treasury.

4.2 The Town, any department or agency of the United State, or any of their duly authorized representatives, shall have access to any books, documents, and records of the Recipient that are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions. The Recipient shall maintain all records for five (5) years after final payment is received from the Town.

5. **AWARD LIMITS**

5.1 The Town will provide up to \$100,000 to Recipient for the purchase of an ambulance, as set forth in the previous sections. In the event that the purchase requires less than \$100,000, Recipient shall not be entitled to the remainder. In the event that the purchase requires more than \$100,000, the Town shall have no obligation to provide additional funding for the purchase.

6. **COMPLIANCE WITH ALL LAWS.**

6.1 The Recipient agrees that it and all employees (if any) working under its direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way its actions, including anti-discrimination laws, record-keeping and reporting requirements, and requirements for use of public funds. Furthermore, each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included

herein. Failure of the Recipient to comply with applicable laws may, at the sole discretion of the Town, be deemed to constitute a material breach of the Agreement.

- 6.2 The Recipient shall carry out all activities under this Agreement in compliance with all applicable federal laws and regulations, including specifically the HUD regulations governing the Community Development Block Grant Program.
- 6.3 The Recipient specifically agrees that it will carry out its work and obligations under the terms of this Agreement pursuant to the requirements of all applicable New York and federal laws prohibiting discrimination, including discrimination on the basis of race, creed, color, national origin, sex, familial status, age, disability or sexual orientation.

7. **SUSPENSION, TERMINATION & NOTICE.**

- 7.1 The Recipient and this Agreement may be suspended or terminated if the Town, in its sole discretion, determines that the Recipient has materially failed to comply with any term of this Agreement. Any such termination shall be effective upon written notice to the Recipient of said reason and stating the date on which the Agreement is to be terminated.
- 7.2 For all purposes under this Agreement, notice to the Town shall be tendered to the Town Supervisor at the address set forth above; and all notice to the Recipient shall be tendered to the Recipient at the office address set forth above.

8. **CONTRACT DEEMED EXECUTORY.** The Recipient specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available for the purpose and received by the Town pursuant to the ARPA Program. It is understood and agreed that neither this Agreement, nor any representation by any public officer or employee creates any legal, moral or equitable obligation on the part of the Town to request, appropriate or make additional funds available for the purpose of this Agreement.

9. **QUALIFICATIONS.** The Recipient hereby agrees that it has, or will have on its staff, and will retain during this Agreement, all appropriate professional personnel necessary to completely, accurately, and competently perform under this Agreement.

10. **INDEMNITY & INSURANCE.** The Recipient hereby agrees to defend, indemnify and hold harmless the Town, and its officers, agents and employees (the "Indemnified Parties"), from and against any and all suits, actions, enforcements, audits, investigations, proceedings, claims, damages, costs, losses or liability of any kind or character (including, but not limited to attorneys' fees and expenses arising from claims for accidents, injury or damage of any kind), and by any person, entity, government, agency, or body, which are caused, or claimed to be caused in whole or in part by the willful, intentional, reckless or negligent acts or omissions or breach of this Agreement by Recipient, or its officers, employees, agents or subcontractors; or arising out of, related to or in connection with the intentional, willful, reckless or negligent use, operation or maintenance of Recipient's vehicles by Recipient, or its officers, employees, agents or subcontractors, including without limitation, claims for personal injury, bodily injury, death

and property damage, subject to the following:

- 10.1 The right of indemnity includes the obligation of the Recipient or its insurance carrier to select counsel, and to pay the necessary costs and attorney's fees to defend any claims, audits, enforcements, investigations, proceedings or lawsuits. When the Recipient is required to indemnify Town or its officers, employees or representatives in accordance with this Agreement, the Recipient shall assume on behalf of such Indemnified Parties, and conduct with due diligence and in good faith, the defense of any claim against such Parties, jointly or severally, whether or not one or more Indemnifying Parties shall have been joined therein, and the Indemnified Parties shall cooperate with the Recipient or its carrier(s) in such defense. The Recipient shall be in charge of the defense and settlement of such claim; provided, however, that any settlement shall be approved by Town, which approval shall not be unreasonably withheld, conditioned or delayed; and provided further, that without relieving the Recipient or its carrier(s) of obligations hereunder or impairing their right to control the defense or settlement thereof, the Indemnified Parties, jointly or severally, may elect to participate through separate counsel in the defense of any such claim, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party, except in the event that (i) the Indemnified Party shall have reasonably concluded, acting in good faith and on the advice of counsel, that there exists a material conflict of interest between the Recipient, its officers, employees, subcontractors or agents and the Indemnified Party in the conduct of the defense of such claim (in which case the Recipient shall not have the right to control the defense or settlement of such claim, on behalf of such Indemnified Party), or (ii) the Recipient shall not have employed counsel to assume the defense of such claim within a reasonable time after notice of the commencement of an action thereon, then, in each of cases (i) and (ii), the fees and expenses of counsel shall be paid by the Recipient. The Recipient shall not, without the Indemnified Parties' prior written consent, settle or compromise any claim, suit or cause of action asserted against the Indemnified Parties, or consent to entry of a judgment in respect thereof, which imposes any future obligation on an Indemnified Party or which does not include, as an unconditional term thereof, the giving of a release in favor of the Indemnified Party from all liability in respect of such claim, suit or cause of action.
- 10.2 Nothing contained in this Agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of the Town.

11. INSURANCE.

- 11.1 The Recipient shall, at its own expense, maintain general liability insurance which shall include protection against claims of personal and bodily injury, including death, or damage to property arising out of performance under this Agreement. Such liability policy shall include the Town of Irondequoit as an additional named insured for claims or losses arising from the performance of this Agreement. The Recipient shall provide the Town with a Certificate of Insurance executed by an

authorized representative of a financially responsible insurer authorized to do business in New York State, evidencing that such insurance is in force. The Recipient agrees to maintain said insurance during the term of this Agreement and during the use of any ambulance purchased pursuant to this Agreement.

- 11.2 The Recipient shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York. The Recipient shall provide proof acceptable to the Town, duly subscribed by an insurance carrier, that such Workers' Compensation coverage has been secured. The above-stated requirement shall not apply if the Recipient has no employees, or if Recipient's employees are not required to be covered by Workers' Compensation. In such case, a brief letter, on the Recipient's letterhead, stating which of the above circumstances is applicable, shall be attached to, and be made a part of, this Agreement.

12. MISCELLANEOUS PROVISIONS.

- 12.1 Assignment. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, money that is or may become due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement. The Town and the Recipient each bind him/her/itself, partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement.
- 12.2 Severability; Governing Law; Venue & Dispute Resolution. The invalidity of any portion of the Agreement shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. This Agreement shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to the Agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Agreement shall be brought in a court of competent jurisdiction sitting in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum. Nothing in this section shall preclude the parties from mutually agreeing to mediation, arbitration or other alternate dispute resolution device.
- 12.3 Attorneys' Fees and Costs. If the Town shall bring any action or proceeding against the Recipient arising from or relating to the Agreement, the Recipient shall bear the Town's attorneys' fees and costs, in the event the Town prevails.

- 12.4 Audit. The Recipient shall provide to the Town, immediately upon the Town's demand without prior notice during normal business hours, access to and copies of any books, records and papers, including computer tapes, disks, or other electronic media, pertinent to this Agreement up to five (5) years after termination of this Agreement without cost to the Town.
- 12.5 Non-Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by the Town, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement nor shall such non-enforcement prevent the Town from enforcing each and every term of this Agreement thereafter.
- 12.6 Independent Contractor. The Recipient represents and warrants that it is an independent contractor and shall neither hold itself out as, nor claim to be, an officer or employee of the Town, and further shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town.
- 12.7 Execution of Contracts. This Agreement may be signed in counterparts by each party; and versions of this Agreement transmitted by fax machine or other electronic media, including signatures transmitted electronically or by fax shall be deemed to be originals for all purposes.
- 12.8 Entire Agreement & Amendments. This Agreement contains the entire agreement between the parties with respect to its subject matter, and this Agreement supersedes all prior negotiations, understandings and agreements whether oral or written between the parties with respect to its subject matter. This Agreement shall not be amended, terminated (except as provided above) or modified orally, or by any course of conduct or usage of trade; and can be amended only by the mutual written agreement of the parties. No change order, field order or other document shall be executed or enforced if its terms would subject the Town to a charge or expense in excess of the amount approved and appropriated by the Town Board for such purpose.
- 12.9 Survival. The Town and the Recipient each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in this Agreement.

IN WITNESS WHEREOF, the Town and the Recipient have duly executed this Agreement as of the date first written above.

SUNSET HOUSE

TOWN OF IRONDEQUOIT

By: _____

By: _____

Date: _____

Date: _____

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE ADOPTION OF A PROGRESSIVE DISCIPLINE POLICY**

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 21st day of May 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

Harter Secrest & Emery LLP

Attorney for the Town

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

WHEREAS, the Town wishes to ensure fair and consistent handling of performance issues and misconduct among all employees; and

WHEREAS, the Director of Human Resources finds that a specific policy addressing expectations and consequences will foster a productive work environment and enhance performance management; and

WHEREAS, the Director of Human Resources recommends that the Town adopt a Progressive Discipline Policy attached hereto as **Attachment A** which is a comprehensive policy to create a workplace with clear and consistent treatment of all employees.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the adoption of a Progressive Discipline Policy as reflected in **Attachment A** hereto.

This resolution shall take effect immediately.

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

Town Board Member Perticone voting _____

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

<u>POLICY / PROCEDURE</u> Progressive Discipline Policy	Policy No.	2.17
	Effective	Proposed
	Page 1 of 4	

Purpose: The purpose of this policy is to ensure fair and consistent handling of performance issues and misconduct among all employees of Town of Irondequoit, fostering a safe and productive work environment.

Scope: This policy applies to all employees of Town of Irondequoit, including full-time, part-time, temporary, and seasonal workers. The provisions of any collective bargaining agreement in full force and effect shall supersede any rules or regulations contained in this policy which are contrary to such agreement.

Prohibited Conduct: Employees who violate Town policies, applicable law, or otherwise interfere with the orderly and efficient operation of Town business may be subject to disciplinary action, up to and including termination. Prohibited conduct includes harassment, theft, falsification of records, insubordination, and violations of safety policies or procedures.

Any employee who, after investigation, is found to have committed any of the actions listed below will be subject to corrective action, up to and including termination of employment. This list is illustrative only and is not intended to limit the Town's right to impose discipline in other appropriate cases. Examples include:

- Abuse, destruction, defacement or misuse of Town property or the property of another employee, Elected Official, resident of the Town, visitor or any other person.
- Abusive language in the workplace, including racial slurs and epithets.
- Acts of sabotage, including the work of another employee.
- Careless or negligent use or operation of equipment, including vehicles and machinery.
- Committing any violation of the law either on or off duty or on or off the work site that compromises or adversely affects the employee's fitness or ability to perform assigned job duties.
- Disruptive, loud, and boisterous behavior or horseplay in the workplace.
- Engaging in any action that is in violation of the Town's Workplace Violence Prevention Policy.
- Engaging in unauthorized overtime.
- Excessive tardiness and/or absences except those absences covered by applicable state and/or federal law.
- Failure to work in a cooperative manner with Town management/supervisors, co-workers, visitors, or vendors.
- Falsification or alteration of any records or reports including but not limited to employment applications, time records, work records, medical reports, absence reports, work-related injury reports, and claims for benefits provided by the Town.
- Gambling while on duty.

<u>POLICY / PROCEDURE</u> Progressive Discipline Policy	Policy No.	2.17
	Effective	Proposed
	Page 2 of 4	

- Harassing (including sexual harassment), intimidating, coercing, threatening, assaulting or creating a hostile environment against another employee, Elected Official, resident of the Town, contractor, visitor or any other person, whether on or off Town premises.
- Improper or unsatisfactory performance of job duties or repeated failure to perform assigned duties and responsibilities.
- Insubordination or refusal to comply with the lawful order or instruction of a Department Head.
- Leaving work area without permission, as defined by the Department Head.
- Knowingly making false statements about another employee, Elected Official, resident of the Town, contractor, visitor or any other person.
- Offensive or unprofessional behavior that is contrary to the Town's best interest or any conduct that does not warrant public trust.
- Personal activity during paid work time without the express permission of the Department Head.
- Possession of any weapon or dangerous instrument (including knives with over a three-inch blade, firearms, and explosives) on Town property or in Town vehicles, except for those employees who are required as a condition of employment to bear a weapon.
- Possession, use, distribution/sale or being under the influence of alcohol, marijuana products or illegal drugs during hours of work or while on Town property or in Town vehicles.
- Posting, removing, or defacing of notices, signs, or other written material without prior approval.
- Preparation or manipulation of another employee's time record.
- Sleeping on the job, unless authorized by a Department Head or supervisor.
- Theft or unauthorized possession, use or removal of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor or any other person.
- Unauthorized and unexcused absences or repeated failure to give notice required under applicable policies.
- Unauthorized expenditure of Town funds.
- Violation and/or disregard of safety rules or safety practices, including failure to wear assigned safety clothing or equipment, in such a way that jeopardizes the safety of the employee, another employee, Elected Official, resident of the Town, supplier, visitor or any other person.
- Violation of the Town's rules, policies, and procedures.
- Work slowdown, work stoppage or interfering with or restricting the performance of another employee or in any other way interfering with Town operations.

These rules are intended to provide employees with general guidelines for conduct and are not all inclusive. The Town has not attempted to provide you with an all-inclusive list of unacceptable behavior. The Town reserves the right to impose appropriate disciplinary action for other forms of disruptive or inappropriate behavior. No list of rules can include all instances of conduct which can result in discipline and the examples in this policy do not replace sound judgment, common courtesy or common-sense behavior.

<u>POLICY / PROCEDURE</u> Progressive Discipline Policy	Policy No.	2.17
	Effective	Proposed
	Page 3 of 4	

Investigations: In every situation, employees will be treated fairly and be given due process. Where appropriate, an investigation will be conducted by the proper supervisor or other designated individual to gather all pertinent information and to ensure that all the facts are considered. The investigation may include, among other things, interviews with the employee and any witnesses or other involved parties, and review of relevant documents and materials. Employees who are participants in an investigation are not allowed to disclose the content or particulars of the investigation unless otherwise authorized or permitted by law. All employees who are called upon to participate in an investigation are required to fully cooperate in the process and respond truthfully to all questions posed. Failure to do so will subject the employee to appropriate corrective action. The Town reserves the right to suspend an employee while an investigation is conducted.

During the investigation process, a union employee who appears to be a potential subject of disciplinary action may undergo questioning. Such employee will have the right to representation by the employee's certified or recognized employee organization under Civil Service Law Article 14 and will be given advanced notice of such right. In the event the employee requests representation, the employee will be allowed a reasonable period of time to obtain such representation. In the event the employee is unable to obtain such representation within a reasonable period of time, the employer will have the right to then question the employee.

Corrective Action and Progressive Discipline: Under normal circumstances, Town of Irondequoit endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. This policy does not modify the status of employees as employees at will. Nor does it restrict the Town's right to remove employees during their probationary period or during provisional status through normal Civil Service procedure and established Town policy. The Town does not guarantee that one form of disciplinary action will necessarily precede another. While the Town is committed to consistent enforcement of its policies, it is not obligated to follow any disciplinary procedure and, depending on the circumstances, the Town may discipline or terminate an employee without any prior warning or procedure. The Town retains the right to issue a higher level of discipline to an employee based upon the specific facts and circumstances. The progressive disciplinary procedures described in this policy may also be applied to employees who fail to meet expectations regarding job performance or behavior not otherwise addressed by this policy.

The supervisor should consult with Human Resources to determine whether any interim actions, such as immediate suspension, are appropriate pending a full and complete investigation.

1. **Informal Counseling:**

- Supervisors may provide informal counseling for minor performance issues or misconduct. This may involve verbal feedback, coaching, or mentoring to assist the employee in improving job performance and/or conduct. Goals and expectations for improvement may be set and documented with employee acknowledgment. All supervisors must retain documentation of informal counseling in the supervisor's file.

<u>POLICY / PROCEDURE</u> Progressive Discipline Policy	Policy No.	2.17
	Effective	Proposed
	Page 4 of 4	

2. Written Warning:

- If informal counseling fails to address the issue or if the misconduct persists, the employee will receive a written warning. This document will detail specific concerns, expected improvements, and a timeframe for compliance. A copy will be kept in the employee's permanent personnel file.

3. Final Warning:

- Should the employee fail to improve following a written warning or if the misconduct continues, a final warning will be issued. This notice will reiterate concerns, outline consequences for further violations, and set clear expectations and a timeline for improvement. A copy will be maintained in the employee's permanent personnel file.

4. Suspension or Termination:

- If the employee does not meet the expectations outlined in the final warning or if misconduct persists, they may face suspension without pay or termination. Decisions regarding suspension or termination will be made in consultation with Human Resources, based upon an evaluation of all relevant facts and circumstances.

Appeals Process: Employees who disagree with disciplinary actions may appeal through their respective collective bargaining grievance procedure or by exercising their rights under Civil Service Law.

Review: This policy will undergo periodic administrative review to ensure effectiveness and compliance with applicable laws and regulations.

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING ATTENDANCE AT THE 34TH ANNUAL COLONEL HENRY
F. WILLIAMS INTERNATIONAL HOMICIDE SEMINAR**

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 18th day of June 2024, at 7:00 p.m. local time, there were

PRESENT:

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

Harter Secrest & Emery LLP	Attorney for the Town
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Town Board Member _____ offered the following resolution and moved its adoption:

WHEREAS, it is requested that the Captain of Operations and an Investigator attend the 36th Annual Colonel Henry F. Williams International Homicide Seminar in Albany, New York, beginning September 22, 2024 and ending September 27, 2024. Information about the seminar can be found on **Attachment A** hereto; and

WHEREAS, funding for this conference is available in the 2024 Police Department budget, Account 001-3120-4100. The Irondequoit Police Department will cover the Registration fees, meals, and lodging expenses and approximates the cost will be \$1050.00 per person.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Captain of Operations and an Investigator to attend the 36th Colonel Henry F. Williams Homicide Seminar in Albany, New York, beginning September 22, 2024, and ending September 27, 2024.

This resolution shall take effect immediately upon its adoption.

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

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



NEW YORK STATE POLICE

PROUDLY PRESENTS

THE 2024 HENRY F. WILLIAMS INTERNATIONAL HOMICIDE SEMINAR

SUNDAY, September 22, 2024

- ❑ 9:15 am - 4:00 pm Baseball Hall of Fame, Cooperstown, NY
- ❑ 3:00 pm - 9:00 pm Registration - The Desmond Hotel - Crowne Plaza Albany
- ❑ 6:00 pm - 12:00 am Networking Room - The Desmond Hotel - Crowne Plaza Albany

MONDAY, September 23, 2024

- ❑ 7:00 am - 8:30 am Breakfast and Late Registration at Academy
- ❑ 8:30 am - 9:00 am Opening Ceremony - Class Photo
- ❑ 9:00 am - 12:30 pm **Watts Family Murder**
Agent-in-Charge Tammy Lee - Colorado Bureau of Investigation, Cold Case Homicide Unit
Special Agent Graham Coder - Federal Bureau of Investigation, Crimes Against Children Unit, Las Vegas, Nevada
- ❑ 12:30 pm - 1:30 pm Lunch at Academy
- ❑ 1:30 pm - 5:00 pm **Watts Family Murder, Con't**
- ❑ 5:00 pm - 5:30 pm Buses Depart for The Desmond Hotel - Crowne Plaza Albany
- ❑ 6:00 pm - 8:00 pm Food Truck Night at The Desmond Hotel - Crowne Plaza Albany
- ❑ 6:00 pm - 12:00 am Networking Room - The Desmond Hotel - Crowne Plaza Albany

TUESDAY, September 24, 2024

- ❑ 7:30 am - 8:30 am Breakfast at the Academy
- ❑ 8:30 am - 11:00 am **Managing Large Scale Homicide Investigations**
Senior Investigator Thomas Martin - New York State Police, (Ret.). Crime Scene Forensics, LLC.
- ❑ 11:00 am - 12:30 pm **Beyond the Golden State Killer: Harnessing Forensic Investigative Genetic Genealogy (FIGG) to Solve Violent Crime, Identify Missing Persons, and Exonerate the Innocent**
Anne Marie Schubert - Sacramento County, California, District Attorney (Ret.). Schubert Strategies,
- ❑ 12:30 pm - 1:30 pm Lunch at Academy
- ❑ 1:30 pm - 3:45 pm **Forensic Video / Digital Media**
Jim Kennedy - New York State Police, Director of Forensic Video Multimedia Services Unit
- ❑ 3:45 pm - 4:15 pm Buses depart & travel to Lake George
- ❑ 5:30 pm - 8:30 pm Lake George Dinner Cruise
- ❑ 8:30 pm - 12:00 am Networking Room - The Desmond Hotel - Crowne Plaza Albany

WEDNESDAY, September 25, 2024

- ❑ 7:30 am - 8:30 am Breakfast at Academy
- ❑ 8:30 am - 9:45 am **DNA Technology**
Julie Pizziketti - New York State Police, Director of Biological Science, Forensic Investigation Center
- ❑ 9:45 am - 12:30 pm **Device Location**
Special Agent Michael Sabric - Federal Bureau of Investigation, Cellular Analysis Survey Team (CAST), Hudson Valley Safe Streets Task Force
- ❑ 12:30 pm - 1:30 pm Lunch at Academy
- ❑ 1:30 pm - 5:30 pm **Homicide of Brandyn Foster**
Senior Investigator Joseph Auriemma - New York State Police (Ret.). Advanced Strategic Communications.
- ❑ 5:30 pm - 6:00 pm Buses depart for The Desmond Hotel - Crowne Plaza Albany
- ❑ 6:00 pm - 8:00 pm Brooks BBQ Night at The Desmond Hotel - Crowne Plaza Albany
- ❑ 7:00 pm - 12:00 am Networking Room – The Desmond Hotel - Crowne Plaza Albany

THURSDAY, September 26, 2024

- ❑ 7:30 am - 8:30 am Breakfast at Academy
- ❑ 8:30 am - 12:30 pm **The BTK Killer**
Chief of Investigations Kelly Otis - Sedgwick County, Kansas, District Attorney's Office. Wichita Police Department (Ret.)
- ❑ 12:30 pm - 1:30 pm Lunch at Academy
- ❑ 1:30 pm - 5:00 pm **Abduction of Charlotte Sena**
Captain Christopher Gilroy- New York State Police, Troop G Bureau of Criminal Investigation
- ❑ 5:00 pm - 5:30 pm Certificates Issued / Buses Depart for The Desmond Hotel - Crown Plaza Albany
- ❑ 6:00 pm - 7:00 pm Hors d'oeuvres/cash bar at King Street Courtyard
- ❑ 7:00 pm - 9:30 pm Closing Banquet at King Street Ballroom
- ❑ 9:30 pm - 12:00 am Networking Room – The Desmond Hotel - Crowne Plaza Albany

FRIDAY, September 27, 2024

- ❑ Depart for Home Have a Safe Return!



Seminar Presenters

Homicide of Brandyn Foster

Senior Investigator Joseph Auriemma

New York State Police (Ret.), Advanced Strategic Communication

This case led to the creation of the Google Tombstone Report and the Google Geo-Fence Search Warrant.

Watts Family Murder

Special Agent Graham Coder

Federal Bureau of Investigation, Crimes Against Children Unit, Las Vegas, Nevada

Agent-in-Charge Tammy Lee

Colorado Bureau of Investigation, Cold Case Homicide Unit

A case study of a husband/father who killed his pregnant wife and their 2 small children, the effect it had on the community and on the lives of the lead investigators.

Abduction of Charlotte Sena

Captain Christopher Gilroy

New York State Police, Troop G Bureau of Criminal Investigation

Less than 0.35% of missing children are abducted by complete strangers, less than 1% of kidnappings involve ransom demands. This case checked both those boxes.

Beyond The Golden State Killer: Harnessing Forensic Investigative Genetic Genealogy to Solve Violent Crime, Identify Missing Persons, and Exonerate the Innocent

Anne Marie Schubert

Sacramento County, California, District Attorney (Ret.), Schubert Strategies

This presentation will give an overview of the Golden State Killer case, how it was solved using forensic investigative genetic genealogy (FIGG), case examples as well as best practices and legal considerations in its use

Forensic Video / Digital Media

James Kennedy

New York State Police, Director, Forensic Video/Multimedia Services

Multimedia documentation of crime scenes, on-scene forensic multimedia acquisitions, digital multimedia evidence analysis, 3D Photogrammetry Analysis.

Managing Large Scale Homicide Investigations

Senior Investigator Thomas Martin

New York State Police (Ret.), Crime Scene Forensics LLC. *Homicides come in all shapes and sizes; some turn into large scale events that need proper management to ensure success.*

The BTK Killer

Chief of Investigations Kelly Otis

Sedgwick County, Kansas, District Attorney's Office, Wichita Police Department (Ret.)

A case study on a serial killer who murdered at least 10 people, and the break in the case that led to his capture.

DNA Technology

Julie Pizziketti

New York State Police, Director of Biological Science, Forensic Investigation Center

DNA as it relates to new methods, evidence submissions, and samples as DNA continues to play a major role in cases

Device Location

Special Agent Michael Sabric

Federal Bureau of Investigation, Cellular Analysis Survey Team (CAST), Hudson Valley Safe Streets Task Force

The historical location of cell phones proves critical in most complex cases.

*****Special Events for Early Arrivals*****

- Reception at the Crowne Plaza Albany – The Desmond Hotel Saturday Sept. 21st, at 7:30 p.m.
- Optional trip on Sunday Sept. 22nd, departing 9:15 a.m. We will visit the New York State Police K-9 Facility near Cooperstown, New York as well as the National Baseball Hall of Fame (www.baseballhalloffame.org). This annual event has become a favorite. Limited space!

*****Networking Events*****

- A three-hour cruise on the Lac du Saint Sacrement, the largest cruise ship on Lake George, on Tuesday, Sept. 24th.
- Closing Banquet on Thursday, Sept. 26th, at the Crowne Plaza Albany – The Desmond Hotel.



Seminar Information

Seminar Registration Form

Available at www.troopers.ny.gov
All wishing to attend the seminar must complete
and submit the registration form online.

Seminar Fees

Attendees: \$1050 in U.S. funds for double rooms, \$1650 for single rooms.

All attendees are responsible for the full fee, even if they do not use the provided accommodations.
Fee includes registration, supplies, lodging (double), meals, and the hospitality program. Attendees/agencies are responsible for the cost of transportation to and from Albany, New York.

Meal Schedule Highlighted by:

Tuesday	Sept. 24 th	Dinner - Lake George Boat Cruise
Thursday	Sept. 26 st	Dinner - Banquet - King Street

All remaining meals will also be covered in your Registration Fees:

Monday	Sept. 23 rd	Breakfast - Lunch - Dinner
Tuesday	Sept. 24 th	Breakfast - Lunch
Wednesday	Sept. 25 th	Breakfast - Lunch - Dinner
Thursday	Sept. 26 th	Breakfast - Lunch

Registration Deadline - September 9, 2024

Registration

Class size is limited, and registrants will be approved in the order that their registration is received.

Confirmation

Registrations will be reviewed by New York State Police personnel. Once approved, you will be notified via e-mail with a confirmation.

Payment

Fees are to be paid by CREDIT CARD ONLY.
MasterCard and Visa are accepted.

Cancellation Policy

There will be a **\$100 fee** assessed in the event of a cancellation. All other money will be refunded to the credit card provided for registration.

Lodging

Attendees will be lodged at the Crowne Plaza Albany -The Desmond Hotel, 660 Albany Shaker Road, Albany, NY 12211. Lodging, which is based upon double occupancy, is included in the seminar fee. **Attendees are assigned two to a room by NYSP personnel, unless a single room has been requested and paid for.**

All attendees are personally responsible for any additional room charges that may be incurred during their stay. The hotel will request a credit card at the time of check-in to cover any such charges. Hotel rooms will be available from Sunday, September 22nd, 2024, at 3pm through Friday, September 27th, 2024, check out by noon.

Early Arrivals and Late Departures

If you plan on arriving in Albany before September 22nd, or staying after September 27th, you do not need to book separately. Please provide that information when registering and we will assist in reserving your accommodations at the Crowne Plaza Albany – The Desmond Hotel for the seminar rate of \$125 per night plus tax.

Transportation

It will not be necessary to rent a car. Once you arrive, all transportation will be provided:

- A shuttle will take you between social events, to & from the State Police Academy.
- A hotel shuttle will transport you between the Albany Airport and the hotel

Letter from Superintendent Steven G. James

It is with great pleasure that I extend to you a special invitation for representatives of your department to join us at the 36th Annual Colonel Henry F. Williams Homicide Seminar.

This annual seminar began in 1987 and was the vision of the late Colonel Henry F. Williams. Colonel Williams imagined a seminar that would provide Investigators and Detectives assigned to investigate homicides with the finest and most up-to-date training available. The core curriculum of the seminar concentrates on the application of forensic science to death investigations with instruction provided by some of the most recognized experts in the field.

In addition to receiving the best training available, Colonel Williams wanted attendees to have the opportunity to network with investigators and detectives from around the world to create a multi-agency resource known as "Williams Associates." Attendees have the opportunity to network with fellow participants and course presenters during evening hours and special events.

At the end of the seminar, all participants receive an electronic directory of the "Williams Associates", a resource that has proven to be highly successful during multi-jurisdictional investigations. To date, there are over 5,200 Williams Associates spanning 48 states, and 34 foreign countries on 6 continents.

We hope that a representative of your agency will join us as we celebrate the 36th year of the HFW Seminar.



Steven G. James
Superintendent



**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR THE
HERITAGE HERO RUN & STROLL & ROLL**

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 18th day of June 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

Attorney for the Town	Harter Secrest & Emery LLC
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Town Board Member _____ offered the following resolution and moved its adoption:

WHEREAS, the Town Clerk’s Office received an application from Heritage Christian Services to have a portion of its Heritage Hero Run + Stroll + Roll (“Hero Run”) go through the Town. The Hero Run will begin and end at Seabreeze Amusement Park, 4600 Culver Road, on September 7, 2024 starting at 8 a.m. and ending at 12:30 p.m. A copy of the application is attached hereto as **Attachment A**; and

WHEREAS, the Hero Run course includes approximately one mile of the southbound lane of Seabreeze Parkway and a portion of Culver Road by Breezeway.; and

WHEREAS, the Monroe County Department of Transportation approved the use of the portion of Culver Road (County Route 120) for the Hero Run. A copy of the letter of approval is attached hereto as **Attachment A**; and

WHEREAS, proof of current insurance, which expires on January 1, 2025, has been reviewed and approved by the Town Insurance carrier; and

WHEREAS, all affected residents will be notified by Heritage Christian Services before the event.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the Special Event License for Heritage Christian Services to conduct the Heritage Hero Run + Stroll + Roll event on September 7, 2024, from 8:00 a.m. to 12:30 p.m. to begin and end at Seabreeze Amusement Park, 4600 Culver Road.

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	voiting	_____



a town for a lifetime
IRONDEQUOIT *New York*

Jeffrey David, Fire Marshal

Erin Magee, DPW Commissioner

To: Distribution

From: Latasha Elder, Deputy Town Clerk

Date: 05/16/2024

Re: Application for Heritage Hero Run and Stroll + Roll

Scott,

Please read the attached events application. It requires your review and approval.

Please review, approve and forward interoffice mail to Patrick in the Fire Marshall's Office in the next three business days.

Patrick,

Please read the attached events application. It requires your review and approval.

Please review, approve and forward interoffice mail to Erin Magee in the Department of Public Works Office in the next three business days.

Erin,

Please read the attached events application. It requires your review and approval. Then please send back to me in interoffice mail within the next three business days.

Thank you for your prompt attention to this matter.

Attachment:

Event Name: Heritage Hero Run and Stroll + Roll

Event Date: 09/07/2024

Time: 08:00am to 12:30pm

Place and Address: Seabreeze Amusement Park ,4600 Culver Road, Rochester, NY 14622



a town for a lifetime
IRONDEQUOIT *New York*

Please sign below: *Insurance approval 4/23/24*

Chief of Police

Scott Peters

[Signature] *5/17/24*

Fire Marshall

Jeffrey David

[Signature]

Commissioner of DPW

Erin Magee

Erin Magee 6/10/24

Supervisor

Andrae Evans

[Signature]

Town Clerk

Latasha Elder

[Signature]



HERITAGE

CHRISTIAN SERVICES

Celebrating **40** Years

Marisa Geitner, President & C.E.O.

January 25, 2024

Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617

Subject: Request for holding the Heritage Hero Run + Stroll + Roll in Irondequoit

To Whom It May Concern,

The Heritage Hero Run and Stroll + Roll is a benefit for Heritage Christian Services, a local 501(c)3 nonprofit supporting thousands of children and adults with developmental disabilities in the Rochester and Buffalo areas. The organization employs more than 2,300 people.

Since 2018 we held our event in Irondequoit at Seabreeze Amusement park. We worked with IPD to finalize our 5k and 10k courses to include the southbound lane on Seabreeze Parkway and the path alongside Lakeshore. IPD provided great support for both the 5 and 10k routes, closing southbound traffic for about 1 mile on Seabreeze parkway, and ensuring safe crossing of Culver Road by Breezeway for the 10k race.

We are writing to seek the Town of Irondequoit's approval to once again host a portion of our 5K race route on Seabreeze Drive, as well as Culver Road to cross over to the bike path along Sweet Fern / Lakeshore, on Saturday, September 7th. We continue to work closely with the management of Seabreeze Amusement Park, where we'll host the majority of our event. We have also notified the Monroe County DOT about the use/crossing of Culver Road and received the Parade Permit for this year's event.

We are grateful for your time and consideration and look forward to hearing back from you. Please contact me with any questions you may have.

Sincerely,

Kelly L Nash
Heritage Hero Race Director
(585) 732-9152

CORPORATE OFFICE

275 Kenneth Dr., Suite 100
Rochester, NY 14623-4277

Tel.: 585.340.2000
Fax: 585.340.2006

REGIONAL OFFICE

130 John Muir Dr., Suite 106
Amherst, NY 14228-1139

Tel.: 716.743.2020
Fax: 716.743.1838

TDD: 800.662.1220
HeritageChristianServices.org

Heritage Christian Services is an equal opportunity program provider and employer.

FOR TOWN USE ONLY:

APPLICATION FEE RECEIVED: ☐ YES ☐ NO

BARRICADE USAGE FEE: \$

TOWN CLERK APPROVAL: _____

DATE: / /

POLICE APPROVAL: _____

DATE: / /

POLICE FEE: \$ _____ RECEIVED: ☐ YES ☐ NO

DATE: / /

FIRE MARSHAL APPROVAL: _____

DATE: / /

COMMISSIONER OF D.P.W. APPROVAL: _____

DATE: 6/10/24

TOWN OF IRONDEQUOIT
APPLICATION FOR PARADE/WALK/RUN

A NON-REFUNDABLE FEE OF \$20.00 IS REQUIRED AT THE TIME OF APPLICATION

TYPE OF EVENT: ☐ PARADE ☐ WALK ☒ RUN

EVENT NAME: Heritage Hero Run + Stroll + Roll

DATE OF EVENT: September 7, 2024 RAIN DATE: N/A

PURPOSE OF EVENT: Fundraiser

NAME OF SPONSOR ORGANIZATION: Heritage Christian Services

ADDRESS: 275 Kenneth Dr. Suite 100 Rochester, NY 14623

DAYTIME TELEPHONE: 585-340-2000 EVENING TELEPHONE: _____

CELL #: 585- 732-9152 FAX #: _____ E-MAIL: knash@heritagechristianservices.org

TIME OF EVENT: FROM 8:00AM TO 12:30PM

TIME & LOCATION OF ASSEMBLY: Volunteers arrive at 6:30AM, Seabreeze Amusement Park

TIME & LOCATION OF DISBANDMENT: Runners will be off the course by 9:45, event continues inside the park

NUMBER OF PARTICIPANTS EXPECTED: 250-300 NUMBER OF VOLUNTEER MARSHALS: 50

EVENT TO TAKE PLACE: ☐ STREET ☐ SIDEWALK ☒ BOTH

IS AREA TO BE BLOCKED OFF? ☒ YES ☐ NO

IF YES, PLEASE SPECIFY: 5K on Seabreeze Dr and 2 round-a-bouts. 10K crosses Culver Rd by Breezeway

ARE BARRICADES NEEDED? ☐ YES ☒ NO (A FEE WILL BE ASSESSED FOR BARRICADE USAGE)

IF YES, PLEASE INDICATE LOCATIONS WHERE BARRICADES ARE TO BE SET UP: _____

ALL AFFECTED RESIDENTS MUST BE NOTIFIED OF EVENT. HAVE YOU NOTIFIED ALL AFFECTED RESIDENTS?

☐ YES ☒ NO IF NO, NUMBER INFORMED: Fliers will be distributed 2 months prior to the event.

PLEASE LIST THE NAMES AND ADDRESS OF ANY RESIDENT OPPOSED TO THIS EVENT, USE A SEPERARE SHEET OF PAPER IF NECESSARY:

NAME: _____ ADDRESS: _____

NAME: _____ ADDRESS: _____

HAVE YOU RECEIVED ROUTE CLEARANCE (IF APPLICABLE) (I.E. REGIONAL TRANSIT AUTHORITY)? ☐ YES ☐ NO

BUS RE-ROUTING MUST BE CLEARED BY APPLICAT WITH THE REGIONAL TRASIT AUTHORITY



Department of Transportation

Monroe County, New York

Adam J. Bello
County Executive

Thomas J. Frys, P.E.
Director

January 23, 2024

Kelly Nash, Race Director
Heritage Christian Services
275 Kenneth Drive, Suite 100
Rochester, New York 14623

**RE: PARADE PERMIT – 2024 HERITAGE HERO RUN + STROLL + ROLL
CULVER ROAD – TOWN OF IRONDEQUOIT**

Dear Ms. Nash:

This is to inform you of the approval to use Culver Road (CR120) crossing Culver Road at Breezeway Drive for the purpose of the Heritage Hero Run + Stroll + Roll 10 km event. The event will take place on Saturday, September 7, 2024, from approximately 8:00 am to 9:30 am.

All emergency departments must be notified by your office of the dates and times of the above activities. This approval is granted with the understanding that the County of Monroe assumes no liability for any injury to any participant or bystander while they are within the County right-of-way. It is also our understanding that the Irondequoit Police Department and volunteer intersection guards will provide traffic control within the approved activities and locations.

If you have any questions, please contact John Raymond at 753-7711 or me at 753-7747.

Sincerely,

A handwritten signature in blue ink, appearing to be "TAH", is written over a faint, large circular watermark of the Monroe County seal.

Timothy A. Harris, P.E.
Chief of Traffic Operations and Permits

TAH:JR:jlc

cc: T. Frys, T. Polech, T. Cesario, M. Matteson
Bill Lang, Irondequoit Fire Marshal
Erin Magee, Commissioner, Irondequoit DPW
Scott Peters, Chief, Irondequoit Police Department
Julie Tolar-Boasi, RGRTA
File H:\Sub\T\TRAFF OPS-PERMITS\PERMITS\Parade\Irondequoit - Heritage Hero 2024.doc



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) Heritage Christian Services, Inc. 275 Kenneth Drive, Suite 100 Rochester, NY 14623 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured (585) 340-2000
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Irondequoit 1280 Titus Avenue Irondequoit NY 14617	1c. Federal Employer Identification Number of Insured or Social Security Number 22-2334190
	3a. Name of Insurance Carrier Metropolitan Life Insurance Co
	3b. Policy Number of Entity Listed in Box "1a" 0237847DBL
3c. Policy effective period 01/01/2024 to 01/01/2025	

4. Policy provides the following benefits:

☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 12/20/23 By
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (716) 849-8618 Name and Title William Lawley, Jr., Principal

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is **COMPLETE**. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board	
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees	
Date Signed _____	By _____ (Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number _____	Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**





HERICHR-01

STHOMAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1009544

Lawley-Andolina-Verdi
441 East Avenue
Rochester, NY 14607

CONTACT NAME: Sondra Thomas

PHONE (A/C, No, Ext): (585) 545-6693

FAX (A/C, No): (866) 211-4683

E-MAIL ADDRESS: SThomas@lawleyinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Philadelphia Indemnity Ins Co

18058

INSURER B : The Charter Oak Fire Insurance

25615

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Heritage Christian Services, Inc.
275 Kenneth Drive, Suite 100
Rochester, NY 14623

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ See Oth Cov GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:			PHPK2637503	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			PHPK2637503	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			PHUB894173	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB0L71327A-23-51-D	12/31/2023	12/31/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof Liab-CLMS MADE			PHPK2637503	12/31/2023	12/31/2024	Occ 1,000,000/Agg 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Heritage Hero Run+Stroll+Roll in Irdondequoit, NY September 7, 2024

Additional Insured and Waiver of Subrogation coverage shown above and marked with an "X". Terms set forth as evidenced by the attached endorsement(s) identified on the ACORD 101.

CERTIFICATE HOLDER

Seabreeze Amusement Park
4600 Culver Rd
Rochester, NY 14622

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name and address of Insured (Use street address only) Heritage Christian Services, Inc. 275 Kenneth Drive, Suite 100 Rochester, NY 14623 <i>Work Location of Insured (Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured (585) 340-2000 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 22-2334190
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Irondequoit 1280 Titus Avenue Irondequoit, NY 14617	3a. Name of Insurance Carrier The Charter Oak Fire Ins Co 3b. Policy Number of entity listed in box "1a": UB0L71327A-23-51-D 3c. Policy effective period: 12/31/23 - 12/31/24 3d. The Proprietor, Partners or Executive Officers are: ☒ included (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By: William Lawley Jr.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By:  12/19/2023
(Signature) (Date)

Title: Managing Partner
Telephone Number of authorized representative or licensed agent of insurance carrier: CarrierPhone

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.



**Road Running Technical Council
USA Track & Field**

Measurement Certificate



Name of the course Heritage Hero 5 km Distance 5 km
Location (state) NY (city) Rochester
Type of course: Road Race
Measuring Methods: Bicycle
Measured By Kevin Lucas, 94 South Ridge Trail, Fairport, NY 14450, 585-899-9749, lucasmeasurement@gmail.com
Race Contact Kelly Nash, Heritage Christian Services, 275 Kenneth Dr., Rochester, NY 14623, 585-340-5780
Date(s) when course measured: 05/13/2023
Number of measurements of entire course: 2 Course Configuration: keyhole
Elevation (meters above sea level) Start 100.58 Finish 100.58 Lowest 75.59 Highest 124.06
Straight line distance between start and finish 0m Drop 0.00 m/km Separation 0.00 %
Type of surface: Paved 100 % Dirt 0 % Gravel 0 % Grass 0 % Track 0 %
Effective date of certification: May 19, 2023 Certification code: NY23006KL

Note to Race Director: Use this Certification Code
in all public announcements relating to your race.

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If any changes are made to the course, this certification becomes void, and the course must then be recertified.

Verification of Course --- In the event a National Open Record is set on the course, or at the discretion of USA Track & Field, a verification measurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

This certification expires on December 31 of the year: **2033**

AS NATIONALLY CERTIFIED BY:

Date: May 19, 2023

Kevin Lucas - USATF/RRTC Certifier - 94 South Ridge Trail, Fairport NY 14450
(585) 899-9749 - lucasmeasurement@gmail.com



**Road Running Technical Council
USA Track & Field**



Measurement Certificate

Name of the course Heritage Hero 10 km Distance 10 km
 Location (state) NY (city) Rochester
 Type of course: Road Race
 Measuring Methods: Bicycle
 Measured By Kevin Lucas, 94 South Ridge Trail, Fairport, NY 14450, 585-899-9749, lucasmeasurement@gmail.com
 Race Contact Kelly Nash, Heritage Christian Services, 275 Kenneth Dr., Rochester, NY 14623, 585-340-5780
 Date(s) when course measured: 05/13/2023
 Number of measurements of entire course: 2 Course Configuration: out/back
 Elevation (meters above sea level) Start 100.58 Finish 100.58 Lowest 76.81 Highest 108.21
 Straight line distance between start and finish 0m Drop 0.00 m/km Separation 0.00 %
 Type of surface: Paved 100 % Dirt 0 % Gravel 0 % Grass 0 % Track 0 %
 Effective date of certification: May 19, 2023 Certification code: NY23007KL

Note to Race Director: Use this Certification Code
in all public announcements relating to your race.

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If any changes are made to the course, this certification becomes void, and the course must then be recertified.

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This certification expires on December 31 of the year: **2033**

AS NATIONALLY CERTIFIED BY:

Date: May 19, 2023

Kevin Lucas - USATF/RRTC Certifier - 94 South Ridge Trail, Fairport NY 14450
(585) 899-9749 - lucasmeasurement@gmail.com



HERICHR-01

STHOMAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1009544 Lawley-Andolina-Verdi 441 East Avenue Rochester, NY 14607	CONTACT NAME: Sondra Thomas PHONE (A/C, No, Ext): (585) 545-6693 FAX (A/C, No): (866) 211-4683 E-MAIL: SThomas@lawleyinsurance.com ADDRESS:
INSURED Heritage Christian Services Inc 275 Kenneth Drive, Suite 100 Rochester, NY 14623	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Ins Co INSURER B : The Charter Oak Fire Insurance INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 18058 25615

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ See Oth Cov GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:	X		PHPK2637503	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			PHPK2637503	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			PHUB894173	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB0L71327A-23-51-D	12/31/2023	12/31/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Use of premise for Heritage Hero Run + Stroll + Roll in Irondequoit, NY September 7, 2024

Additional Insured and Waiver of Subrogation coverage shown above and marked with an "X". Terms set forth as evidenced by the attached endorsement(s) identified on the ACORD 101.

CERTIFICATE HOLDER

CANCELLATION

Town of Irondequoit
1280 Titus Avenue
Irondequoit, NY 14617

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: HERICHR-01

STHOMAS

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Lawley-Andolina-Verdi		License # 1009544	NAMED INSURED Heritage Christian Services Inc 275 Kenneth Drive, Suite 100 Rochester, NY 14623
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

When required by written contract
the following endorsements apply:

General Liability
PI-GLD-HS NY (10/11) Additional Insured & Waiver of Subrogation

Workers Compensation
WC 00 03 13 (00) Waiver of Subrogation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 12/31/2023

Name of Person or Organization (Additional Insured):

Town of Irondequoit
1280 Titus Avenue
Irondequoit, NY 14617

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

It is our stated intention that the various endorsements, coverage parts or policy issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or "suit." If this endorsement and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same claim, "suit," or medical expenses, we shall not be liable under this endorsement for a greater proportion of the total loss for that claim than this endorsement's applicable Limit of Insurance bears to the total applicable Limits of Insurance under all such endorsements, coverage parts or policies.

This condition does not apply to any excess or umbrella policy issued by us specifically to apply as excess insurance over the underlying Commercial General Liability policy.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	3
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	5
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7

Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	9
Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph j. **Damage to Property**, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
 1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

K. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
- b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- m. **State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

L. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

M. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. **Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

N. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. **Transfer of Rights of Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

O. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

P. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, for damages resulting from injury for which the insured is liable solely due to either disparate impact or vicarious liability. Personal and advertising injury does not mean discrimination:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
 - b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;
 - c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
 - d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

Latasha Elder

From: Latasha Elder
Sent: Thursday, April 25, 2024 11:31 AM
To: Susan Lamanna
Subject: RE: Heritage Christian Services Hero Run + Stroll + Roll

Thank you,

**LATASHA
ELDER**
TOWN CLERK

company Town of Irondequoit
phone (585) 467-8840
email Lelder@irondequoit.gov
website www.irondequoit.gov
address 1280 Titus Ave
Rochester, NY 14617

From: Susan Lamanna <susanlam@paris-kirwan.com>
Sent: Thursday, April 25, 2024 11:29 AM
To: Latasha Elder <lelder@irondequoit.gov>
Subject: RE: Heritage Christian Services Hero Run + Stroll + Roll

You are all set!

Thank you

Susan Lamanna
Commercial Account Representative
Paris-Kirwan Associates Inc.
255 East Ave, Suite 300
Rochester, NY 14604
585-461-6436 phone
585-340-1714 fax
susanlam@paris-kirwan.com

Please note my office hours are 7:30-4:00 M-Thurs and 7:30- 2:45 on Fridays.

From: Latasha Elder <lelder@irondequoit.gov>
Sent: Thursday, April 25, 2024 11:28 AM
To: Susan Lamanna <susanlam@paris-kirwan.com>
Subject: RE: Heritage Christian Services Hero Run + Stroll + Roll

Please let me know when this is all set.

**LATASHA
ELDER**
TOWN CLERK

company Town of Irondequoit
phone (585) 467-8840
email Lelder@irondequoit.gov
website www.irondequoit.gov

To: Town Clerk <clerk@irondequoit.gov>

Subject: RE: Heritage Christian Services Hero Run + Stroll + Roll

You don't often get email from knash@heritagechristianservices.org. [Learn why this is important](#)

Hi Latasha,

I'm attaching an updated insurance certificate for the Heritage Hero event. Let me know if this is what they needed.

Thank you!

Kelly

From: Town Clerk <clerk@irondequoit.gov>

Sent: Wednesday, April 3, 2024 4:27 PM

To: Kelly Nash <knash@HeritageChristianServices.org>

Subject: FW: Heritage Christian Services Hero Run + Stroll + Roll

CAUTION: This email originated from outside HCS. Use caution when opening attachments or clicking links.

Please see response from our insurance company.

Latasha

From: Susan Lamanna <susanlam@paris-kirwan.com>

Sent: Friday, February 23, 2024 2:20 PM

To: Latasha Elder <lelder@irondequoit.gov>

Subject: RE: Heritage Christian Services Hero Run + Stroll + Roll

Hi Latasha,

Sorry for any delay, I've been out of the office for the past week. In reviewing I see a certificates for the town for NYS Disability and Workers Compensation; however, I only see 1 certificate of liability insurance for Seabreeze. We will need to see a certificate of liability naming the Town as the certificate holder as well as named as additional insured on a primary and non-contributory basis with respect to the named insured's use of premises as required by written contract.

Susan Lamanna

Commercial Account Representative

Paris-Kirwan Associates Inc.

255 East Ave, Suite 300

Rochester, NY 14604

585-461-6436 phone

585-340-1714 fax

susanlam@paris-kirwan.com

Please note my office hours are 7:30-4:00 M-Thurs and 7:30- 2:45 on Fridays.

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION APPROVING A SPECIAL EVENT LICENSE FOR THE
IRONDEQUOIT LITTLE LEAGUE END OF YEAR CELEBRATION**

At a regular meeting of the Town Board of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 18th day of June 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
	Attorney for the Town	Harter Secrest & Emery LLC

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

WHEREAS, the Town Clerk’s Office received an application for a Special Event License from Irondequoit Little League (“ILL”) seeking permission to conduct its End of Year Celebration (the “Celebration”); and

WHEREAS, ILL proposes that the Celebration will be held on June 22, 2024, beginning at 4:00 p.m. and ending at 7:00 p.m.at the Irondequoit baseball fields; and

WHEREAS, ILL’s proof of current insurance, which expires on January 1, 2025, has been received and approved by the Town’s insurance carrier; and

WHEREAS, Blue Apple Productions will be providing a dunk tank, proof of current insurance, which expires on January 1, 2025, is currently being reviewed by the Town’s insurance carrier; and

WHEREAS, the parking lot to the baseball fields will be blocked off; and

WHEREAS, ILL will be responsible for notifying neighbors of the Celebration in advance of the event.

NOW THEREFORE BE IT RESOLVED, that the Town Board approves ILL’s application for a Special Event License to conduct the Irondequoit Little League End of Year Celebration on Saturday, June 22, 2024, conditioned on receipt of approval of the insurance for Blue Apple Productions.

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 FOR LICENSE TO CONDUCT
FESTIVALS/CARNIVALS/EVENTS**

NOTE: This application is pursuant to Town of Irondequoit Municipal Code, Chapter 194, "Special Events", attached.

If any section is not applicable to your event, please put N/A in lieu of leaving it blank.

GENERAL:

Name of Applicant: Irondequoit Little League

Applicant's Address: PO Box 17962, Rochester, NY 14617

Telephone Number: 315-576-7005

If Corporation, list State of Incorporation: _____

Corporation Officers' Addresses: _____

Type of Event Planned: End of Year Celebration

Event Site Address: 1290 Titus Ave - Little League Park Parking Lot

**Location of Nearby Residents: (ATTACH A MAP SHOWING ALL RESIDENTIAL LOT LINES
WITHIN 150 FEET OF EVENT SITE.)**

Name of Outside Contractor (or Concessionaire): Blue Apple Productions

Contractor Residence Address (Local): PO Box 275, Pittsford, NY 14534

Contractor Telephone No.: 585-388-5500

Contractor Business Address: _____

Contractor Business Telephone No.: _____

Names of Contractor Employees: _____

(If additional space is needed, please list on reverse side of this sheet.)

If employees housed on event site, state in what manner: _____

SURETY:

Applicant must file with Town Clerk, upon approval of application but prior to issuance

of license, the following:

CERTIFICATE OF LIABILITY INSURANCE insuring the licensee and the Town of Irondequoit for a minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability, including Products and Completed Operations Coverage, arising out of the licensed activity.

NOTE: The Town of Irondequoit must be listed on a primary and non-contributory basis.

EVENT OPERATING SCHEDULE: (Maximum of 5 days from 8:00 AM to 12 Midnight only.)

Equipment/rides set up start date 6/22/2024 Time 08:00 am - Dunk tank only

Event Start Date 6/22/2024 Time 4:00PM

Event Completion Date 6/22/2024 Time 7:00PM

Equipment/rides take down date 6/22/2024 Time 7:00PM

RESPONSIBLE PARTIES:

Person or alternate located on event site and responsible for all event activities during its operations:

NAME Heather Mott Secretary IRLL

ADDRESS 61 LeGran Rd, Rochester, NY 14617

TELEPHONE NO. 315-576-7005

NAME _____

ADDRESS _____

TELEPHONE NO. _____

Date of Application: 6/6/2024

Signature of Applicant: Heather Mott

***PLEASE NOTE: IT IS THE RESPONSIBILITY OF THE APPLICANT TO PROVIDE THE TOWN CLERK'S OFFICE WITH A COMPLETED LICENSE APPLICATION AND PROPER INSURANCE REQUIREMENTS AT TIME OF SUBMITTAL. INCOMPLETE APPLICATIONS WILL NO LONGER BE ACCEPTED.**

Type and number of contractor rides/concessions/exhibitions to be used (Locate on map):

Blue Concession Group, DBA Sugary Delights, PO Box 25611

Rochester, NY 14625 585-209-0808

POWER:

Type of electrical power to be used (house current, generator, etc.): **N/A**

Location of generator on event site (Locate on map): **N/A**

Type of lighting to be used (If searchlight is planned, indicate size and site location):

N/A

PARKING/TRANSPORTATION:

Storage location of trailers and trucks (indicate on map):

Parking location of workers and patrons' vehicles (indicate on map): **We are looking to have the parking Lot at the fields closed to traffice from**

Street route to be used to transport equipment/rides to and from event site: **8:00 am until event close**

Nature and scope of event advertising: **Email, Facebook, word of mouth**

Statement of method used by applicant and/or outside contractor to supervise

parking/traffic flow:

FOR TOWN USE ONLY: Festivals / Carnivals / Events

\$100.00 Application Fee:

Date Received: _____ By: _____

Insurance Approval:

Fire Marshal Approval

Signature

Date

Police Department Approval

Signature

Date

**Community Services
Bureau of Public Works**

Signature

Date

Security Deposit (If Applicable)

Amount Taken: _____

Received by: _____

Date Received: _____

Once all approved: Give a copy to Barb to put on the Board Meeting for final approval.
When final approval is given, call applicant to tell them it's all approved and mail them a copy with the resolution.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insured's Agent Name & Address	CONTACT NAME PHONE (A/C, No, Ext) FAX (A/C, No) EMAIL ADDRESS
INSURED Insured's Name and Address	INSURER(S) AFFORDING COVERAGE INSURER A: Company(ies) providing coverage INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	AGENCY/INSURER	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY	☒ COMMERCIAL GENERAL LIABILITY	X X				EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ CHERRY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE				\$ 2,000,000	
	PRODUCTS - COMPROP AGG				\$ 2,000,000	
	OWNL AGGREGATE LIMIT APPLIED PER:					
	POLICY ☐ PRO-JECT ☐ LOC					
AUTOMOBILE LIABILITY	☒ ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	☐ HIRED AUTOS					BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Ea accident) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB					AGGREGATE \$
	DED ☐ RETENTION \$					\$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	ANY PROPRIETARY PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NY)	Y/N ☐ N/A	On C105.2, U28.3 or GSH105.2			☒ NO STATUTORY LIMITS ☐ OTHER
	EL EACH ACCIDENT \$					
	EL DISABILITY - RA EMPLOYEE \$					
	EL DISEASE - POLICY LIMIT \$					
	DESCRIPTION OF OPERATIONS below					
	NYS Disability		On DB120.1			

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Reference Protocol or Contract Name

Town of Irondequoit is added to the General Liability coverage, including ongoing and completed operations, as an Additional Insured on a primary and noncontributory basis.

CERTIFICATE HOLDER**CANCELLATION**

Town of Irondequoit 1280 Tiltus Avenue Rochester, NY 14617	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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