a town for a lifetime
IRONDEQUOIT New York

REGULAR TOWN BOARD MEETING

July 16, 2024

7:00 PM

AGENDA

7/15/2024 10:03AM

PLEDGE OF ALLEGIANCE

ROLL CALL

SUPERVISOR'S REMARKS & ANOUNCEMENTS

PROCLAMATION & RECOGNITION

PUBLIC INPUT

FINANCIAL REPORT

APPROVAL OF MINUTES

June 10, 2024 Workshop Board Meeting

June 18, 2024 Regular Town Board Meeting

ITEM(S) FOR BOARD ACTION:

Public Hearings:

7:35 PM

07PH2024-1 On the Matter of a Local Law Amending Chapter 136 of Town Code to Conform with NYS DEC Requirements

7PH-1 **Resolution** Adopting a Local Law Amending Chapter 136 of Town Code to Conform with NYS DEC Requirements

Appointments

07A2024-1 **Resolution** Authorizing the Provisional Appointment of a Building Inspector in the Department of Community Development

07A2024-2 **Resolution** Authorizing the Provisional Appointment of a Building Maintenance Foreman in the Irondequoit Public Works Department

07A2024-3 **Resolution** Authorizing the Provisional Appointment of a Custodian in the Building Maintenance Department

07A2024-4 **Resolution** Authorizing the Appointment of a Deputy Town Clerk

07A2024-5 **Resolution** Authorizing the Appointment of a Conservation Board Member

07A2024-6 **Resolution** Appointing New Members to the Climate Smart Task Force

Assessor

07A2024-7 **Resolution** Authorizing a Settlement Agreement with Rite Aid #4894/Kaim Irondequoit LLC

07A2024-8 **Resolution** Authorizing a Settlement Agreement with Walgreen Eastern CO., Inc. (700 Ridge Road)

07A2024-9 **Resolution** Authorizing a Settlement Agreement with HD Development of Maryland C/O Home Depot #1273

Community Development

07A2024-10 **Resolution** Regarding State Environmental Quality Review Act Compliance in the Matter of Rezoning Application for 41 Lorraine Drive, Tax ID: 076.15-6-45 From R-1 Residential District to MUC – Mixed Use Commercial District

07A2024-11 **Resolution** Approving an Application 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

07A2024-12 **Resolution** Authorizing the Demolition and Removal of an Unsafe Building

Comptroller

07A2024-13 **Resolution** Authorizing an Agreement with the Catholic Family Center for Non-Medical Home Support Services to the Elderly as Approved through the Community Development Block Grant During August 1, 2024 through July 31, 2025

07A2024-14 **Resolution** Authorizing an Agreement with the Housing Council at Pathstone for Housing Counseling Services to Low – and Moderate – Income Residents as Approved through the Community Development Block Grant During August 1, 2024 through July 31, 2025

07A2024-15 **Resolution** Authorizing an Agreement with the Irondequoit Community Cupboard to Provide Healthy Food Choices to Low-Income Residents as

Approved through the Community Development Block Grant During August 1, 2024 through July 31, 2025

07A2024-16 **Resolution** Authorizing an Agreement with Lifespan of Greater Rochester, Inc. for Transportation Services to the Elderly as Approved through the Community Development Block Grant During August 1, 2024 through July 31, 2025

07A2024-17 **Resolution** Authorizing an Agreement with Lifespan of Greater Rochester, Inc. for the "Home Safe Home for Seniors" Program of Support Services to the Elderly as Approved through the Community Development Block Grant During August 1, 2024 through July 31, 2025

07A2024-18 **Resolution** Authorizing an Agreement with St. Paul Boulevard Fire District for Award and Use of American Rescue Plan Act Funding

07A2024-19 **Resolution** Authorizing a Donation from Special Events to St. Kateri Tekakwitha Parish

Police

07A2024-20 **Resolution** Authorizing Attendance at the Basic Negotiator School – New York Association of Hostage Negotiators and DCJS Certification

Public Works

07A2024-21 **Resolution** Pursuant to the State Environmental Quality Review Act Regarding Belmeade Drainage Project

07A2024-22 **Resolution** Awarding a Bid for the Bellehurst Pump Station Improvement Project

07A2024-23 **Resolution** Authorizing Monroe County to Install Bike Lane Signs on a Portion of East Ridge Road

07A2024-24 **Resolution** Calling for a Public Hearing on a Local Law Amending Article VII of Chapter 222 of the Town Code Relating to Installation of No Stopping Signs

07A2024-25 **Resolution** Abandoning Interest in an Easement

Supervisor

07A2024-26 **Resolution** Authorizing Security Upgrades and Associated Transfer of Funds

07A2024-27 **Resolution** Authorizing an Agreement with Empire State Development for the Disbursement of a Restore NY Grant

Town Clerk

07A2024-28 **Resolution** Approving the Special Event License for YellowJacket Racing/Fleet Feet's Rochester Half Marathon and 5k

07A2024-29 **Resolution** Authorizing the Special Event License for the St. Josaphat Ukrainian Catholic Church Annual Ukrainian Festival

07A2024-30 **Resolution** Approving the Special Event License for the Market at I-Square's Summer Party

NEXT WORKSHOP MEETING: August 12, 2024 @ 4 P.M.

NEXT REGULAR TOWN BOARD MEETING: August 20, 2024 @ 7 P.M.

EXPENSES

Fund	Original Budget	Amended Budget	Cumulative, Year to Month End: Expended	Encumb'd	Available Balance	Percent of Year Elapsed	Percent of Budget Spent & Enc'brd
			15,805,591				
001 General (includes cemetery)	26,601,423	26,790,074	14,894,430	911,161	10,984,484	50.0%	59.0%
percent of amended budget			55.6%	3.4%	41.0%		
005 Library	2,846,496	2,857,196	1,372,774	7,122	1,477,300	50.0%	48.3%
percent of amended budget			48.0%	0.2%	51.7%		
021 Highway # 1, Road Impvts	3,772,281	3,947,691	967,242	773,890	2,206,559	50.0%	44.1%
percent of amended budget			24.5%	19.6%	55.9%		
023 Highway # 3, Equipment Maint	1,105,315	1,105,315	507,038	123,955	474,323	50.0%	57.1%
percent of amended budget			45.9%	11.2%	42.9%		
024 Highway # 4, ROW / Winter	1,165,368	1,165,368	460,658	170,894	533,816	50.0%	54.2%
percent of amended budget			39.5%	14.7%	45.8%		
	6,042,964	6,218,374	1,934,938	31.1%	1,068,739	17.2%	48.3%
031 Consolidated San Sewer Dist	3,843,057	4,101,801	1,639,821	301,609	2,160,371	50.0%	47.3%
percent of amended budget			40.0%	7.4%	52.7%		
038 Stormwater Drainage Dist.	939,830	939,830	251,685	47,321	640,824	50.0%	31.8%
percent of amended budget			26.8%	5.0%	68.2%		
036 LaSalle Landing Sewer District	136	136	0	0	136	50.0%	0.0%
percent of amended budget			0.0%	0.0%	100.0%		
039 Rock Beach San Sewer Dist	7,852	7,852	326	0	7,526	50.0%	4.1%
percent of amended budget			4.1%	0.0%	95.9%		
040 Orland Road San Sewer Dist	16,874	16,874	1,437	0	15,437	50.0%	8.5%
percent of amended budget			8.5%	0.0%	91.5%		
051 Sea Breeze Water District	1,226,631	1,226,631	561,171	0	665,460	50.0%	45.7%
percent of amended budget			45.7%	0.0%	54.3%		
071 - 098 Lighting Districts	129,470	129,470	41,710	0	87,760	50.0%	32.2%
percent of amended budget			32.2%	0.0%	67.8%		
TOTAL	41,654,733	42,288,238	20,698,292	2,335,951	19,253,995	50.0%	54.5%
			23,034,242				
Percent of Amended Budget Spent			48.9%				
Percent of Amended Budget Encumbered				5.5%			
Total Percent Spent & Encumbered							54.5%
Tax Levy Sensitive	35,491,019	35,865,780	18,202,142	1,987,022	15,676,616	50.0%	56.3%
Total Spent + Encumbered		20,189,164	50.8%	5.5%	43.7%		56.3%

REVENUES

Fund		Original Budget	Amended Budget	Cumulative Receipts Through This Month	Balance to be Received	Percent of Real Estate Tax	Percent of Year Elapsed	Percent of Revenue Received
001 General:								
Real Estate Tax	(001-1001)	12,790,170	12,790,170	12,790,170	0	66.3%		100.0%
Payment In Lieu of Tax	(001-1081)	232,730	232,730	239,202	-6,472			102.8%
Sales Tax	(001-1120)	6,700,000	6,700,000	1,046,937	5,653,063			15.6%
Mortgage Tax	(001-3005)	990,000	990,000	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	20,783	4,217			83.1%
Franchise Cable TV	(001-1170)	646,000	646,000	-3,305	649,305			-0.5%
Recreation Program Fees	(001-2001)	673,300	673,300	252,553	420,747			37.5%
Cemetery Revenues	(001-2190/2665)	166,000	166,000	69,359	96,641			41.8%
Fines & Bail Forfeitures	(001-2610)	101,000	101,000	20,605	80,395			20.4%
Other Sources of Revenue		2,199,320	2,199,320	1,103,711	1,095,609			50.2%
Appropriated Fund Balance		1,464,620	1,464,620	1,464,620	0			
Total, Revenue & Fund Balance		26,601,423	26,601,423	17,004,634	9,596,789		50.0%	63.9%

Fund	Original Budget	Amended Budget	Cumulative Receipts as of This Month	Balance to be Received	Percent of Real Estate Tax	Percent of Year Elapsed	Percent of Revenue Received
005 Library							
Real Estate Tax	2,686,417	2,686,417	2,686,417	0	13.9%		100.0%
Other Sources of Revenue	120,079	120,079	60,908	59,171			50.7%
Appropriated Fund Balance	40,000	40,000	40,000	0			
Total, Revenue & Fund Balance	2,846,496	2,846,496	2,787,325	59,171		50.0%	97.9%
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	741,184	999,596			42.6%
Appropriated Fund Balance	500,000	500,000	500,000	0			
Total, Revenue & Fund Balance	6,042,964	6,042,964	5,043,368	999,596		50.0%	83.5%
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	61,574	49,239			55.6%
Appropriated Fund Balance	250,000	250,000	250,000	0			
Total, Revenue & Fund Balance	3,843,057	3,843,057	3,793,818	49,239		50.0%	98.7%
038 Stormwater Drainage District							
District Service Charges	935,311	935,311	935,311	0			100.0%
Other Sources of Revenue	4,519	4,519	10,784	-6,265			238.6%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	939,830	939,830	946,095	-6,265		50.0%	100.7%
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		50.0%	100.3%
039 Rock Beach San. Sewer District							
District Capital Charges	7,852	7,852	7,851	1			100.0%
Other Sources of Revenue	0	0	-34	34			#DIV/0!
Total Revenue	7,852	7,852	7,817	35		50.0%	99.6%
040 Orland Road San. Sewer District							
District Capital Charges	16,874	16,874	16,874	0			100.0%
Other Sources of Revenue	0	0	184	-184			#DIV/0!
Total Revenue	16,874	16,874	17,058	-184		50.0%	101.1%
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	310,509	873,147			26.2%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	1,226,631	1,226,631	353,484	873,147		50.0%	28.8%
071 - 098 Lighting Districts							
District Real Estate Tax	129,470	129,470	129,470	0			100.0%
Other Sources of Revenue	0	0	5,672	-5,672			
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	129,470	129,470	135,142	-5,672		50.0%	104.4%
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	3,940,625	11,565,855			25.4%
TOTAL	39,400,113	39,400,113	27,834,257	11,565,856		50.0%	70.6%
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	30,088,877	11,565,856			72.2%

Comparison With Prior Year Period

Expenses Fund	6/30/2018 Percent of Budget Spent & Enc'brd	6/30/2019 Percent of Budget Spent & Enc'brd	6/30/2020 Percent of Budget Spent & Enc'brd	6/30/2021 Percent of Budget Spent & Enc'brd	6/30/2022 Percent of Budget Spent & Enc'brd	6/30/2023 Percent of Budget Spent & Enc'brd	6/30/2024 Percent of Budget Spent & Enc'brd
001 General	49.0%	48.6%	47.2%	47.2%	47.3%	50.7%	59.0%
005 Library	54.5%	55.2%	47.5%	46.8%	48.6%	52.1%	48.3%
021 Highway # 1, Road Impvts	52.5%	35.1%	43.7%	65.4%	66.1%	78.5%	44.1%
023 Highway # 3, Equipt. Maint	62.9%	62.1%	62.6%	50.0%	59.6%	59.4%	57.1%
024 Highway # 4, ROW / Winter	64.3%	61.1%	57.0%	57.3%	67.1%	59.1%	54.2%
031 Consolidated Sewer Dist	49.8%	50.4%	49.6%	48.8%	49.5%	39.7%	47.3%
038 Stormwater Drainage Dist	36.1%	35.2%	56.2%	38.7%	37.9%	37.9%	31.8%
051 Sea Breeze Water District	50.5%	66.4%	36.5%	38.1%	35.0%	38.0%	45.7%
055 Sea Breeze Fire District	-----	-----	-----	-----	-----	-----	-----
071 - 098 Lighting Districts	100.0%	100.0%	100.0%	100.0%	104.7%	103.3%	32.2%
TOTAL	50.7%	49.1%	48.1%	49.0%	49.8%	52.0%	54.5%

Revenues Fund	Percent of Budget Received	Percent of Budget Received	Percent of Budget Received	Percent of Budget Received	Percent of Budget Received	Percent of Budget Received	Percent of Budget Received
001 General:							
Real Estate Tax	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Payment In Lieu of Tax	87.6%	90.0%	91.4%	91.7%	89.3%	97.7%	102.8%
Sales Tax	14.8%	13.6%	16.1%	18.8%	18.5%	22.3%	15.6%
Mortgage Tax	16.5%	30.5%	30.6%	30.2%	0.0%	0.0%	0.0%
Per Capita State Aid	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Interest Earnings	121.6%	414.9%	115.6%	13.2%	44.5%	817.3%	83.1%
Franchise Cable TV	0.2%	-0.5%	-0.5%	-0.6%	-0.5%	-0.5%	-0.5%
Recreation Program Fees	75.0%	75.4%	41.2%	66.7%	45.5%	82.3%	37.5%
Cemetery Revenues	39.3%	42.8%	33.8%	79.3%	46.1%	25.2%	41.8%
Fines & Bail Forfeitures	42.6%	38.1%	28.1%	17.6%	21.0%	22.0%	20.4%
Other Sources of Revenue	85.6%	58.2%	39.4%	36.9%	41.6%	69.8%	50.2%
Appropriated Fund Balance	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Subtotal, General Fund	68.9%	65.9%	63.7%	66.6%	63.3%	70.7%	63.9%
Other Funds, "Other Sources" *							
005 Library	44.1%	64.0%	40.2%	53.7%	43.6%	54.4%	50.7%
021, 023, 024 Highway Funds	33.9%	28.3%	33.8%	29.0%	15.0%	14.3%	42.6%
031 Consolidated San Sewer District							
Sewer Service Charges	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Other Sources of Revenue	107.6%	76.7%	83.8%	83.9%	82.9%	24.3%	55.6%
038 Stormwater Drainage Dist	91.5%	26.3%	401.9%	0.7%	0.5%	19.7%	238.6%
051 Sea Breeze Water District	30.0%	30.6%	27.5%	26.9%	26.6%	27.0%	26.2%
055 Sea Breeze Fire District	-----	-----	-----	-----	-----	-----	-----
071 - 098 Lighting Districts							
All Funds, Revenues & App FB's	76.1%	73.5%	72.4%	74.2%	71.0%	75.5%	72.2%

* All Real Estate Tax and Appropriated Fund Balances are 100% received by these funds at the beginning of each year

Town Board Meeting Notes

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

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

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

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

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

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

Actual expenditures, excluding encumbrances, Town wide expenses are below the 50% of the year elapsed at 48.9% of budget. Actual expenses for the consolidated highway and the sewer funds are also below budget at 31.1% and 40.0% respectively. And the general fund is on par with budget once the adjustment is made for the street lighting purchase.

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

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

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

Page 3 of this report presents the second quarter year-to-date summary and comparison to the prior 6 years. Regarding expenditures by Fund—which are included on the top third of the page: The percent of total budget spent and

encumbered is 54.5% which is slightly higher than previous years.

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

The Town has received our full allocation of American Rescue Funds totaling $22.455k. The use of this funding is restricted for the response to and relief of COVID-19 and must be allocated no later than December 31,2024, and expended by December 31, 2026. To date, approximately $21.850 (97.3%) has been allocated to projects. Roughly $13.725 (61.1%) has been expended to date and an additional $683k (3.0%) is encumbered for various projects.

This concludes my financial report for the month of June 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 10th day of June 2024 at 4:00 P.M, there were:

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

Others in attendance included Chief of Police Scott Peters, Comptroller Diana Marsh, Director of Information Technology Kevin LaBarr, Director of Community Development Bill Lang, Director of Recreation Shannon Grieve, Assistant to the Supervisor Justine Bartnick, Assessor Anthony Costanza, Personnel Analyst Linda Mosley, Labor Foreman Thomas Albert, Deputy Tax Receiver Sherida Yanguas 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.

SUPERVISOR'S REMARKS: Spoke about the progress of the Backyard Project and Camp Eastman Splash Pad. Recognizing Pride Month on 06/21/24 with a proclamation. First Economic Development on 06/13/24 from 9am-12pm. Flag Day Ceremony is on 06/14/24 at 7pm. Juneteenth Celebration is on 06/15/24, in partnership with E.R.A.S.E. 07/03/24 Declaration will be read on 07/04/24, along with Street Dance and Fireworks. The Supervisor also spoke about Thursday Farmers Markets. He noted that for the months of June, July and August, the Clerk's office will have some extended hours on Thursdays.

PRESENTATIONS: Irondequoit Garden Walks Initiative June 20th, 2025 gave a presentation on having residents in the Town display their gardens on this day from 1-4pm. Hoping to have at least 30-50 gardens available during the walk.

DEPARTMENT HEAD UPDATES:

Assessor Anthony Constanza reports that the grievance process ended on 05/28/24. The Board of Assessment will meet one more time. Mr. Constanza provided statistics on the grievances that were received. He stated the SCAR process will begin July 1st, 2024.

Director of Community Development Bill Lang provided statistics on complaints. Working with DPW and IPD regarding code enforcement complaints and keeping our employees safe.

Director of Information Technology Kevin LaBarr stated the ongoing Cloud conversion is going well. Currently wrapping up the financial reports system.

Labor Foreman Thomas Albert reported oil and stone has begun. The Titus Sidewalk Project is nearing completion. Mr. Albert stated there is currently a bid out for the Bellehurst Pump Station.

Director of Recreation Shannon Grieve shared information about Flag Day and weekly Farmers Markets that will be held on Columbus Way until Mid-October and then resume in the market shed early November. The Recreation department has over 9 different camps with over 70 seasonal employees.

Personnel Analyst Linda Mosley reported that with resignations and retirements, the Town is actively seeking custodians and cleaners in all buildings around town.

Chief of Police Scott Peters informed everyone that IPD celebrated its 100th Anniversary which was well attended. Working on Cannabis Management for illegal locations. Looking forward to hiring new recruit. Excited about MOU investigation with FBI crimes against children.

Town Clerk Latasha Elder reported that the Clerk's office will have summer hours. The office will be open 8:30 am to 6:30 pm the 2nd and 3rd Thursday for the months of June, July and August. Interviews for Provisional Clerk III have been conducted and a candidate has accepted the offer and hopefully will start soon.

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 flood plain with DEC.

Comptroller Diana Marsh reported that they are finishing up the transition of the financial system. CDBG plan is due to HUD. The Comptroller's office is in the beginning processes of budget season.

REVIEW OF AGENDA ITEMS FOR THE JUNE 18, 2024 REGULAR TOWN BOARD MEETING:

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

Item regarding St. Paul Blvd District and ARPA funds was tabled until next workshop meeting.

ITEMS FOR BOARD ACTION:

06WS2024-1 **Resolution** authorizing the Provisional Appointment of an Assistant Fire Marshal in the Irondequoit Community Development Department

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

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

Resolution Number 2024-145

06WS2024-2 **Resolution A**uthorizing the Provisional Appointment of an Office Clerk III in the Irondequoit Town Clerk's Department.

On a motion made by Councilmember **Perticone,** seconded by Councilmember **Wehner**, a resolution was adopted authorizing the Provisional Appointment of Doreen Ives as an Office Clerk III in the Irondequoit Town Clerk's Department.

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

Resolution Number 2024-146

06WS2024-3 **Resolution** Accepting the Proposal for the Irondequoit 10K and 2-Mile July 4th Race Administration.

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham**, a resolution was adopted authorizing the Supervisor to enter into an agreement with Robinhood Racing LLC for the 10K and 2-mile July 4th Races.

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

Resolution Number 2024-147

The next meeting is the Regular Town Board Meeting on Tuesday, June 18, 2024 @ 7:00 p.m. in the Broderick Room of the Town Hall.

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the Workshop Meeting was adjourned at 5:02 p.m.

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

Respectfully submitted,

Latasha Elder

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 **18th day of June 2024,** at 7:00 P.M., 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, Planning and Zoning Coordinator Michelle Nichols, Communications Director Samantha McManus, 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: Supervisor gave detailed information about the I-COOL program that is now in effect. Currently working on heat index protocol to protect team members. Supervisor Evans spoke about The Gay Men's Chorus performing at this week's Farmers Market and about the Eco-Fair which will be held during the market on June 27th, 2024. A successful Inaugural Business Development Forum took place on 06/13/24 @ the library. The Supervisor informed the public that Town Hall will be closed on 06/19/24 in celebration of Juneteenth. Thanked everyone that made the 06/15/2024 event a success and provided information on how June 19th came about. The Splash Park at Camp Eastman is now open; please be mindful of the construction that is currently underway. 50th Anniversary celebration of the 4th of July. Declaration read on July 3rd at 10:30 a.m. with a 5k event to follow. Plans for the Town Hall Campus and Camp Eastman can be viewed on social media, as well as the Town Hall.

PROCLAMATION & RECOGNITION:

A proclamation was read recognizing June as Pride Month.
A proclamation was read recognizing June 19th, 2024, as Juneteenth.

PRESENTATION:

St. Paul Fire District thanked us for considering them for the ARPA grant. The Chief spoke about the increase in expenses across the board. He is looking at offsetting the increase by applying for grants. Looking to purchase a SCBA cascade system allowing them to fill their own bottles in house.

PUBLIC INPUT:
Marcia Gopie, 85 Vayo Street**,** voiced concerns of illegal activity on her street (prostitution and drugs).
Antwon Ragland, 54 Vayo Street**,** voiced his concerns of heroin usage and prostitution on his street.
Mark Haldow, 39 Schnackel Drive, stressed his concerns about STRs. It was stated that STRs are more like hotels.
Maria Nicchittia, 57 Greenhaven Rd, voiced her concerns regarding the new assessor and doing his own assessment. (See attached statement)

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

FINANCIAL REPORT
Comptroller Marsh noted the following 2024 financial results as of April 30th. "33.3% of the year has elapsed and the Town's total expenses are higher than budget at 39.9%. 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 program of $640k. With the transition of the financial system, the amendments for these projects have not been recorded in the system but should be reflected in the next financial report. Jointly, the expenses in the highway fund 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 $1.06k or 37.1%. This is attributed to debt service payment-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 the 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 the financial report for the month of April 2024"

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

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

APPROVAL OF MINUTES:

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Perticone,** the May 13th, 2024, Workshop Meeting Minutes were approved.

UPON VOTING THREE AYES AND TWO NAYS

COUNCILMEMBERS **WEHNER** AND **MALONE** WERE NOT PRESENT AT THE MEETING.

On a motion made by Councilmember **Perticone,** seconded by Councilmember **Wehner,** the May 21st, 2024 Regular Town Board Meeting Minutes were approved.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

PUBLIC HEARINGS:
7:35 PM
06PH2024-1 ON THE MATTER OF GRANTING A SPECIAL USE PERMIT FOR 775 TITUS AVENUE IN THE MIXED-USE COMMERICIAL DISTRICT AND REFERRING SAME TO THE PLANNING BOARD FOR COMMENT.

The Public Hearing opened at 7:35 p.m.

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

The Public Hearing was closed at 7:35 p.m., moved by Councilmember **Cunningham** and seconded by Councilmember **Wehner.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

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**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham,** the resolution was adopted **approving a Special Use Permit for 775 Titus Avenue.** Councilmember Perticone voiced his concerns regarding prior seating at the establishment. Mr. Nolan provided more information about future plans for the establishment.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-148

7:36PM
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

The Public Hearing was opened at 7:36 p.m.

Public Hearing Public Input: Attorney for the Town gave information about the public hearing. No one came forward to speak for or against the matter

The Public Hearing was closed at 7:36 p.m., moved by Councilmember **Wehner** and seconded by Councilmember **Cunningham.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

ITEMS FOR BOARD ACTION:
Appointments:

06A2024-1 RESOLUTION AUTHORIZING THE PERMANENT APPOINTMENT OF A RECREATION LEADER IN THE IRONDEQUOIT RECREATION DEPARTMENT

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the resolution was adopted **authorizing the permanent appointment of Adam Mendez as a Recreation Leader in the Recreation Department.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-149

Community Development:
06A2024-2 RESOLUTION AUTHORIZING AN AMENDMENT TO THE 2024 BUDGET

On a motion made by Councilmember **Perticone,** seconded by Councilmember **Wehner,** the resolution was adopted **approving an amendment to the 2024 budget.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-150

06A2024-3 RESOLUTION AUTHORIZING AN AGREEMENT FOR A TOWN-WIDE RECONNAISSANCE-LEVEL HISTORIC RESOURCE SURVEY

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Wehner,** the resolution was adopted **approving an agreement of a town-wide reconnaissance-level historic resources survey with KTA preservation specialists.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-151

06A2024-4 RESOLUTION CALLING FOR A PUBLIC HEARING ON A LOCAL LAW AMENDING CHAPTER 136 OF TOWN CODE TO CONFORM WITH NYS DEC REQUIREMENTS

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Perticone,** the resolution was adopted **approving the calling of a public hearing on a local law amending Chapter 136 of Town Code to conform with NYS DEC requirements.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-152

Comptroller:

06A2024-5 RESOLUTION AUTHORIZING AN AGREEMENT WITH PROWAY MANAGEMENT FOR LEAD PAINT TESTING SERVICES RELATED TO THE HOME IMPROVEMENT PROGRAM

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Malone,** the resolution was adopted **authorizing the Supervisor to enter into an agreement with Proway Management for lead paint testing services.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-153

06A2024-6 RESOLUTION AUTHORIZING AN AGREEMENT WITH IRONDEQUOIT AMBULANCE FOR AWARD AND USE OF AMERICAN RESCUE PLAN ACT FUNDING

On a motion made by Councilmember **Perticone,** seconded by Councilmember **Wehner,** the resolution was adopted **approving the award and use of American Rescue Plan Act Funds to the Irondequoit Ambulance.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-154

06A2024-7 RESOLUTION AUTHORIZING AN AGREEMENT WITH SUNSET HOUSE FOR AWARD AND USE OF AMERICAN RESCUE PLAN ACT FUNDING

On a motion made by Councilmember **Perticone,** seconded by Councilmember **Wehner,** the resolution was adopted **approving the award and use of American Rescue Plan Act Funds to Sunset House.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-155

Human Resources:

06A2024-8 RESOLUTION AUTHORIZING THE ADOPTION OF A PROGRESSIVE DISCIPLINE POLICY

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Wehner,** the resolution was adopted **authorizing the adoption of a Progressive Discipline Policy.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-156

Police:

06A2024-9 RESOLUTION AUTHORIZING THE ATTENDANCE AT THE 36th ANNUAL COLONEL HENRY F. WILLIAMS INTERNATIONAL HOMICIDE SEMINAR

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Malone,** the resolution was adopted **approving the attendance of the Captain of Operations and an Investigator to attend the Annual 36th Colonel Henry F. Williams Homicide Seminar in Albany, NY from September 22, 2024, thru September 27, 2024.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-157

Town Clerk:

06A2024-10 RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR THE HERITAGE HERO RUN & STROLL & ROLL

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Wehner,** the resolution was adopted **approving the Special Event License for the Heritage Hero Run & Stroll & Roll event on September 7th, 2024.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-158

06A2024-11 RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR THE IRONDEQUOIT LITTLE LEAGUE END OF THE YEAR CELEBRATION

On a motion made by Councilmember **Perticone,** seconded by Councilmember **Wehner,** the resolution was adopted **approving the Special Event License for the Irondequoit Little League End of the Year Celebration on June 22nd, 2024.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-159

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham**, an Executive Session was called pursuant to Public Officers Law Section 105(f) for the discussion of matters leading to medical, financial, creditor employment history of a particular person or corporation, or relating to appointment, promotion, demotion, discipline or removal.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

EXECUTIVE SESSION

On a motion made by Councilmember **Perticone,** seconded by Councilmember **Malone**, the Executive Session was adjourned and the Regular Town Board meeting was reconvened at 8:57 p.m.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Upcoming Meetings:

Town Board Workshop Meeting: Monday, July 8th, 2024 @ 4 PM
Regular Town Board Meeting: Tuesday, July 16th, 2024 @ 7 PM

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the Regular Town Board Meeting was adjourned at 8:59 p.m.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,

Latasha Elder

Latasha Elder, Town Clerk

Public Input
RTB 6/18/24 ML

Maria Nicchitta
57 Greenhaven Rd.

For those of you that were, or are, in the military, first: thanks for your service; second, you may be familiar with 5 CFR 2635 or perhaps the Department of Defense's "Employees Guide to the Standards of Conduct". Page 1 of the DOD's 2022-dated edition provides a list of Do's and Don'ts. A few examples include: DO "Place loyalty to the Constitution, the laws, and ethical principles above private gain." Don't, "Use public office for private gain." And don't: "Take actions that give the appearance that they are illegal or unethical."

In February, in a 4-1 vote, this board appointed an Assessor. This individual's actions, prior to appointment, regarding the assessment process, the previous assessor and the then-current staff in that office, was downplayed by 3 members of this board, with one member on the fence but still voting in support. Only Councilman Perticone stood by his convictions regarding his concerns.

At last month's board meeting, a town resident - who is also a town employee - stepped forward to call out action by the new assessor: between his February appointment and May, he lowered his own assessment.

As background, a grievance was filed last year for this property and the initial assessment was lowered. Not satisfied, the homeowner then requested a SCAR hearing, as is his right, but lost that appeal, so no further change was made to that assessment. Real Property Tax Law states there are only a few instances where changes to the roll can be made outside of the normal process. As far as I can tell, losing a SCAR hearing is not one of those instances.

A changed assessment affects real property tax calculations, calculations that translate into how much tax is owed, for example, to the town.

Chapter 20 of the Town Code of the Town of Irondequoit is titled Ethics; Section 20-6, subsection A, reads in part: "No municipal officer or employee or local elected official or local officer or employee shall use his or her municipal position or official powers and duties to secure a financial or material benefit for himself or herself, ..."

As stated in my May 31st email to this board, an ethics investigation should be conducted immediately. Having previously served on the ethics committee for this town, an investigation such as this is not within that committee's purview as they only deal with the review of, and issues related to, financial disclosure forms from electeds and appointed personnel. Furthermore, the committee includes the supervisor's Chief of Staff. To remove any question of possible collusion or inappropriate influence, and to foster a transparent atmosphere, it would behoove this board to allow an unbiased, independent investigation of this situation by the Attorney for the Town. If the town's Code of Ethics has been violated, as it appears it has, appropriate measures must be taken. The conduct of any person in an appointed, department head level position should be held to a higher standard.

It's been a month since this was brought forward; this board's silence speaks volumes. Some hold the opinion that no one cares what goes on inside of town hall. I think residents DO care and they DO care about transparency.



Department of Defense

Employees' Guide to the Standards of Conduct

September 2022

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Where to get Advice

The **DoD General Counsel** is the Designated Agency Ethics Official (DAEO) for DoD personnel, civilian and military, who serve in the Office of the Secretary of Defense (OSD), most DoD Field Activities, and the Joint Staff.

For ethics advice, consult with your local ethics official. For OSD personnel only, contact the Standards of Conduct Office (SOCO) at OSD.SOCO@MAIL.MIL or by phone at 703-695-3422.

Contact information for local ethics officials can be found on the SOCO website at:

IMPORTANT ADVICE

If you are not positive that what you are about to do is appropriate, ask your ethics counselor. One mission of ethics counselors is to advise personnel on accomplishing their goals without violating the standards of conduct.

In fact, disciplinary action for violating the Standards of Conduct will **not** be taken against you if you act in good faith reliance upon the advice of your ethics counselor following a full disclosure of all relevant circumstances.

This Handbook provides a general summary of the rules. It does not include every rule, exception, requirement, or all the factors that must be considered in making certain ethics-related decisions. If you are unsure of your actions, call your ethics counselor before you act.

GENERAL PRINCIPLES OF PUBLIC SERVICE

Do	Don't
Place loyalty to the Constitution, the laws, and ethical principles above private gain.	Use public office for private gain.
Act impartially to all groups, persons, and organizations.	Use non-public information to benefit yourself or anyone else.
Give an honest effort in the performance of your duties.	Solicit or accept gifts from persons or parties that do business with or seek official action from DoD (unless permitted by an exception).
Protect and conserve Federal property.	Make unauthorized commitments or promises that bind the Government.
Disclose waste, fraud, abuse, and corruption to appropriate authorities.	Use Federal property for other than authorized activities.
Fulfill in good faith your obligations as a citizen, and pay your Federal, State, and local taxes.	Take jobs or hold financial interests that conflict with your Government responsibilities.
Comply with all laws providing equal opportunity to all persons, regardless of their race, color, religion, sex, national origin, age, or handicap.	Take actions that give the appearance that they are illegal or unethical.

REMEMBER

Violating ethics principles may result in disciplinary or corrective action, including criminal prosecution. Protect yourself by seeking the advice of your ethics counselor before you act.

Resolution No. 2024- _____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A LOCAL LAW AMENDING CHAPTER 136 OF TOWN CODE TO CONFORM 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 16th day of July, 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 Town Board adopted a resolution on June 18, 2024, calling for a public hearing to be held concerning the Proposed Law on July 16, 2024, at 7:3X p.m.; and

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

WHEREAS, the Town Board conducted the public hearing on July 16, 2024, and all interested parties who wished to be heard were heard; and

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

WHEREAS, the Proposed Law was referred the Proposed Law to the County Planning Board for Comment, and it _____; and

WHEREAS, the Town Board, after due deliberation, for the reasons described in Resolution No. 2024-___ and Attachment A hereto, finds it in the best interest of the Town of Irondequoit to adopt the Proposed Law; 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 adopts said Local Law __ of 2024, amending Chapter 136 of the Town Code to conform with the language in the model law drafted by the NYS DEC and as described in Attachment A.

AND BE IT FURTHER RESOLVED, that the Town Clerk is directed to enter said Local Law in the minutes of this meeting and in the Local Law Book of the Town of Irondequoit, and to give due notice of the adoption of said Local Law to the New York Secretary of State and post the same as required by the Irondequoit Town Code.

This resolution shall take effect immediately upon its adoption.

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

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

ATTACHMENT A

LOCAL LAW NO. _____ OF 2024
TO AMEND CHAPTER 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; ~~strikethrough~~ 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 Vl-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:

(l) 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 permitee 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 ~~nonresidential~~ 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 permitee 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]~~ **(b)** 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 floatation, 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.

Resolution No. 2024-_____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE PROVISIONAL APPOINTMENT OF BUILDING INSPECTOR IN THE DEPARTMENT OF COMMUNITY DEVELOPMENT

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 16th day of July 2024, at 7:00 p.m. local time, there were.

PRESENT:

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

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

WHEREAS, due to a resignation, there is a need to hire a full time Building Inspector in the Department of Community Development; and

WHEREAS, the Civil Service list has been canvassed and declared unviable, this position has also been posted on the Town's website; and

WHEREAS, Zachary Reynolds interviewed for the position and the interview committee recommends that the Town Board hire him for this competitive position; and

WHEREAS, this will be a provisional appointment, and once the Building Inspector exam is held, Mr. Reynolds will participate and must score within the top three in order to be appointed permanently.

NOW THEREFORE BE IT RESOLVED that the Town Board authorizes the provisional appointment of Zachary Reynolds as a Building Inspector in the Department of Community Development to be paid an annual rate of $53,988.00, 70% shall be drawn from budget code 001.3620.100.1100 and 30 % from budget code 020.8668.0100.1100.

This resolution shall take effect upon hire.

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

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

Town Supervisor Evans voting _____

Resolution No. 2024-_____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE PROVISIONAL APPOINTMENT OF A BUILDING MAINTENANCE FOREMAN IN THE IRONDEQUOIT PUBLIC WORKS 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 16th day of July 2024, at 7:00 p.m. local time, there were.

PRESENT:

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

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

WHEREAS, due to a resignation, there is a need to hire a full time Building Maintenance Foreman in the Irondequoit Department of Public Works; and

WHEREAS, the Civil Service list has been canvassed and declared unviable, this position has also been posted on the Town's website; and

WHEREAS, Orlando Santos interviewed for the position and the interview committee recommends that the Town Board hire Orlando Santos for this competitive position; and

WHEREAS, this will be a provisional appointment, and once the Building Maintenance Foreman exam is held, Orlando Santos will participate and must score within the top three in order to be appointed permanently.

NOW THEREFORE BE IT RESOLVED that the Town Board authorizes the provisional appointment of Orlando Santos as a Building Maintenance Foreman in the Department of Public Works to be paid an annual rate of $51,051.00 which shall be drawn from budget code 001.1620.0100.1100.

This resolution shall take effect upon hire.

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

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

Town Supervisor Evans voting _____

Resolution No. 2024-_____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE PROVISIONAL APPOINTMENT OF CUSTODIAN IN THE BUILDING MAINTENANCE 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 16th day of July 2024, at 7:00 p.m. local time, there were.

PRESENT:

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

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

WHEREAS, due to a retirement, there is a need to hire a full time Custodian in the Building Maintenance Department; and

WHEREAS, the Civil Service list has been canvassed and declared unviable, this position has also been posted on the Town's website; and

WHEREAS, Rachel Miller interviewed for the position and the interview committee recommends that the Town Board hire Rachel Miller for this competitive position; and

WHEREAS, this will be a provisional appointment, and once the Custodian exam is held, Rachel Miller will participate and must score within the top three in order to be appointed permanently.

NOW THEREFORE BE IT RESOLVED that the Town Board authorizes the provisional appointment of Rachel Miller as a custodian in the Building Maintenance Department to be paid an hourly rate of $18.76 which shall be drawn from budget code 001.1622.0100.1100.

This resolution shall take effect upon hire.

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

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

Resolution Number 2024 -

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE APPOINTMENT OF A DEPUTY TOWN CLERK

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16th day of July 2024 at 7:00 p.m. local time, there were

PRESENT:

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

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

WHEREAS, the Town Clerk will be absent from Town Hall on August 12, 2024 and will return on August 13, 2024; and

WHEREAS, the Town does not currently have a first deputy town clerk present and able to act during the Town Clerk's absence; and

WHEREAS, in these circumstances the Town Board may appoint a deputy town clerk to perform specific duties normally performed by the Town Clerk for the duration of the Town Clerk's absence pursuant to Town Law § 30 (10)(b); and

WHEREAS, the Town Clerk recommends the appointment of Sherida Yanguas as deputy town clerk, on a limited basis, to perform the Town Clerk duties at the workshop meeting that is scheduled to held on August 12, 2024 during the Town Clerk's absence; and

WHEREAS, Sherida Yanguas is qualified to serve as deputy town clerk under Public Officers Law § 3 and Town Law § 23; and

WHEREAS, Sherida Yanguas will be compensated for her service as deputy town clerk with compensatory time in accordance with Policy No. 1.2 of the Town's Personnel Policies and Procedures.

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the appointment of Sherida Yanguas as deputy town clerk, on a limited basis, to fulfill the Town Clerk duties at all workshop and special town board meetings held on August 12, 2024

This resolution shall take effect immediately.

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

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

Resolution No. 2024- _____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE APPOINTMENT OF A CONSERVATION BOARD MEMBER

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16th day of July 2024, at 7:00 p.m. local time, there were

PRESENT:

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

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

WHEREAS, the Conservation Board consists of nine community members interested in the improvement and preservation of environmental quality within the Town; and

WHEREAS, there is a need to appoint a new member to the Conservation Board as there are currently three (3) vacancies: and

WHEREAS, the Town received a letter of interest and resume from Irondequoit resident Katie Jaeckel applying for one of the vacant positions on the Conservation Board (attached as **Attachment A** hereto) and

WHEREAS, an Interview Committee comprised of the Director of Community Development, the Planning & Zoning Coordinator, and the Town Engineer interviewed Ms. Jaeckel on June 13, 2024, and

WHEREAS, based upon her letter, resume, and interview, the Interview Committee recommends that the Town Board appoint Ms. Jaeckel to the fill one of the vacancies on the Conservation Board.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the appointment of Katie Jaeckel to the Conservation Board for a term expiring on December 31, 2025.

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	_____

4/19/2024

To whom it may concern:

I was excited to see vacancies on the Irondequoit Conservation Board and am very interested in an opportunity to join the Board.

I was born and raised in Rochester (Brighton), and moved back here after graduating from SUNY Geneseo, with a degree in Geography and Environmental Studies.

Three years ago, I was fortunate to become a first-time homeowner in the Seabreeze neighborhood of Irondequoit. Though I initially thought my backyard would be for my dog, through gardening I have discovered how rich Irondequoit soil is, especially compared to Brighton where I grew up! While walking my dog, I was surprised to find an old fruit farm with horses in the wooded Huntington Hills neighborhood. These are a few of the natural resources and rich history I have been surprised to discover, and which led me to the Town of Irondequoit website.

I believe I'm qualified to be on the Board due to my relevant professional experience. In my 6 years as a Project Manager with Verizon, my work involves understanding environmental regulations and impacts of projects. Beginning with understanding the needs of the communities, my role often includes protecting the natural environment while respecting the history of the Native American land.

As a member of the Conservation Board, I could bring together my personal interests, degree, and professional experience to help preserve the town's natural environment.

I look forward to learning more about the Board and meeting with you.

Sincerely,

Katie Jaeckel

KATIE JAECKEL

95 Avondale Road Rochester, NY 14622 · 585-721-9079
Jaeckelkatie@gmail.com • linkedin.com/in/katie-jaeckel

EXPERIENCE

VERIZON
OCTOBER 2017-PRESENT

REAL ESTATE PROJECT MANAGER
APRIL 2022-PRESENT

- Obtain and execute lease agreements, complete due diligence including environmental and regulatory approvals required by the state and federal government to construct new and modify existing cell towers in Upstate NY.
- Manage and coordinate with tower companies, site acquisition vendors, and construction managers to drive projects to completion.
- Execute quick-turnaround temporary projects for events requiring cell service including the 2023 PGA and NYS Fair.
- Met all project completion goals in 2023; exceeded goals in April, May, and June; contributed 25% of Real Estate Completed projects for UPNY's Macro Mod projects in 2023.

REGULATORY SPECIALIST
OCTOBER 2017-APRIL 2022

- Self-taught in-depth knowledge of state and federal regulations used to ensure regulatory compliance with the FAA and FCC, including NEPA, SHPO, Airspace, ASR.
- Interpreted and monitored changes in government regulations and Verizon regulatory policies; provided on-going expertise to team for regulatory issues and questions.
- Initiated, researched and created presentations explaining Federal consultation processes and regulations, one of which was later used for national training by the Headquarters Regulatory team.
- Prepared, submitted, and managed regulatory filings for 500+ projects/year including small cell, macro, 5G, modification, and temporary projects in Upstate NY market in order to meet company goals.
- Developed and implemented processes to expedite approvals while ensuring compliance.
- Collaborated with construction managers, engineers, site acquisition, and project managers to determine the most favorable design for projects and drive projects to completion.
- Created maps using ArcGIS to show existing and proposed cell sites in a town to be used at planning board meetings.

NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION

GIS INTERN
JUNE 2017-SEPTEMBER 2017

- Analyzed proposed infrastructure projects for environmental impacts using GIS; created maps in ArcGIS showing environmental impacts; write letters to discuss findings.

SKILLS AND CERTIFICATIONS

- ESRI's ArcGIS; project management; attention to detail; analyzing, organizing, and creating presentations on complex topics.
- Shipley Group Course: Overview of NHPA Section 106 (December 2021); Applying the NEPA Process Native American Tribal Concern and participation workshop (September 2020).

AWARDS AND RECOGNITIONS

- Verizon Spotlight Awards: Quality/Process Improvement (September 2020); Tribal Presentation (October 2020); Teamwork- trained a new team member (December 2021); Teamwork- assisted NY Metro market with regulatory (March 2022); Living the Credo- helped deploy COW for PGA Championship (May 2023); Teamwork- helped to deploy important Temp solution (August 2023).

EDUCATION

STATE UNIVERSITY OF NEW YORK COLLEGE AT GENESEO

Geography Major; minors in Urban Studies and Environmental Studies. Dean's List 2015-2016;
Member of Gamma Theta Upsilon (International Geographical Honor Society)

Resolution No. 2024 - _____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD APPOINTING NEW MEMBERS TO THE CLIMATE SMART TASK FORCE

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 16th day of July 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, in 2022, the Town of Irondequoit adopted the New York State Climate Smart Communities Pledge; and

WHEREAS, in 2023, the Town obtained Bronze-level certification under the Climate Smart Communities (CSC) Program; and

WHEREAS, the Town wishes to advance its commitment towards reducing greenhouse gas emissions and adapting to climate change by obtaining a Silver-level certification under the CSC Program; and

WHEREAS, the Town previously established a CSC Task Force by resolution No. 2022-294; and

WHEREAS, The CSC Task Force serves as a central body of leadership that promotes and supports climate change mitigation and adaptation strategies within the community and acts as an advisory group to the Town on any community issues related to climate change; and

WHEREAS, the initial members of the CSC Task Force met their goal of helping the Town obtained Bronze-level certification and, due to changing personnel within the Town and expressed interest from community members, the Town Board wishes to reconstitute the CSC Task Force as part of the Town's efforts to obtain Silver-level certification; and

WHEREAS, per Resolution No. 2022-294 the CSC Task Force will meet at least twice a year and maintain meeting minutes and attendance records for each meeting; and

WHEREAS, the CSC Task Force consists of community members, municipal representatives, and other relevant stakeholders; and

WHEREAS, the initial CSC Task Force Coordinator no longer works for the Town and there is a need for a new CSC Task Force Coordinator; and

WHEREAS, the CSC Task Force Coordinator is responsible for convening and managing the CSC Task Force as Chair, serving as a liaison between the CSC Task Force and the Supervisor and other Town officials, and interfacing with the New York State Department of Environmental Conservation and various Town Departments related to the CSC program, as needed.

THEREFORE, IT IS HEREBY RESOLVED that the following members are appointed to the Climate Smart Community Task Force and serve at the pleasure of the Town Board:

- Andraé Evans; Town of Irondequoit
- Samantha McManus; Town of Irondequoit
- Clare Henrie; Community Member
- Matthew Isles; Community Member
- Paul Kane; Community Member
- Kaitlin Stack Whitney; Community Member
- Nora Walter; Community Member

AND BE IT FURTHER RESOLVED that the Town of Irondequoit appoints Samantha McManus as the Climate Smart Community Task Force Coordinator.

This resolution shall take effect immediately upon its adoption.

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

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

Resolution No. 2024-

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD AUTHORIZING A SETTLEMENT AGREEMENT WITH RITE AID #4894/ KAMIN IRONDEQUOIT LLC

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16th of July, 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, a stipulation and consent order for the Article 7 proceedings brought by RITE AID #4894/ KAMIN IRONDEQUOIT LLC, has been submitted by Anthony Costanza, the Assessor for the Town of Irondequoit, and recommended by Richard Franco, special counsel for the Town of Irondequoit for tax certiorari matters.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Irondequoit formally approves, and to the extent necessary, ratifies, the stipulation and consent order with RITE AID #4894/ KAMIN IRONDEQUOIT LLC on the following terms:

1. The assessment for RITE AID #4894 for the 2023 through 2026 tax year shall be reduced from $2,800,000 to $2,700,000 for tax parcel 076.15-6-1.1 ("Stipulated Reduced Assessment"). Refunds are to be paid on taxes paid and collected in excess of the Stipulated Reduced Assessment.

2. The parties agree that RPTL § 727, shall apply to this settlement for the 2023 through 2026 Tax Years (the "Moratorium Period"). The assessment during the Moratorium Period shall be $2,700,000.

This resolution shall take effect immediately upon its adoption.

Seconded by the Town Board Member _____ and duly put to vote,

which resulted as follows:

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

Resolution No. 2024-

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD AUTHORIZING A SETTLEMENT AGREEMENT WITH WALGREEN EASTERN CO., INC. (700 RIDGE ROAD)

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 16th of July, 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, a stipulation and consent order for the Article 7 proceedings brought by Walgreen Eastern CO., INC. (700 Ridge Road) has been submitted by Anthony Costanza, the Assessor for the Town of Irondequoit, and recommended by Richard Franco, special counsel for the Town of Irondequoit for tax certiorari matters.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Irondequoit formally approves, and to the extent necessary, ratifies, the stipulation and consent order with Walgreen Eastern CO., INC. / Ridge Road FS, LLC. (700 Ridge Road) on the following terms:

1. The assessment for Walgreen (700 Ridge Road) for the 2024 through 2027 tax year shall be reduced from $6,950,000 to $4,700,000 for tax parcel 091.07-1-90.1 ("Stipulated Reduced Assessment"). Refunds are to be paid on taxes paid and collected in excess of the Stipulated Reduced Assessment.

2. The parties agree that RPTL § 727, shall apply to this settlement for the 2024 through 2027 Tax Years (the "Moratorium Period"). The assessment during the Moratorium Period shall be $4,700,000.

This resolution shall take effect immediately upon its adoption.

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

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

Resolution No. 2024-

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD AUTHORIZING A SETTLEMENT AGREEMENT WITH HD DEVELOPMENT OF MARYLAND C/O HOME DEPOT #1273

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 16th of July, 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, a stipulation and consent order for the Article 7 proceedings brought by HD Development of Maryland Inc c/o Home Depot #1273 has been submitted by Anthony Costanza, the Assessor for the Town of Irondequoit, and recommended by Richard Franco, special counsel for the Town of Irondequoit for tax certiorari matters.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Irondequoit formally approves, and to the extent necessary, ratifies, the stipulation and consent order with HD Development of Maryland Inc c/o Home Depot #1273 on the following terms:

1. The assessment for Home Depot #1273 for the 2023 through 2026 tax year shall be reduced from $7,100,000 to $6,887,000 for tax parcel 091.08-1-46.1 ("Stipulated Reduced Assessment"). Refunds are to be paid on taxes paid and collected in excess of the Stipulated Reduced Assessment.

2. The parties agree that RPTL § 727, shall apply to this settlement for the 2023 through 2026 Tax Years (the "Moratorium Period"). The assessment during the Moratorium Period shall be $6,887,000.

This resolution shall take effect immediately upon its adoption.

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

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

Parcel #	Business Name	2023 Assessed Value	Court Order	Refund to Town
091.08-1-46.1	Home Depot	$7,100,000	$6,887,000	$993
076.15-6-1.1	Kamin Rite Aid	$2,800,000	$2,700,000	$466
091.70-1-90.1	Walgreen	$6,950,000	$4,700,00	$10,485

Resolution No. 2024-_____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD REGARDING STATE ENVIRONMENTAL QUALITY REVIEW ACT COMPLIANCE IN THE MATTER OF REZONING APPLICATION FOR 41 LORRAINE DRIVE, TAX ID: 076.15-6-45 FROM R-1 RESIDENTIAL TO MUC – MIXED USE COMMERCIAL

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 16th day of July, 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, Michal Nolan of I-Square, (the "Applicant"), submitted an application to rezone 41 Lorraine Drive, Tax ID No. 076.15-6-45 (the "Property")(the "Application"); and

WHEREAS, the Property is currently zoned R-1 Residential and the Application seeks to zone the Property as Mixed Use Commercial; and

WHEREAS, the Applicant will apply for site plan approval from the Planning Board to make changes to the Property as indicated in the Application; and

WHEREAS, given the two distinct applications and their different timing, it is most practical to segment the State Environmental Quality Review Act ("SEQRA") review into two parts, one by the Town Board for the Application, and one by the Planning Board in connection with the site plan review; and

WHEREAS, rezoning the Property is an Unlisted Action under SEQRA; and

WHEREAS, the Town Board has received and reviewed the short Environmental Assessment Form ("EAF") with respect to the rezoning and has considered the potential environmental impacts of rezoning the Property pursuant to the requirements of SEQRA and found that the proposed action will not result in any significant adverse environmental impacts.

NOW THEREFORE BE IT RESOLVED, that the Town Board adopts a Negative Declaration

for the Application in the form attached hereto at **Attachment A** and made a part hereof and determines that no Environmental Impact Statement is required.

AND BE IT FURTHER RESOLVED, that the Town Supervisor shall file the Negative Declaration along with this Resolution with the Town Clerk and forward these documents to any person who requests a copy, maintain the EAF and Negative Declaration in a file regularly accessible to the public.

AND BE IT FURTHER RESOLVED, that the requirements of 6 NYCRR 617 have been met.

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	_____

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:
Re-Zone 41 Lorraine Drive from R1 to MUC

Project Location (describe, and attach a location map):
41 Lorraine Drive

Brief Description of Proposed Action:
To change Zoning Code from R1 to MUC (Mixed Use Commercial)

Name of Applicant or Sponsor:	Telephone: 585-943-1941
I-Square, LLC	E-Mail: mnolan@i-square.us

Address:
85 Excel Drive

City/PO:	State:	Zip Code:
Rochester	NY	14621

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:	☑	☐

3. a. Total acreage of the site of the proposed action? .42 acres
   b. Total acreage to be physically disturbed? 0 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 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

	NO	YES	N/A
5. Is the proposed action,			
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?	☐	☑	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	☑	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐	
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? 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? If No, describe method for providing potable water: _____	☐	☑	
11. Will the proposed action connect to existing wastewater utilities? 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?	☑	☐	
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?	☐	☑	
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: _____	☑	☐	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☑	☐
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe:		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	☑	☐
If Yes, explain the purpose and size of the impoundment:		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	☑	☐
If Yes, describe:		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	☑	☐
If Yes, describe:		

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: I-Square, LLC Date: 04-24-24

Signature: Title: Sole Member

PRINT FORM

Agency Use Only [If applicable]

Project: 41 Lorraine Drive

Date: July 8, 2024

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

PRINT FORM

Agency Use Only [If applicable]

Project: 41 Lorraine Drive

Date: July 8, 2024

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

per attached resolution.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Town of Irondequoit Town Board	July 8, 2024
Name of Lead Agency	Date
Andrae' Evans	Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Town of Irondequoit Town Board Dated: July 8, 2024

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Town of Irondequoit Town Board has reviewed the application to rezone 41 Lorraine Drive, known at Tax ID No: 076.15-6-45, submitted by Michael Nolan of I-Square. The Town Board, in an uncoordinated review, has determined that the proposed action will not have a significant adverse environmental impact and that a draft environmental impact statement will not be prepared.

Name of Action: Application to Rezone 41 Lorraine Drive known as Tax ID No: 076.15-6-45.

Location of Action: 41 Lorraine Drive, Tax Id No: 076.15-6-45 (the "Property")

SEQRA Status: Unlisted

Lead Agency: Not applicable, uncoordinated review

Description of Action: The Property is currently zoning R-1 Residential. The Applicant would like to rezone the parcel currently zoned R-1 Residential to MUC – Mixed Use Commercial which will allow for the Applicant for the proposed resub-division to include the newly proposed rezoned parcel with 51 Lorraine Drive and 61 Lorraine Drive, which are already zoned MUC – Mixed Use Commercial for the future development of 8 additional senior housing duplexes on these parcels.

Reasons Supporting this Determination: No large significant adverse environmental impacts associated with the Action were identified in the Short Environmental Assessment Form and the Town Board has considered the criteria for determining significance identified in 6 NYCRR §617.7.

The requirements of SEQRA and 6 NYCRR Part 617 have been met.

For Further information Please Contact:
Michelle Nichols
Planning and Zoning Coordinator
1280 Titus Avenue, Rochester, NY 14617
(585) 336-6017

Resolution No. 2024- _____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING AN APPLICATION 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

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 16th day of July 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, Michael Nolan of I-Square, has submitted an application for the rezoning of 41 Lorraine Drive, Tax ID: 076.15-6-45 in the R-1 Residential District to MUC – Mixed Use Commercial District (the "Application"). The Application is attached hereto as **Attachment A**; and

WHEREAS, the location and boundaries of the subject parcel is described on the Instrument Survey Map dated October 22, 2019 and legal description on Warranty Deed made on November 7, 2019 which is incorporated in Attachment A; and

WHEREAS, the Application has been referred to the Town Planning Board and the Monroe County Planning and Development Department for review and comment pursuant to the requirements of the Town of Irondequoit Code, New York Town Law and New York Municipal Law; and

WHEREAS, the Application was reviewed and discussed at the Town Planning Board Special meeting held on June 10, 2024 and on June 11, 2024 the Town Planning Board issued comments and a report on the Application to the Town Board recommending a Positive Referral for the Application with the following findings: 1. The rezoning application is consistent with other properties on Lorraine Drive. The Positive Referral is attached hereto as **Attachment B**; and

WHEREAS, the Application was referred to the Monroe County Planning and Development Department on June 7, 2024 and comments on the Rezoning Application under referral #IR24014 where received on July 8, 2024 and is attached hereto as **Attachment C**; and

WHEREAS, a public hearing was held by the Town board, pursuant to Section 235-99 of the Town of Irondequoit Code and Section 20 of the New York State Municipal Home Rule Law on June 18, 2024 @ 7:36 p.m. during which the facts in support of the requested rezoning were presented and where public input was received and thereafter the public hearing was closed; and

WHEREAS, pursuant to the New York State Environmental Quality Review Act and its implementing regulation, the rezoning is classified as an Unlisted action, the Town Board conducted an uncoordinated review, and, by separate Town Board resolution of even date herewith, has issued a negative declaration; and

WHEREAS; the Town Board has determined that the rezoning is consistent with and in furtherance of the goals and intent of the Town of Irondequoit Comprehensive Master Plan Update adopted by the Town Board in October 2014.

NOW THEREFORE BE IT RESOLVED, that the requested rezoning is hereby approved.

AND BE IT FURTHER RESOLVED, that the Town Board herby adopts said Local Law ____ of 2024, amending the Official Zoning Map of the Town of Irondequoit to rezone a portion of Tax ID: 076.15-6-45, and a copy of which is attached hereto as Attachment A and made a part hereof, and the Town Clerk is hereby directed to enter said Local Law in the minutes of this meeting and in the Local Law Book of the Town of Irondequoit, and to give due notice of the adoptions of said Local Law to the New York Secretary of State.

This resolution shall take effect immediately upon its adoption.

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

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

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IRONDEQUOIT New York

TO: The Honorable Town Board

FROM: Michelle Nichols, Planning & Zoning

DATE: June 11, 2024

SUBJECT: **41 Lorraine Drive – Rezoning Application**

At a Special Planning Board meeting on Monday, June 10, 2024, the Planning Board reviewed the Application request by Michael Nolan for Rezoning Approval, to rezone 41 Lorraine Drive, from R-1 Residential to MUC Mixed Use Commercial District.

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 Rezoning is consistent with other properties on the street.***

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IRONDEQUOIT New York

PROJECT ADDRESS 41 Lorraine Drive

TOTAL AREA OF PROJECT SITE .41 Acres

TAX ID NO. 076.15-6-45 ZONING DISTRICT Currently R1

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 Zoning Change from R1 to MUC (mixed-use Commercial)

APPLICANT OR AGENT (PRINTED): I-Square, LLC

APPLICANT OR AGENT (SIGNATURE(S)): , Sole Member DATE 4-24-24

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

FEE $ 1,900.00 DATE APPLICATION RECEIVED: 5-1-2024

Application Meeting/Public Hearing Dates

Application Accepted and Required Referral(s) Issued: 5-21-2024 - Calling of the P.H.

Public Hearing Date (Please note: more than one hearing date may be required): 6-18-2024 - HOLD P.H -

Planning Board Referral (if required): 6-10-2024 - PB WORKSHOP MTG.

Other Required Dates (if required)

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SUBMISSION REQUIREMENTS FOR APPLICATIONS.

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

Applications to include:

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

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

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

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

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

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

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

I-SQUARE, LLC

Making the dream of a better Irondequoit a reality

LETTER OF INTENT

April 24, 2024

Dear Irondequoit Town Board,

We are requesting the re-zoning of 41 Lorraine Drive to Mixed Use Commercial (MUC).

The property is located at 41 Lorraine Drive and is tax parcel ID # 076.15-6-45.

This is consistent with all of the other properties located on the west side of Lorraine Drive.

Thank You,

Michael Nolan
Owner

WWW.I-SQUARE.US MNOLAN@I-SQUARE.US (585) 943-1941

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: Re-Zone 41 Lorraine Drive from R1 to MUC		
Project Location (describe, and attach a location map): 41 Lorraine Drive		
Brief Description of Proposed Action: To change Zoning Code from R1 to MUC (Mixed Use Commercial)		
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

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:	☑	☐

3. a. Total acreage of the site of the proposed action? .42 acres
   b. Total acreage to be physically disturbed? 0 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 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

	NO	YES	N/A
5. Is the proposed action,			
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: _____			
_____			
_____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☑ Suburban

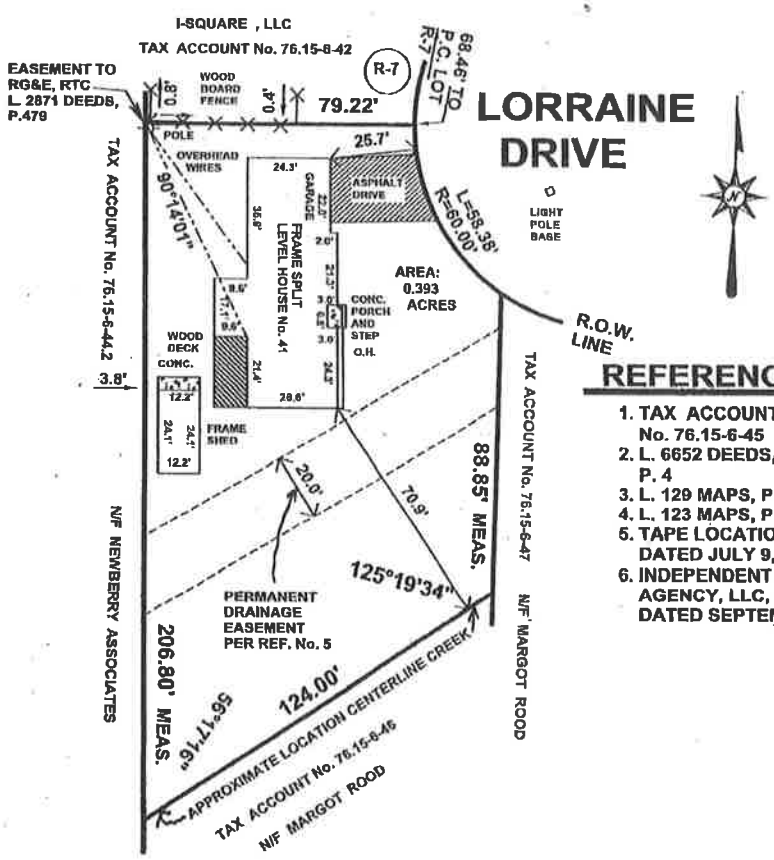
	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☑	☐
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe:		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	☑	☐
If Yes, explain the purpose and size of the impoundment:		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	☑	☐
If Yes, describe:		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	☑	☐
If Yes, describe:		

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: I-Square, LLC Date: 04-24-24

Signature: Title: Sole Member

PRINT FORM



REFERENCES

1. TAX ACCOUNT No. 76.15-6-45
2. L. 6652 DEEDS, P. 4
3. L. 129 MAPS, P.28
4. L. 123 MAPS, P.51
5. TAPE LOCATION MAP DATED JULY 9, 1973
6. INDEPENDENT TITLE AGENCY, LLC, No. SAN-19-25679 DATED SEPTEMBER 25,2019

"GUARANTEES OR CERTIFICATIONS INDICATED HEREON SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED, AND ON HIS BEHALF TO THE TITLE COMPANY, GOVERNMENTAL AGENCY AND LENDING INSTITUTION LISTED HEREON, AND TO THE ASSIGNEES OF THE LENDING INSTITUTION. GUARANTEES OR CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS."

COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S INKED SEAL OR EMBOSSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY.

"UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY MAP IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW."

I HEREBY CERTIFY TO THE PARTIES LISTED HEREON THAT THIS MAP WAS COMPLETED ON OCTOBER 22, 2019 FROM NOTES OF AN INSTRUMENT SURVEY COMPLETED ON OCTOBER 18, 2019 USING THE REFERENCE MATERIALS LISTED.

Bruce E. Fries

BRUCE E. FRIES N.Y.S.P.L.S. NO. 050263
4150 RIDGE CHAPEL ROAD, MARION, NEW YORK 14505

CERTIFIED TO:
1. I-SQUARE, LLC
2. CREARY LAW GROUP, P.C.
3. FIRST AMERICAN TITLE INSURANCE COMPANY

INSTRUMENT SURVEY MAP

41 LORRAINE DRIVE
PART TOWN LOT 30, TOWNSHIP 14, RANGE 7
TOWN OF IRONDEQUOIT

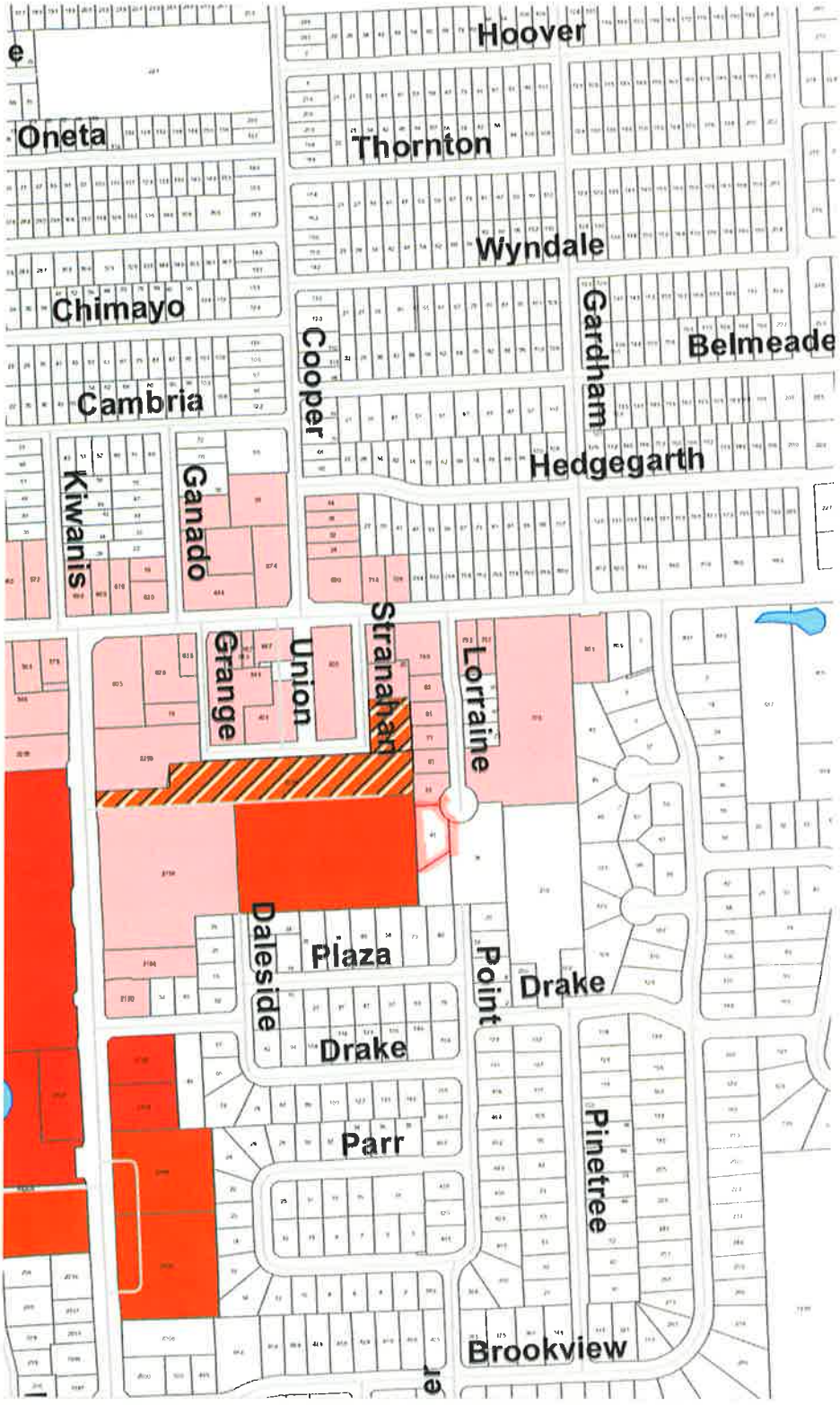
MONROE COUNTY **NEW YORK**

SCALE: 1"=40' OCTOBER 22, 2019

BRUCE E. FRIES
PROFESSIONAL LAND SURVEYOR
PHONE: 800-772-3734 4150 RIDGE CHAPEL ROAD • MARION, NEW YORK 14505 **FAX: 800-772-7419**


Irondequoit Public GIS Viewer
Town of Irondequoit, Monroe County, NY
Town of Irondequoit Website
41 Lorraine Dr, Rochester, NY, 14
Show search results for 41 Lorraine D...
Layer List
Layers
Zoning Districts
C-Business (C)
LaSalle's Landing Development District (LLDD)
M-Manufacturing (M)
Mixed Use Commercial (MUC)
R-1
R-2
R-3
R-4
R-5
R-6
R-7
Ridge Road Planned Development Disctrict (RRPDD)
River Harbor (R-H)
Rural Residential (R-R)
Split Classification
Waterfront Development (W-D)
<all other values>
Belmeade Road
Hedgegarth Drive
Titus Avenue
Irondequoit United Church of Christ
Stranahan Park
Bakers Park
Lorraine Drive
Brookview Drive
Grange Place
North P
Search result
41 Lorraine Dr, Rochester, NY, 14617, USA
Zoom to
App State
300ft
All rights reserved

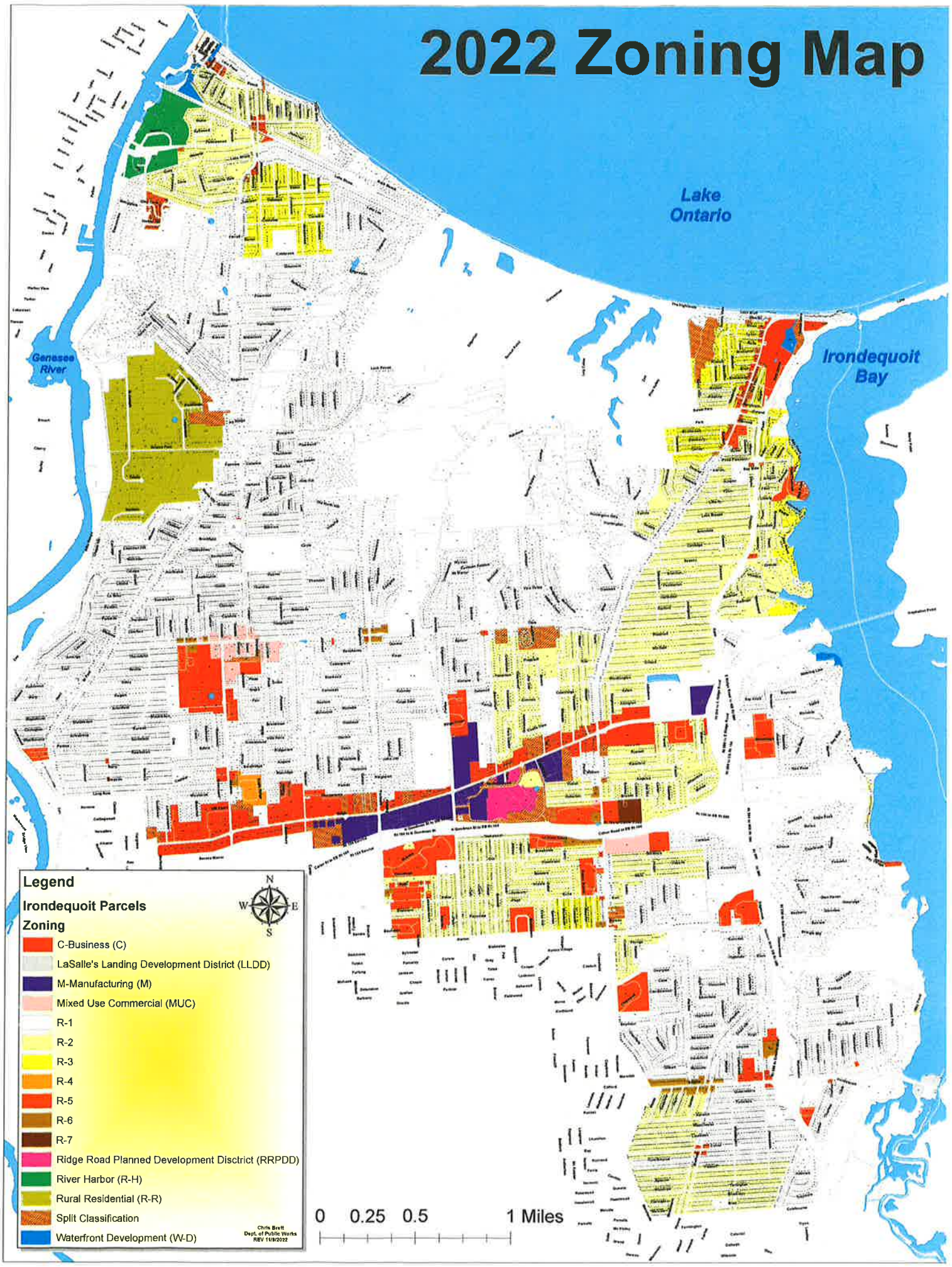
11:45



41 Lorraine St.

ecode360.com

2022 Zoning Map



MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 2283965

Book Page D 12278 0114

No. Pages: 3

Instrument: DEED

Control #: 201912030537
Ref #: TT0000008951

Date: 12/03/2019

Time: 11:28:06 AM

Return To:
I-SQUARE LLC
85 LORRAINE DRIVE
IRONDEQUOIT, NY 14617

VINCIGUERRA, ROBERT J
VINCIGUERRA, JANICE

I-SQUARE, LLC

Recording Fee	$26.00
Pages Fee	$10.00
State Fee Cultural Education	$14.25
State Fee Records Management	$4.75
Transfer Tax	$640.00
TP-584 Form Fee	$5.00
RP-5217 County Fee	$9.00
RP5217 State Equal Fee	$116.00
Total Fees Paid:	$825.00

Employee: RRR

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS ENDORSEMENT, REQUIRED BY SECTION 317-a(5) & SECTION 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

Consideration: $160,000.00

ADAM J BELLO

MONROE COUNTY CLERK



1

SAN-19-25679

WARRANTY DEED

FILED
11:28 AM
DEC 03 2019
MONROE COUNTY
CLERK'S OFFICE

THIS INDENTURE made this 7 day of November, 2019.

BETWEEN

Robert J. Vinciguerra and Janice Vinciguerra
residing at 41 Lorraine Drive, Rochester, NY 14617

party of the first part, and

I-Square, LLC
residing at 85 Excel Drive, Rochester, NY 14621

party of the second part,

WITNESSETH that the party of the first part, in consideration of **One and 00/100** Dollars ($1.00) lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the second part forever,

ALL THAT TRACT OR PARCEL OF LAND situate in Town Lot #30, Township 14, Range 7, Town of Irondequoit, County of Monroe and State of New York, being more particularly bounded and described as follows: Beginning at a point in the west line of Charles Arcarese property described in a deed and recorded in the Office of the Monroe County Clerk in Liber. 2854 of Deeds, page 27, said point being the southwest corner of Lot R7 of Drakewood Subdivision, the map of which is filed in the Office of the Monroe County Clerk in Liber 129 of Maps, page 28; thence (1) easterly along the south line of said Lot R7 of Drakewood Subdivision, 79.22 feet to a point in the westerly line of temporary turnaround of Lorraine Drive as shown on said map; thence (2) southerly and southeasterly along a circular arc of 60 feet radius said line being the southwesterly line of said temporary turnaround, 58.38 feet to a point, said point being the northwest corner of property conveyed by Charles Arcarese to D. Kolosa described in a deed and recorded in the Office of the Monroe County Clerk in Liber 3380 of Deeds, page 429; thence (3) southerly along the west line of D. Kolosa property as described in Liber 3380 of Deeds, page 429 about 97 feet to a point in the center line of said existing creek; thence (4) southwesterly along the center line of said existing creek about 124 feet to a point in the west line of Charles Arcarese property as described in Liber 2854 of Deeds, page 527; thence (5) northerly along the west line of said Charles Arcarese property about 210 feet to the point of beginning.

Subject to all covenants, easements and restrictions of record, if any, affecting said premises.

Being and hereby intending to convey the same premises conveyed to the party of the first part by Warranty Deed dated January 16, 1985 and recorded January 17, 1985 in the Monroe County Clerk's Office in Liber 6652 of Deeds at Page 4.

Tax Account Number: **076.15-6-45**

Property Address: **41 Lorraine Drive, Town of Irondequoit, NY 14617**

R/E → **Tax Mailing Address:** 85 Excel Drive Roch, NY 14621

This conveyance is made and accepted subject to all easements, covenants and restrictions of record affecting said premises.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants as follows:

FIRST, that the party of the second part shall quietly enjoy the said premises;

SECOND, that the party of the first part will forever Warrant the title to said premises.

THIRD, the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

Robert J. Vinciguerra

Janice Vinciguerra

STATE OF NEW YORK}
COUNTY OF MONROE} ss:

On this 7 day of November, 2019, before me, the undersigned, a Notary Public in and for said State personally appeared **Robert J. Vinciguerra and Janice Vinciguerra** personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SUZANNE M. CHERRY
Notary Public, State of New York
Monroe County Reg. # 01CH4880644
My Commission Expires 12/15/2022

LaBella
Powered by partnership.

May 9, 2024

RECEIVED
By mnichols at 8:13 am, May 10, 2024

Town of Irondequoit
Community Development Department
1280 Titus Avenue
Rochester, NY 14616

RE: Town Board Application for Zoning Map Amendment
41 Lorraine Drive
LaBella Project No. 214150.040

To Community Development Staff:

As requested, LaBella Associates has reviewed the application submitted to the Town of Irondequoit on or about May 1, 2024, requesting a zoning map amendment at 41 Lorraine Drive (tax map no. 076.15-6-45), submitted by I-Square, LLC. Our understanding is the applicant is seeking a zoning reclassification from R-1 to Mixed Use Commercial for the subject property. We would like to stress that our review did not include a substantive review of the submitted material, and that only a review of application completeness has been provided.

Comments

1. **Submission Requirement, Site Plan.** LaBella notes that the applicant will need to provide, at a minimum, a conceptual site plan prepared by a licensed design professional to accompany the application for rezoning. Submission requirement number 7 of the application form requires that a site plan be submitted that includes a cover sheet, general notes, legends, as well as existing and proposed conditions. While a fully engineered plan set might not be required at this time, a conceptual site plan prepared by a licensed design professional may satisfy this submission requirement.

2. **Consistency with Comprehensive Plan.** We note that the application provided to LaBella for review lacks documentation of how the proposal is consistent with the Town's Comprehensive Plan other than the applicant noting as such with a check mark on Question 5b in Part 1 of the Short Environmental Assessment Form.

   The applicant must submit information to demonstrate how the proposal is consistent with the Comprehensive Plan or comprehensive planning for careful study and consideration.

3. **Site Capacity.** The applicant has not provided documentation that demonstrates the site has capacity to accommodate the permitted uses for the zoning district classification they are seeking for the property (MUC). Moreover, the dimensional requirements for the MUC zoning district are different from the R-1 zoning district, and the applicant should provide

clarification of how future development can be accommodated given these considerations.

We note that per GIS mapping, approximately one-half of the property is characterized by slopes of 20-60%.

4. **SEQRA, Whole Action.** We suggest the applicant clarify whether the submitted application is related to a project that would require future review by the Town including but not limited to application for subdivision, lot consolidation, site plan review or special use permit. As noted in the SEQRA Handbook, proposals or parts of proposals that are related to each other closely enough to be, in effect, a single course of action should be evaluated as one whole action. However, there are instances where a segmented review may be permissible.

Conclusion

The application for rezoning does not appear to be complete, as minimal substantive information was provided for evaluation. At a minimum, the applicant would need to address comments 1, 2 and 3 above. It would be advantageous for the applicant to also address comment 4.

Thank you for the opportunity to review the submission material on your behalf. LaBella would be happy to review any subsequent submissions to confirm a complete application.

Respectfully submitted,
LABELLA ASSOCIATES, D.P.C.

Wesley A. Pettee, AICP
Senior Planner

cc (via e-mail): Bill Lang, Community Development Director, Town of Irondequoit
Michelle Nichols, Planning Board Secretary, Town of Irondequoit
Mary Werner, Code Enforcement Officer, Town of Irondequoit
Megan Dorritie, Harter Secrest & Emery, LLP
Tracie M. Hiatt, Harter Secrest & Emery, LLP
Kate Powers, LaBella Asociates

I-SQUARE, LLC

Making the dream of a better Irondequoit a reality

RECEIVED
MAY 17 2024
TOWN OF IRONDEQUOIT
COMMUNITY DEVELOPMENT

May 16, 2024

Dear Irondequoit Town Board,

In response to the LaBella comments on letter dated May 9, 2024 we offer the following:

1) We have included a conceptual site plan drawing prepared by TYLIN International.

2) We have included a list of excerpts from the Town of Irondequoit Comprehensive Master Plan that describe how the Brookside Cottages are consistent.

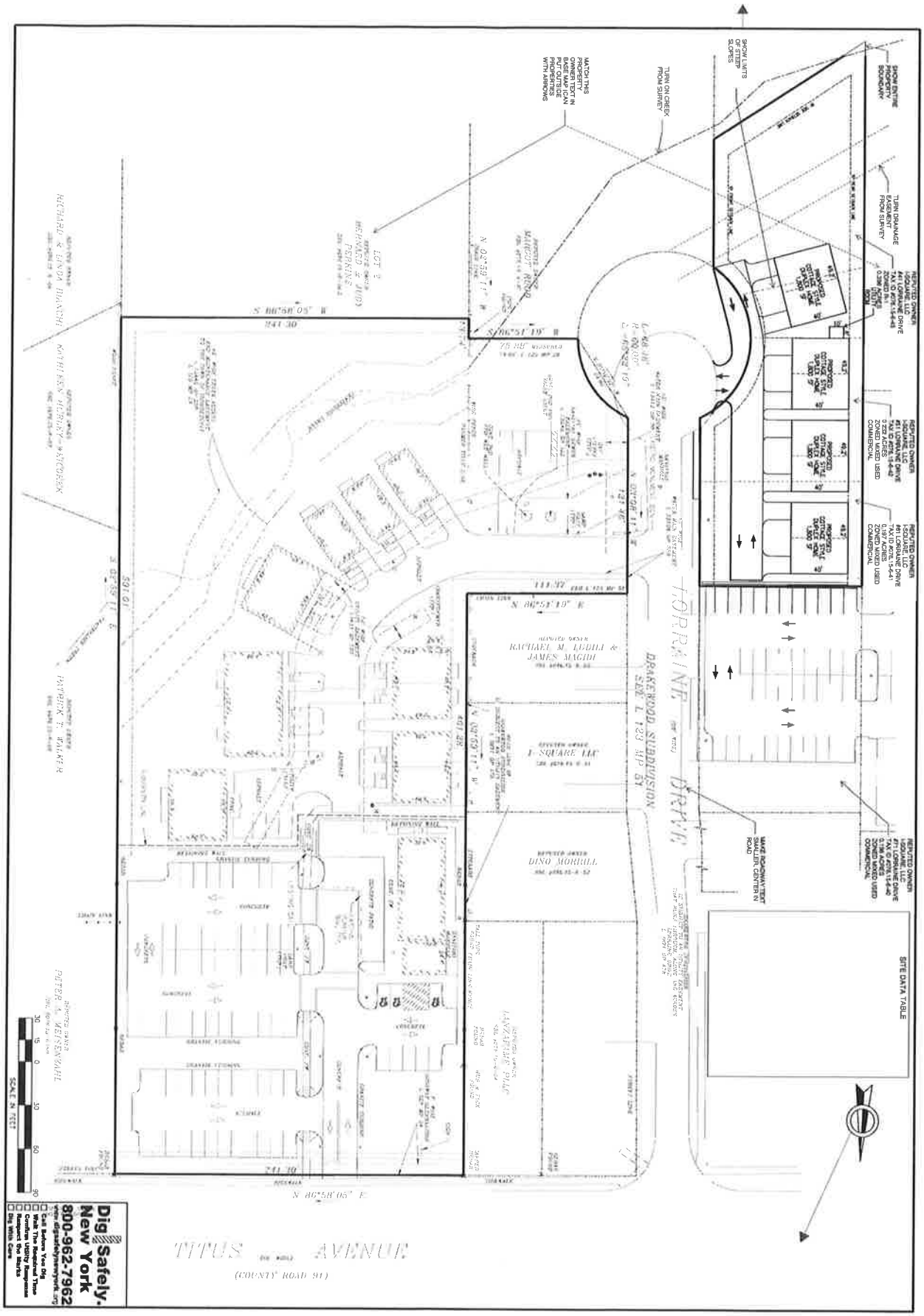
3) Once the zoning is changed to MUC we will apply to The Planning Board to consolidate the lots know as 41, 51 and 61 Lorraine Drive. Once combined the site will have ample capacity for the proposed development to meet code and not affect the steep slope portion of the site.

4) We have updated the short form Environmental Assessment to consider the entire project.

Please let me know if you have any further questions or concerns.

Thank You,

Michael Nolan
Owner



SHEET NO. 1 of 1	CP-1	DRAWN BY: XDM	CHECKED BY: NEB	SCALE: 1"=30'	DATE: 05/13/24

I-SQUARE SENIOR HOUSING EXPANSION
115 TITUS AVENUE, TOWN OF PENFIELD, NY

I-SQUARE, LLC
400 BAUSCH PARK, ROCHESTER, NY, 14617

CONCEPTUAL SITE PLAN

TYLin
255 East Avenue
Rochester | New York | 14604
585-512-2000 | 585-697-3449 f

1	5/14/2024	MISCELLANEOUS SITE PLAN REVISIONS

MONROE COUNTY DEPARTMENT OF HEALTH
REALTY SUBDIVISION APPROVAL NOT REQUIRED
FOR THE FILING OF THIS MAP WITH THE
MONROE COUNTY CLERK.

DATE:

NOTE: OTHER DEPARTMENT OF HEALTH APPROVALS MAY BE NEEDED-FOR ADDITIONAL INFORMATION CALL (585) 753-5470 OR (585) 753-5459

I, THE UNDERSIGNED TREASURER OF MONROE COUNTY, PURSUANT TO SEC. 334 OF THE REAL PROPERTY LAW, CERTIFY THAT ALL MONROE COUNTY TAXES AND SCHOOL TAXES AGAINST THE LAND DESCRIBED HEREIN HAVE BEEN PAID THROUGH _____

ROBERT FRANKLIN
MONROE COUNTY TREASURER

BY _____ DATED: _____

THIS PLAT IS APPROVED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 239-F, ARTICLE 12-B OF THE GENERAL MUNICIPAL LAW AND/OR THE MONROE COUNTY MONUMENTATION LAW. A SEPARATE APPROVAL IS REQUIRED FOR SITE CONSTRUCTION.

FOR THE GENERAL MUNICIPAL LAW:

COUNTY HIGHWAY SUPERINTENDENT DATE

FOR THE MONROE COUNTY MONUMENTATION LAW:

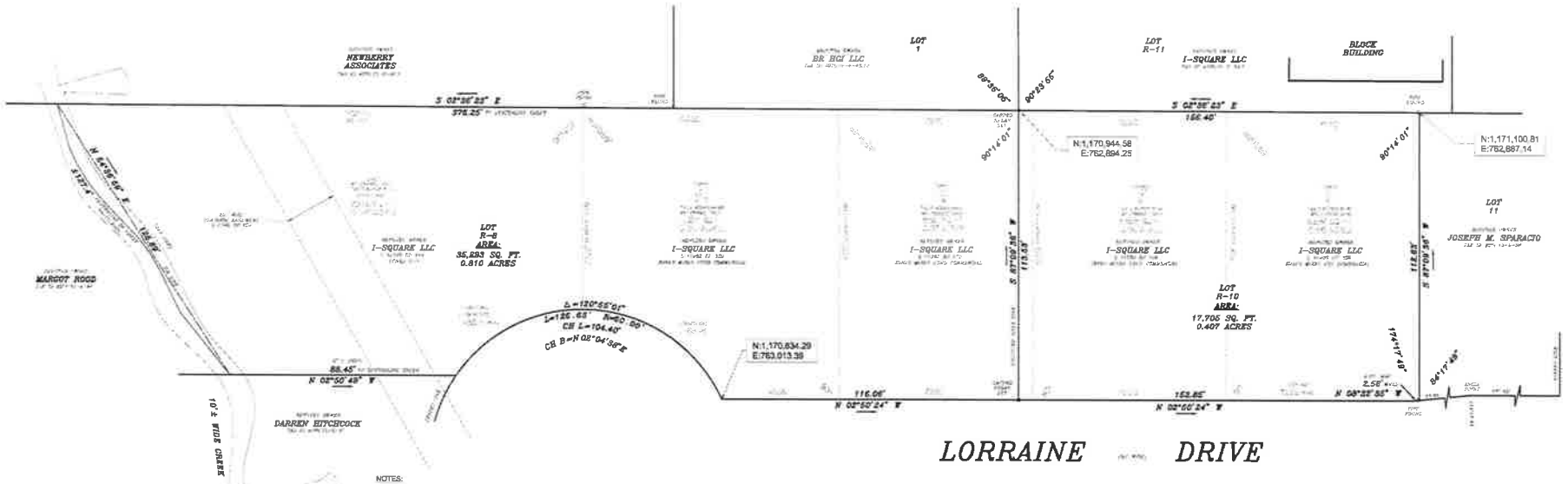
MONROE COUNTY SURVEYORS OFFICE DATE

GRID NAD27

1 INCH = 80 FEET



TOWN OF IRONDEQUOIT



NOTES:

THE INTENT OF THE TIE-LINE IS FOR MATHEMATICAL CLOSURE ONLY. IT DOES NOT REPRESENT THE PARCEL BOUNDARY LINE OR EXCLUDE POSSIBLE WATER RIGHTS.

SURVEY IS SUBJECT TO COVENANTS, EASEMENTS, RESTRICTIONS, CHARGES AND LIENS THAT AN UPDATED ABSTRACT OF TITLE MAY CONTAIN.

PARCEL IS SUBJECT TO AN EASEMENT GRANTED TO ROCH. GAS & ELEC. CORP. AND ROCH. TELEPHONE CORP. FOR FIXTURES AS SET FORTH IN LIBER 2871 OF DEEDS, PAGE 478.

PARCEL IS SUBJECT TO AN EASEMENT GRANTED TO ROCH. GAS & ELEC. CORP AND ROCH. TELEPHONE CORP. FOR FIXTURES AS SET FORTH IN LIBER 2871 OF DEEDS, PAGE 479.

THE PROJECT BOUNDARY SURVEY AND TIES TO MONROE COUNTY GEODETIC MONUMENTS WERE MADE USING PROCEDURES NECESSARY TO ACHIEVE A HORIZONTAL ACCURACY OF 1 PART IN 20,000 OR BETTER PROPORTIONAL ACCURACY.

THIS PROJECT IS LESS THAN 2,500 FEET FROM THE NEAREST GEODETIC SURVEY MONUMENT AND THIS PROJECT IS TIED INTO THE MONROE COUNTY GEODETIC MONUMENTATION NETWORK.

THIS PARCEL WAS SURVEYED THROUGH LOCAL CONTROL FOUND WITHIN THE VERCRUYSSE TITUS SUBDIVISION AS FILED IN LIBER 339 OF MAPS, PAGE 24. THE ORIGINAL SUBDIVISION WAS TIED INTO THE COUNTY MONUMENTATION NETWORK REFERENCED TO THE NEW YORK STATE PLANE COORDINATE SYSTEM OF 1927, WEST ZONE, TRANSVERSE MERCATOR PROJECTION, NAD 27 THROUGH THE FOLLOWING MONUMENTS LISTED:

MONUMENT STATION 1318 (MCGS) 1972 N 1,171,559.809 E 765,916.116 (DESTROYED)
MONUMENT STATION 1317 (MCGS) 1972 N 1,171,344.782 E 762,557.286 (DESTROYED)

MAP DISTANCES SHOWN ARE GROUND DIMENSIONS.

THE COMBINED FACTOR 0.9999977

ZONED MIXED USE COMMERCIAL & R-1

REFERENCES:

FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 3050-421809 DATED DECEMBER 8, 2018 (COVERS #61, #61, #71 & #81 LORRAINE DRIVE)
FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 3050-434464 DATED NOVEMBER 1, 2018 (COVERS #41 LORRAINE DRIVE)
LIBER 12278 OF DEEDS, PAGE 114
LIBER 11982 OF DEEDS, PAGE 330
LIBER 11839 OF DEEDS, PAGE 209
LIBER 11588 OF DEEDS, PAGE 134
LIBER 11392 OF DEEDS, PAGE 172
LIBER 357 OF MAPS, PAGE 79
LIBER 351 OF MAPS, PAGE 88
LIBER 343 OF MAPS, PAGE 70
LIBER 339 OF MAPS, PAGE 24
LIBER 129 OF MAPS, PAGE 28

WE, O'NEILL-RODAK LAND SURVEYING ASSOCIATES, P.C., CERTIFY TO:
1. I-SQUARE LLC

THAT THIS MAP WAS PREPARED FROM NOTES OF AN INSTRUMENT SURVEY COMPLETED APRIL 10, 2024.

Thomas A. Rodak
THOMAS A. RODAK, P.L.S. #050246

OWNERS INFORMATION:

I-SQUARE LLC
MAILING ADDRESS:
55 EXCEL DRIVE
ROCHESTER, NY 14621

TOWN APPROVAL:

PLANNING BOARD CHAIRMAN DATE

NO.	REVISION	DATE	BY
8			
7			
6			
5			
4			
3			
2			
1			

STATE OF NEW YORK
THOMAS ALAN RODAK
050246
LICENSED LAND SURVEYOR

SCALE: 1" = 20'
DATE: 04/18/2024
REDATED
PROJECT NO. 2018-0315-RESUB
SHEET 1 OF 1

O'NEILL-RODAK
LAND SURVEYING ASSOCIATES, P.C.

LAND SURVEYORS - PLANNERS
BOUNDARY CONSULTANTS
ALTA/NSPS SURVEYS

75 TOWN CENTRE DRIVE, SUITE 110
ROCHESTER, NY
14623

PHONE (585) 325-7520
e-mail: surveyors@oneillrodak.com

LORRAINE DRIVE RESUBDIVISION

BEING A RESUBDIVISION OF LOTS R-7, 8, 9 & 10 OF THE DRAKEWOOD SUBDIVISION AND OTHER LANDS SITUATE IN TOWN LOT 36, TOWNSHIP 14, RANGE 7 OF THE PHELPS & GORHAM PURCHASE
TOWN OF IRONDEQUOIT
MONROE COUNTY, NEW YORK

LOCATION: 41, 51, 61, 71, & 81 LORRAINE DRIVE.
PREPARED FOR: I-SQUARE LLC

I-SQUARE, LLC

Making the dream of a better Irondequoit a reality

LETTER OF INTENT

April 24, 2024

Dear Irondequoit Town Board,

We are requesting the re-zoning of 41 Lorraine Drive to Mixed Use Commercial (MUC).

The property is located at 41 Lorraine Drive and is tax parcel ID # 076.15-6-45.

This is consistent with all of the other properties located on the west side of Lorraine Drive.

Once Re-Zoned we will look to combine this property with 51 Lorraine Drive (tax parcel id#) and 61 Lorraine Drive (tax parcel id#) to form one .97 acre property tax parcel. This step cannot be completed until all three properties are zoned the same MUC.

Once completed we will apply to The Planning Board for approval to construct 4 duplex units (8 Cottages) to expand the Brookside Cottages. The architecture and site design will be similar in design to the existing cottages.

I have also included a preliminary conceptual site plan for your review.

Thank You,

Michael Nolan
Owner

WWW.I-SQUARE.US MNOLAN@I-SQUARE.US (585) 943-1941

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:
Brookside Cottages Phase two

Project Location (describe, and attach a location map):
41, 51, 61 Lorraine Drive

Brief Description of Proposed Action:
Re-Zone lot 41 Lorraine Drive to Mixed Use Commercial (MUC)
Combine lots 41, 51, and 61 Lorraine Drive into one parcel
Construct four 1980 square foot duplex Cottages (8 apartments)

Name of Applicant or Sponsor:	Telephone: 585-943-1941
I-Square, LLC	E-Mail: mnolan@I-Square.us

Address:
85 Excel Drive

City/PO:	State:	Zip Code:
Rochester	NY	14621

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Irondequoit Planning Board / Site Plan Approval	☐	☑

3. a. Total acreage of the site of the proposed action? .97 acres
   b. Total acreage to be physically disturbed? .76 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

	NO	YES	N/A
5. Is the proposed action,			
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?	☐	☑	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	☑	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐	
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? 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? If No, describe method for providing potable water: _____ _____	☐	☑	
11. Will the proposed action connect to existing wastewater utilities? 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?	☑	☐	
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?	☐	☑	
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: _____ _____ _____	☑	☐	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☑ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO ☑	YES ☐
16. Is the project site located in the 100-year flood plan?	NO ☑	YES ☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO ☑	YES ☐
If Yes, a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe:		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO ☑	YES ☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO ☑	YES ☐
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO ☑	YES ☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: I-Square, LLC Date: 05/10/24

Signature: _____ Title: Sole Member

PRINT FORM

Consistency with Master Plan

The following is a list of excerpts copied from the Town of Irondequoit Comprehensive Master Plan Update September 2014.

2-17

One professional offered that 30% of Irondequoit's residential real estate market is comprised of retirees, many of whom wish to downsize and remain in town, but are unable to find desired or suitable residential options.

3-6

Marketability by Product Type: The review of supply and demand factors shows that the development of a single-family, condominium, or apartment development would yield higher than average absorption rates if good, marketable sites were available. Demand is also high and supply is low for all types of senior housing.

Senior Housing: Vacancy rates are relatively low for assisted living, nursing care, independent living, and congregate care. The size and age of the existing housing stock is believed to be a barrier for "aging in place" and influencing outward migration of seniors to more desirable housing opportunities in nearby communities. It is important to understand that assisted living and nursing care facilities are need-driven housing. Independent living, congregate care, and empty- nester housing, on the other hand, are lifestyle choices.

3-7

Enhance housing opportunities for seniors. Irondequoit has an aging population base. Currently, seniors have limited retirement housing options in town. As a result, many choose to remain in their home, while others choose to move to modern alternative housing outside of Irondequoit.

- Explore zoning incentives to encourage rehabilitation and new construction of housing attractive to seniors. Zoning incentives that encourage the construction of new housing to meet the needs of seniors will be studied. Incentives may include density bonuses, infrastructure assistance, tax abatement, etc. High quality design and materials should be required to ensure new housing will add value to the areas where it is located and will retain its value over time.

- Promote suitable amenities to create a quality living environment in senior housing. Seniors moving to market-rate housing expect a high level of personal service. Additionally, there are a number of amenities found in modern senior housing communities to create a marketable product. Modern alternative housing in the Irondequoit area will be studied to establish suitable amenity levels that would qualify for incentives.

- Identify suitable locations for new construction for senior housing and promote them to potential developers. Locate senior housing in areas convenient to retail, medical, personal services, educational, and cultural facilities. In the process of identifying optimal sites, the focus will be on redevelopment areas with as many of the above attributes as possible.

3-8

- Create outreach materials showing the high percentage of seniors in Irondequoit, community loyalty, and the excellent base of nearby community and supportive services available to seniors. Appropriate sites, based on community feedback, could be identified and presented with outreach materials.

- Explore funding opportunities and state/federal programs to support Irondequoit's existing Naturally Occurring Retirement Community (NORC) and consider ways to expand this network in the future.

- Consider a financial assistance program to assist economically disadvantaged seniors with exterior maintenance and building code issues for their single family homes, based on census tract data and local conditions analysis. As retirement households continue to age, they often have less disposable income. This may be a significant issue for Irondequoit because of the already high ratio of older adults in the Town. A financial assistance program, perhaps using targeted Community Development Block Grant funds, could help offset this issue. Before undertaking such a program, other communities with similar programs will be profiled to gain an understanding of guidelines, costs, and the successes/failures of providing such incentives.

Ensure a range of housing options for new residents.

The influx of young households is important to the continued economic vitality of a community. Strategies and programs will be created to attract young households to Irondequoit.

- Enhance the quality of rental options for new residents. Irondequoit has a limited base of newer, high-quality rental options. Given that many young adults and empty nesters are renters, this limits the Town's ability to attract these groups. Maintaining and enhancing the quality of the existing rental base will be encouraged. This will include continuing to work with property owners through code enforcement, as well as design standards.

3-13

- Town leaders should work with area developers and real estate agencies to identify potential development and redevelopment sites available in the Town as well as those that may be available in the future.

- Create new housing or rehabilitate existing housing in a way that promotes Irondequoit's commitment to sustainability. Encourage green building practices and materials in new residential development and eco- friendly residential rehabilitation through zoning, site plan or tax incentives.

3-20

Titus-Cooper-Hudson

- The Town adopted detailed guidelines for the Titus Cooper commercial district (Irondequoit's Titus/Cooper/Hudson Town Center Design Guidelines). The existing guidelines address the area's unique conditions and were intended to: promote higher density residential and mixed use development; improve pedestrian connectivity, streetscape appearance, and public spaces; encourage human scaled development and zero setback site designs; enhance the appearance of new and existing buildings; and encourage the adaptive reuse of older buildings possessing architectural or historic importance. The guidelines were utilized in the design and development of I-Square.

4-3

Residential

Residential areas will continue to comprise the large majority of Irondequoit's land use. The predominance of single-family homes in Irondequoit's residential neighborhoods will remain unchanged in the future. However, the Town needs to expand residential options to accommodate evolving housing preferences and needs. Well designed in-law homes, multi-family and senior housing development options should be encouraged in areas that can adequately support higher intensity development. In general, higher density housing, such as town homes, apartments or multi-family dwellings should be located in areas where existing infrastructure can support that type of development and where such development will not adversely impact neighborhood character. A key consideration in determining suitable locations will be proximity to commercial centers and transit, which would allow multi-modal access and provide a transition between commercial and residential areas.

6-1

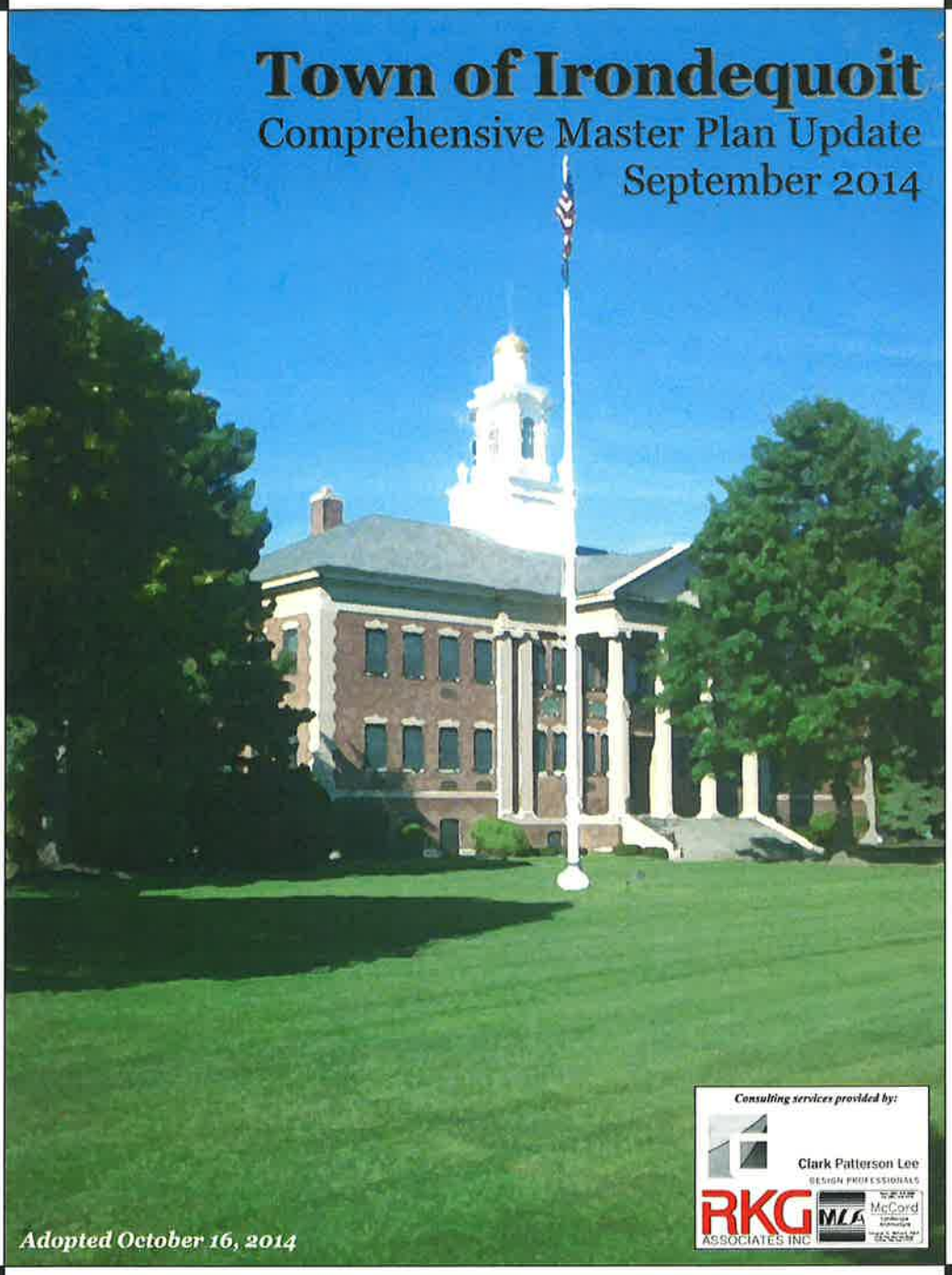
Development

Approvals Administrative and Board approvals of development proposals – including site plans, subdivision plans, and rezoning – should be a primary means of implementing the master plan. The zoning ordinance, subdivision regulations, and other parts of the Town code should be updated in response to the recommendations presented in the master plan.

Town of Irondequoit

Comprehensive Master Plan Update

September 2014



Consulting services provided by:

Clark Patterson Lee
DESIGN PROFESSIONALS

RKG ASSOCIATES INC

MLA

McCord

Adopted October 16, 2014

Housing

The Town of Irondequoit is primarily a residential community and is largely built-out. Over the last five years (2003 to 2007), there has been an annual average of 17 building permits for single-family residential development, representing 1% of the activity in Monroe County. The average value of the residential permits activity in Irondequoit is less than $110,000 and represents about 59% of the average value in Monroe County, indicating that housing is comparatively affordable in Irondequoit.

Local real estate professionals identify Irondequoit as a very affordable market. The town is a reasonably active residential market as retirees sell their homes to new families and first-time homebuyers. One professional offered that 30% of Irondequoit's residential real estate market is comprised of retirees, many of whom wish to downsize and remain in town, but are unable to find desired or suitable residential options.

Office Market

Based on the RKG market analysis, the Rochester metropolitan area contains approximately 15.9 million SF of office space with approximately 9.1 million SF of the total located in downtown Rochester. It is estimated a total of 721,500 SF of office space is located in the town of Irondequoit, which represents 4.5% of the metropolitan area total. Between 10% and 15% of Irondequoit's office space is vacant compared with 15.6% downtown office space in Monroe County. Much of Irondequoit's office space is located in smaller office buildings constructed during the 1960s and 1970s and former retail space converted to office use.

There is slightly more than 1.4 million SF of office space available in downtown Rochester and another 680,000 SF under development. Over the last 20 years, development of large-scale suburban office parks has weakened the demand for downtown office space. The development of new office space particularly in Henrietta, Brighton, Perinton, Pittsford, and Webster has also competed with smaller older office facilities such as those found within Irondequoit.

Local real estate professionals, as well as representatives of Rochester General Hospital, indicate a demand for modern medical office space in Irondequoit.

Marketability by Product Type: The review of supply and demand factors shows that the development of a single-family, condominium, or apartment development would yield higher than average absorption rates if good, marketable sites were available. Demand is also high and supply is low for all types of senior housing.

Senior Housing: Vacancy rates are relatively low for assisted living, nursing care, independent living, and congregate care. The size and age of the existing housing stock is believed to be a barrier for "aging in place" and influencing outward migration of seniors to more desirable housing opportunities in nearby communities. It is important to understand that assisted living and nursing care facilities are need-driven housing. Independent living, congregate care, and empty-nester housing, on the other hand, are lifestyle choices.

Neighborhood Commercial: There is an unmet market demand for small "niche" retailers, locally-owned restaurants, and offices for small entrepreneurs in attractive – even unique – settings with adequate parking. Neighborhood commercial development could benefit from targeted public investment and collective marketing.

STRATEGIES AND ACTIONS FOR MAINTAINING HEALTHY NEIGHBORHOODS

Identify and stabilize neighborhoods that are threatened by physical decline.

Pockets of residential neighborhoods will be identified and surveyed where standards for physical structures are below average. The town will continue its high standards of maintaining the public right-of-ways and public gathering places, as well as its aggressive enforcement of town zoning and state building codes.

- Conduct a survey and analysis of housing conditions throughout the Town. A program will be established to survey each neighborhood in Irondequoit in terms of physical housing conditions per housing maintenance and building codes. Standards for surveyors will be outlined in detail and easy to follow. The resulting data will be assessed and used as a basis for targeting investment in code enforcement and housing programs.

Enhance housing opportunities for seniors.

Irondequoit has an aging population base. Currently, seniors have limited retirement housing options in town. As a result, many choose to remain in their home, while others choose to move to modern alternative housing outside of Irondequoit.

- Explore zoning incentives to encourage rehabilitation and new construction of housing attractive to seniors. Zoning incentives that encourage the construction of new housing to meet the needs of seniors will be studied. Incentives may include density bonuses, infrastructure assistance, tax abatement, etc. High quality design and materials should be required to ensure new housing will add value to the areas where it is located and will retain its value over time.
- Promote suitable amenities to create a quality living environment in senior housing. Seniors moving to market-rate housing expect a high level of personal service. Additionally, there are a number of amenities found in modern senior housing communities to create a marketable product. Modern alternative housing in the Irondequoit area will be studied to establish suitable amenity levels that would qualify for incentives.
- Identify suitable locations for new construction for senior housing and promote them to potential developers. Locate senior housing in areas convenient to retail, medical, personal services, educational, and cultural

Aging in Place

With Irondequoit's large and growing population of seniors, public and private investment in the community must incorporate strategies that will allow residents to stay in Irondequoit, whether in their own homes or in senior-oriented facilities.

- ✓ New or rehabilitated homes that are designed well to address the senior populations' needs. Modifications to entry ways, bathrooms, kitchens, lighting and yards will promote independence at home.
- ✓ Locating medical and community services in close proximity for easy access.
- ✓ Ample public transportation services and pedestrian access.
- ✓ Locate senior living facilities in close proximity to retail, community services, pharmacies and medical offices.

facilities. In the process of identifying optimal sites, the focus will be on redevelopment areas with as many of the above attributes as possible.

- Create outreach materials showing the high percentage of seniors in Irondequoit, community loyalty, and the excellent base of nearby community and supportive services available to seniors. Appropriate sites, based on community feedback, could be identified and presented with outreach materials.
- Explore funding opportunities and state/federal programs to support Irondequoit's existing Naturally Occurring Retirement Community (NORC) and consider ways to expand this network in the future.
- Consider a financial assistance program to assist economically disadvantaged seniors with exterior maintenance and building code issues for their single family homes, based on census tract data and local conditions analysis. As retirement households continue to age, they often have less disposable income. This may be a significant issue for Irondequoit because of the already high ratio of older adults in the Town. A financial assistance program, perhaps using targeted Community Development Block Grant funds, could help offset this issue. Before undertaking such a program, other communities with similar programs will be profiled to gain an understanding of guidelines, costs, and the successes/failures of providing such incentives.

Rental Registry

The Town currently maintains a rental registry, which helps to monitor property conditions and ensure that rental properties contribute positively to our community's neighborhoods.

The Town will maintain the registry process, and make modifications and improvements as needed, as part of its efforts to maintain high-quality residential neighborhoods throughout the town.

Ensure a range of housing options for new residents.

The influx of young households is important to the continued economic vitality of a community. Strategies and programs will be created to attract young households to Irondequoit.

- Enhance the quality of rental options for new residents. Irondequoit has a limited base of newer, high-quality rental options. Given that many young adults and empty nesters are renters, this limits the Town's ability to attract these groups. Maintaining and enhancing the quality of the existing rental base will be encouraged. This will include continuing to work with property owners through code enforcement, as well as design standards.

- Continue to promote the Town as an excellent place to live. The qualities of Irondequoit as a residential community will be promoted: well respected school systems; affordable housing; strong neighborhoods; unsurpassed recreational/environmental assets; and convenient location.
- Adopt residential design guidelines to require that multi-family structures (including mixed-use structures) are compatible with the surrounding area/ neighborhood. These guidelines promote a high quality physical environment, requiring, for example, new multi-family structures to use masonry or stone in their facades, employ traditional neighborhood design and incorporate pedestrian-oriented development patterns and amenities.



Well-designed, high density residential development can expand the town's resident base and provide critical mass needed to support nearby neighborhood businesses.

Require new commercial development to be of the highest quality – improving the exterior appearance and functionality.

In general, commercial development in Irondequoit has not produced a high-quality built environment, especially relative to architectural style and materials. Future commercial development will meet new standards.

- Adopt user-friendly commercial design standards and guidelines to achieve a higher quality, more functional built environment in the Town's neighborhood commercial areas. Standards will address measurable attributes of development (i.e. massing, height, architectural treatment, landscaping) and guidelines will provide guidance for interpreting the Town's intent behind each standard. Area-specific design considerations are outlined in the following pages. Design standard recommendations based on future land use designations are included in Section 6 of the plan.

- New standards and guidelines for commercial development will also provide for enhanced landscaping and screening standards. For example:
  - ✓ Buffered transitions will be provided and improved to protect residential properties.
  - ✓ Perimeter and interior landscaping will be required for off-street parking areas and drives, as well as extensive use of trees on site.
  - ✓ Lighting will be shielded from adjacent properties and rights-of-way.
- Promote and encourage good commercial design and landscaping through an awards program.
- Revitalize the Town's Architectural Review Board.
- Create a financial incentive program for neighborhood commercial façade improvements, perhaps using Community Development Block Grant funds.

Provide incentives for existing businesses to invest in expansion, site improvements or other activities that will strengthen the local market.

- Develop a capital investment program or policy to encourage physical improvements of commercial properties.

Support increases in development density if consistent with the Master Plan.

- Higher densities provide for a more interesting, pedestrian-oriented community and enhance the Town's fiscal revenues. They will be supported in residential, office and mixed-use developments if such higher densities are consistent with the Master Plan and target resource plans.

Improve the community's gateways so they are attractive and present visitors and residents with a favorable image of the Town.

Gateways establish an initial image for the community. In some cases, Irondequoit has made improvements to enhance its gateways. In other cases, such enhancements have been limited. A more comprehensive approach is necessary.

- Install decorative signage at all key gateways into the Town. Locations for such signage include Culver Road, Empire Boulevard, Winton Road, North Goodman Street, Hudson Avenue, St. Paul Street, Seneca Avenue and Pattonwood Drive.
- Develop municipal sign standards to ensure that fonts and key design elements are consistent throughout the Town.

- Ensure gateway signs remain well landscaped and maintained. The Town may consider selecting consistent plant species in an effort to establish identity through landscape design and reduce maintenance costs.
- Implement gateway improvements on a priority basis, according to available funding, which could include partnerships with adjacent property owners and nearby businesses. A recognition program would be helpful to promote the partnerships.

Promote public art.

Public art can serve as a celebration of the unique values of the community and promote a high quality built environment by providing interest and joy. Investment in public art conveys the message that people care about a place. Public art can be programmed into public construction projects and be promoted in public spaces and parks.



- Engage in ongoing communication and information sharing with the Irondequoit Arts Council.
- Enrich the built environment through investments in public art at key public locations throughout the Town (e.g. library and senior center), as funds permit. The Town will encourage private donations and funding to support this strategy and use local artists as often as practical and appropriate. Public art installations will be made and maintained at community and neighborhood focal points and public buildings and sites.
- A study and recommendation will be made regarding the structuring, financing and maintenance of an ongoing public art program.

Improve the appearance and aesthetic appeal of residential properties and housing stock, especially in challenged areas.

- Sponsor "clean up days" in which residents volunteer to work together in a community clean up. Clean-up days can be hosted locally by neighborhoods or organized on a town-wide basis.
- Create community volunteer programs to encourage neighbors to assist one another. For example a "Senior to Senior" program could link high school

seniors with senior citizens who need assistance with basic property maintenance (e.g. raking, mowing, painting, etc.), allowing students to meet their community service requirements while helping the community.

Expand the current range of housing options (cost, size, type, density) to maintain healthy neighborhoods, increase property values and ensure high-quality housing for all incomes.

- Work with local realtors to create positive promotional messages about the Town's housing market, emphasizing affordability, historic resources, design, quality of construction, walkable neighborhoods, access to parks and trails, and history.
- Town leaders should work with area developers and real estate agencies to identify potential development and redevelopment sites available in the Town as well as those that may be available in the future.
- Create new housing or rehabilitate existing housing in a way that promotes Irondequoit's commitment to sustainability. Encourage green building practices and materials in new residential development and eco-friendly residential rehabilitation through zoning, site plan or tax incentives.

Increase residents' and property owners' interest and involvement in their neighborhoods.

- Develop a "welcome wagon" program to welcome new residents to the community, that can be carried out at the neighborhood level or town level.
- Encourage the creation of additional neighborhood association(s) to provide residents, property owners and nearby merchants with a formal mechanism for sharing information, ideas and

Welcome to Irondequoit!

A "welcome-wagon" program, whether initiated at the town or neighborhood level, is a simple and effective way to encourage community involvement. Components of the program may include:

- ✓ A welcome letter from the Town Supervisor or president of the neighborhood group.
- ✓ Brochures about important town services, with hours and contact information.
- ✓ Coupons from area businesses
- ✓ A reusable Irondequoit shopping bag to help promote the town's identity and its commitment to sustainability.

Titus-Cooper-Hudson

- The Town adopted detailed guidelines for the Titus Cooper commercial district (Irondequoit's Titus/Cooper/Hudson Town Center Design Guidelines). The existing guidelines address the area's unique conditions and were intended to: promote higher density residential and mixed use development; improve pedestrian connectivity, streetscape appearance, and public spaces; encourage human scaled development and zero setback site designs; enhance the appearance of new and existing buildings; and encourage the adaptive reuse of older buildings possessing architectural or historic importance. The guidelines were utilized in the design and development of I-Square.
- The neighborhood commercial design standards contained in Section 5 (Community Design) outline simple, easy-to-understand community design principles that are largely embodied in the existing Town Center Design Guidelines. The general design standards proposed in this plan simplify this information's presentation, making it usable by a wider audience including non-professionals. The Town may consider revising the existing Town Center Design Guidelines to incorporate content and/or formatting from the neighborhood design standards.
- Although the Titus/Cooper/Hudson Town Center Design Guidelines calls for eliminating drive-through facilities for all streets within the identified boundaries, a continuing debate over the pros and cons of permitting drive-through facilities is still occurring within the community. This topic deserves more consideration and is further discussed in Section 9.
- Limit or reduce curb cuts by requiring cross access and shared parking.
- Provide on-site pedestrian facilities through and between parcels to improve walkability throughout the area.
- Establish well-designed, highly visible crosswalks at non-signalized intersections and consider mid-block crosswalks in areas where they can be safely accommodated.
- Install decorative street lights through commercial district.

Recreation & Natural Resources
Made up of a mix of Town, County and State owned properties, these land uses are geared primarily towards active and passive recreational activities for Town residents. In addition, this land use category includes lands that are considered environmentally sensitive, such as steep slopes, wetlands or extensive woodlots. Future recreational and natural uses should include parks, athletic fields, trails, civic uses and fragile or environmentally-sensitive habitats.

Residential
Residential areas will continue to comprise the large majority of Irondequoit's land use. The predominance of single-family homes in Irondequoit's residential neighborhoods will remain unchanged in the future. However, the Town needs to expand residential options to accommodate evolving housing preferences and needs. Well designed in-law homes, multi-family and senior housing development options should be encouraged in areas that can adequately support higher intensity development. In general, higher density housing, such as town homes, apartments or multi-family dwellings should be located in areas where existing infrastructure can support that type of development and where such development will not adversely impact neighborhood character. A key consideration in determining suitable locations will be proximity to commercial centers and transit, which would allow multi-modal access and provide a transition between commercial and residential areas.

There are not many large swaths of vacant land, which are unhindered by environmental constraints, where new single-family residential subdivisions could be constructed. Consequently, unless existing developments are razed, there will be very few opportunities for large-scale, single-family residential development. Instead, new single-family homes will likely be developed on pre-existing, approved lots or as part of minor subdivisions where possible in the town. In the future, there may be areas that may be able accommodate alternatives to single-family residences, such as two-family housing or a mixed use development (e.g., mix of office and residential in one single structure or development). The Town should enact flexible standards that protect the character and scale of existing nearby neighborhoods while also allowing for alternative residential development options to be available in the Town.

In existing residential areas, the Town will continue to work to provide adequate and cost-effective services, enforce property maintenance standards from the local and State building codes and work with residents to enhance their neighborhoods.

Design Standards

There are a couple of ways in which the design standards recommended in this plan can be implemented. A community design manual can be created and incorporated by reference into the Town's zoning ordinance as mandatory policy. Alternatively, design standards can be written directly into the zoning code. To have the most efficient and greatest impact, the revision/rewriting of the zoning code and the development of design standards should occur in tandem.

Incentive Zoning

The Town should consider enhancing its zoning incentives to implement specific physical, cultural, and social policies described in this comprehensive plan. Incentive zoning provides a mechanism whereby allowances can be made for projects that provide amenities deemed by the Town to be beneficial to the community. Consider providing density bonuses for site assemblage and redevelopment to encourage conversion and reuse of vacant or under-utilized properties, as such bonuses may help to recapture the costs associated with the process. Consider allowing density bonuses (increased buildouts) for good design, signage and landscaping in order to encourage reinvestment and new investment.

Parking Requirements

Modify the Town's existing minimum parking requirements for retail development to be consistent with Monroe County's standards for big-box retail. Current requirements for retail outlined in §235-79 should be reduced, or the requirements for grouped facilities in §235-78A(2)(a) should be modified to allow fewer parking spaces. Additional parking reductions should be permitted when parking can be shared

Architectural Review

Future development in Irondequoit should respect and enhance the existing built environment, especially in areas where there are historic structures or sites. Formally incorporating architectural review into the development process will help ensure that significant development or renovation projects are incorporating the design standards established by the Town.

Form Based Code Development

Form-based code development is based on a land use categorization system (transect) that organizes all elements of the urban environment on a scale from rural to urban (see sample diagram below). Transect zones 1 and 2 are rural and are intended for less built-out communities than Irondequoit. Zones 3 through 5 could be applied in appropriate areas of Irondequoit. These transects could be the basis for a future form based code revisions, similar to other communities across the county.



Summary of Potentially Applicable Transect Zones

T-3 Zone (Low Intensity Zone)

Building Heights: 1-3 stories

Land Uses: single family; low density multi -family; home office; corner store; parks and trails

Other Considerations: larger setbacks; buildings must address primary streets; alleys and rear access drives encouraged.

T-4 Zone (Medium Intensity Zone)

Building Heights: 1-3 stories

Land Uses: high density single-family; multi-family; live-work; office (limited to1 per block); commercial (limited to 1 per block); parks and trails

Other Considerations: medium setbacks; shared parking required; buildings must address primary streets; alleys and rear access drives encouraged

T-5 Zone (High Intensity Zone)

Building Heights: 2-4 stories; more or less by warrant

Land Uses: multi-family; live-work; office (open); commercial (open); parks and trails

Other Considerations: mixed-use buildings encouraged; activity zones encouraged; tightest setbacks; shared parking required; buildings must address primary streets.

Special Districts

The Former Irondequoit Mall, Durand Eastman and Flats would likely be treated as special districts and would need to be examined in more detail to determine specific land uses and massing guidelines.

OVERVIEW

This section addresses the role of the Town in implementing the master plan. It provides general guidance for maintaining accountability; securing a sound fiscal foundation; creating appropriate development regulations, procedures, and incentives; and engaging residents, businesses, and other stakeholders in the plan's implementation.

Recommendations

A Living Document

Throughout the planning process, participants emphasized the need to create a master plan that is not relegated to a shelf but used on a daily basis as public and private decisions are made concerning development, redevelopment, capital improvements, and other matters affecting the Town.

The following recommendations emerged for ensuring the plan is a living document:

Annual Work Programs and Budgets
Individual Town departments and administrators should be cognizant of the recommendations of the master plan when preparing staff reports, annual work programs, and budgets. Several strategies can be implemented this way. Town Board review of these proposals should likewise occur cognizant of the master plan's strategies.

Development Approvals
Administrative and Board approvals of development proposals – including site plans, subdivision plans, and rezoning – should be a primary means of implementing the master plan. The zoning ordinance, subdivision regulations, and other parts of the Town code should be updated in response to the recommendations presented in the master plan.

Capital Improvement Program, CDBG, and Annual Town Budget
The five-year Capital Improvement Program (CIP), which is updated annually, should be consistent with the master plan's recommendations. The overall Town budget and Community Development Block Grant (CDBG) allocations should also concur with the plan. New Town investments that are not reflected in the master plan – and which could dramatically impact the plan's recommendations – should necessitate at least a minor update to the plan.

Action	Anticipated Timeframe	Funding Sources	Action Leaders	Potential Partners
1. Conduct a survey and analysis of housing conditions in each neighborhood throughout the Town.	Short-Term	NYSOCR	Community Development	Monroe County, Neighborhood Groups
2. Zoning incentives to support and encourage the rehabilitation or new construction of homes that are attractive and suitable for seniors.	Immediate	NYSOCR, NYSHFA	Community Development	
3. Incentives for new or rehabilitated senior housing should include amenities to increase marketability and high quality of life.	Short-Term		Town Board	Sr. Housing Developers
4. Identify locations suitable for senior housing or facilities. Ensure scale and context of development fits the surrounding area.	Immediate & Short-Term		Community Development	Institutions, Civic Organizations
5. Establish a financial assistance program to assist economically-disadvantaged single-family homeowners with building code and safety and exterior maintenance issues.	Short-Term	NYSOCR	Town Board	Civic Organizations, Monroe County
6. Maintain and enhance the level of quality rental options for new residents, especially young adults and empty nesters.	Mid-Term		Planning Board	Monroe County
7. Actively promote the Town of Irondequoit as an excellent place to live. Promote qualities contained in the Plan through realtors, word of mouth, advertising, and other marketing efforts.	Immediate & Ongoing		Community Development, Citizens, Business Leaders	Chamber of Commerce
8. Establish and adopt design guidelines for multiple-family structures that are architecturally compatible with adjacent areas and pedestrian friendly.	Immediate & Short-Term	NYSCA	Community Development, Town Board, Planning Board	Business Leaders, Residents

LaBella
Powered by partnership.

May 20, 2024

RECEIVED
By mnichols at 1:11 pm, May 20, 2024

Town of Irondequoit
Community Development Department
1280 Titus Avenue
Rochester, NY 14616

RE: Town Board Application for Zoning Map Amendment
41 Lorraine Drive
LaBella Project No. 214150.040

To Community Development Staff:

Below is an update to the comments we first provided on May 9, 2024, regarding the requested zoning map amendment at 41 Lorraine Drive (tax map no. 076.15-6-45), submitted by I-Square, LLC. Our understanding is the applicant is seeking a zoning reclassification from R-1 to Mixed Use Commercial for the subject property. We would like to stress that our review did not include a substantive review of the submitted material, and that only a review of application completeness has been provided.

Comments

1. **Submission Requirement, Site Plan.** LaBella notes that the applicant will need to provide, at a minimum, a conceptual site plan prepared by a licensed design professional to accompany the application for rezoning. Submission requirement number 7 of the application form requires that a site plan be submitted that includes a cover sheet, general notes, legends, as well as existing and proposed conditions. While a fully engineered plan set might not be required at this time, a conceptual site plan prepared by a licensed design professional may satisfy this submission requirement.

   - **Comment satisfied. The applicant's resubmission received by the Town on May 17, 2024, includes a proposed concept site plan (page 2) and an existing conditions plan (page 3).**

2. **Consistency with Comprehensive Plan.** We note that the application provided to LaBella for review lacks documentation of how the proposal is consistent with the Town's Comprehensive Plan other than the applicant noting as such with a check mark on Question 5b in Part 1 of the Short Environmental Assessment Form.

   The applicant must submit information to demonstrate how the proposal is consistent with the Comprehensive Plan or comprehensive planning for careful study and consideration.

- **Comment satisfied. The applicant's resubmission received by the Town on May 17, 2024, includes references and excerpts from the Town's 2014 Comprehensive Plan (page 8 – 25).**

3. **Site Capacity.** The applicant has not provided documentation that demonstrates the site has capacity to accommodate the permitted uses for the zoning district classification they are seeking for the property (MUC). Moreover, the dimensional requirements for the MUC zoning district are different from the R-1 zoning district, and the applicant should provide clarification of how future development can be accommodated given these considerations.

   We note that per GIS mapping, approximately one-half of the property is characterized by slopes of 20-60%.

   - **Comment satisfied. In their resubmission received by the Town on May 17, 2024, the applicant indicated they intend to resubdivide the subject property with two adjacent parcels, creating a roughly 1-acre parcel (page 4). It is unknown whether the proposed site would accommodate the concept site plan without undertaking a thoroughly detailed site plan review process.**

4. **SEQRA, Whole Action.** We suggest the applicant clarify whether the submitted application is related to a project that would require future review by the Town including but not limited to application for subdivision, lot consolidation, site plan review or special use permit. As noted in the SEQRA Handbook, proposals or parts of proposals that are related to each other closely enough to be, in effect, a single course of action should be evaluated as one whole action. However, there are instances where a segmented review may be permissible.

   - **Comment satisfied. The applicant has indicated that additional future reviews are anticipated. In their resubmission received by the Town on May 17, 2024, the applicant submitted an updated Short Environmental Assessment Form (page 5 – 7). Within the form's project description, the applicant included the following elements:**
     i. **Rezone 41 Lorraine Drive from R-1 to MUC**
     ii. **Resubdivide 41, 51, and 61 Lorraine Drive**
     iii. **Construct four (4) duplex buildings, with a total of eight (8) dwelling units.**

   Should the Town Board wish to conduct its own distinct environmental review for the proposed rezoning separately from the remaining land use approvals, the Board will need to document how a segmented review is no less protective of the environment.

Conclusion

The applicant has provided all documentation requested within LaBella's letter dated May 9, 2024, so the rezoning application is complete. Again, we would like to stress that LaBella's review of submitted material was for completeness only and did not include a substantive review of the content.

Thank you for the opportunity to review the submission material on your behalf. Please let us know if you have any questions of concerns.

Respectfully submitted,
LABELLA ASSOCIATES, D.P.C.

Wesley A. Pettee, AICP
Senior Planner

cc (via e-mail): Bill Lang, Community Development Director, Town of Irondequoit
Michelle Nichols, Planning Board Secretary, Town of Irondequoit
Mary Werner, Code Enforcement Officer, Town of Irondequoit
Megan Dorritie, Harter Secrest & Emery, LLP
Tracie M. Hiatt, Harter Secrest & Emery, LLP
Kate Powers, LaBella Asociates

Department of Planning & Development
Monroe County, New York

Adam J. Bello
County Executive

Ana J. Liss
Director

RECEIVED
JUL 08 2024
TOWN OF IRONDEQUOIT
PLANNING & ZONING DEPT.

To: Town of Irondequoit Municipal Board

From: Steven Olufsen, Planner 2 SO

Date: July 3, 2024

Subject: 41 Lorraine Drive
41 Lorraine Dr, Rochester 14617
MCDP&D Response to Development Review Referral (IR24014)

Review Authority and Response:

General Municipal Law:
☒ Section 239-m (Zoning)
☐ Approval ☐ Modification ☐ Disapproval ☒ Comment ☐ No Comment

☐ Section 239-n (Subdivision)
☐ Approval ☐ Modification ☐ Disapproval ☐ Comment ☐ No Comment

County Charter:
☐ Section C5-4.A (Airport)
☐ Approval ☐ Approval with Conditions ☐ Disapproval

☐ Section C5-4.C (Advisory Review)
☐ Comment ☐ No Comment

Previously Reviewed by MCD&P (if yes, previous referral response applies to this referral):

☐ Yes ☒ No

Referred to the Development Review Committee (DRC) (If yes, DRC Project Review Report attached):

☒ Yes ☐ No

MCDP&D Comments:

1. Please send all final decisions related to rezonings, site specific or municipal wide, to Monroe County's Department of Planning and Development. Monroe County attempts to keep a current record of zoning in Monroe County Communities and cannot keep this record up-to-date without your help.

2. Applicants are encouraged to contact other County Departments and non-county agencies to ensure all permitting requirements for this project have been satisfied.

3. According to the New York State Department of Environmental Conservation (NYS DEC) and the United States Geological Survey National Hydrography Dataset (USGS NHD) it appears a portion of a stream is located on the subject property. Streamsides, sometimes called riparian zones or stream corridors, are the link between land and water, and the health of streams depends in large part on the condition of the streamside. Research has shown that naturally vegetated corridors along streams provide numerous benefits essential for human health and welfare. Healthy stream corridors can reduce flooding downstream; trap sediment; remove dissolved contaminants; provide shade; contribute leaf matter (important for insect food and fish habitat); provide wildlife habitat; offer recreational opportunities; and increase aesthetic value and desirability of a property.

   In order to protect the stream corridor, mitigate potential flood impacts on downstream properties and prevent contaminants from entering the stream consider the following:

   - Maintain a healthy, vegetated streamside buffer by preserving trees and shrubs along the stream edge.
   - Limit tree cutting to removal of large branches that fall into the stream and divert streamflow and cause

erosion.
- Minimize channelized storm flows through the streamside buffer to filter contaminants and reduce erosion.
- Reduce impervious areas near the streamside and, where necessary, use stone or brick instead of pavement and concrete for driveways and walkways.
- Exclude vehicles, livestock, or excessive pedestrian traffic.
- Reduce or eliminate buffer area exposure to fertilizer, herbicides, pesticide, animal waste, household and automotive chemicals, trash, debris, and piles of leaf litter.
- Maintain septic systems.

4. According to the New York State Department of Environmental Conservation (NYS DEC) classification of fresh surface waters the segment of 847-580.1 located on this site is a protected waterway. The Protection of Waters Program regulates the following activities: disturbance of the bed or banks of a protected stream or other watercourse, construction and maintenance of dams, excavation and/or filling in navigable waters, and construction of docks and other moorings. Any disturbance of the streambed or banks may require an Article 15 Permit from the DEC. For additional information regarding the need for a permit, the applicant should contact: NYS DEC Permit Administrator, (585) 226-5400

If you have any questions regarding this review, please contact me at 585-753-2027 or SOlufsen@monroecounty.gov.

xc: Development Review Committee
Michael Nolan, I-Square, LLC
New York State Department of Environmental Conservation
Monroe County Planning & Development

PROJECT REVIEW REPORT
Monroe County Development Review Committee

July 3, 2024

Subject: Attachment to File IR24014
41 Lorraine Drive
41 Lorraine Dr, Rochester 14617

The Monroe County Development Review Committee (DRC) has reviewed the subject application and have the following comments that need to be addressed prior to submission of final plans for approval.

Monroe County Department of Health (MCDOH), Contact Brett Gobe (585-753-5459) with questions.

1. Plan Approval by the Monroe County Department of Public Health NOT required.

Monroe County Department of Transportation (MCDOT), Contact John Raymond (753-7711) with questions.

1. This project was not sent to Monroe County Department of Transportation for review. Applicants should verify with this agency that they do not have jurisdictional requirements for this project.

Monroe County Department of Environmental Services (MCDES), Division of Pure Waters, Contact Richard Bianchi (753-7614) with questions.

1. Please be advised that Monroe County Pure Waters (MCPW) must review and approve plans for any site development / new construction in the **"Irondequoit Bay South Central Pure Waters District"** .

2. Once the plans are received from the Engineer, it will be logged and reviewed by Pure Waters as a Master Plan / Capacity Stamp review. The stamp block must be added to the utility plan. The block must be minimum 4.0" tall by 3.5" wide to accommodate the stamp. The title outside of the block should be **"Irondequoit Bay South Central Pure Waters District."**

3. This project falls within the **" Irondequoit Bay South Central Pure Waters District"** . The applicant will need to submit a PW-2 application with their submittal (PW-2 form attached).

   PW-2 Forms can be downloaded at:

   https://www.monroecounty.gov/des-pw2-forms

   Please send the filled PW-2 form to Rich Bianchi via email at RBianchi@MonroeCounty.gov

New York State Department of Transportation (NYSDOT), Contact Zachary Starke (272-3472) with questions.

1. This project was not sent to New York State Department of Transportation for review. Applicants should verify with this agency that they do not have jurisdictional requirements for this project.

Resolution No. 2024- _____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF AN UNSAFE BUILDING

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 16th day of July, 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, it is the opinion of the Director of Community Development that 95 Lake Bluff Road (Tax ID No. 062.50-1-21) (the "Property"), which has been subject to over thirty Town Code violations since 2018, is dangerous and unsafe to the general public; and

WHEREAS, an investigation and report on the Property was completed in accordance to Town Code §104-8 by the Director of Community Development with input from the Code Enforcement Coordinator and Fire Marshal. The report is attached hereto as **Attachment A** (the "Report"); and

WHEREAS, the Report recommends demolishing and removing the entire building located on the Property or demolishing the parts of the building that have already completely or partially collapsed; and

WHEREAS, the Town Board has considered the findings and conclusion of the report and has determined that building on the Property is unsafe and dangerous warranting its demolition and removal.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Director of Community Development to effectuate the demolition and removal of all or part of the building located on the Property.

AND BE IT FURTHER RESOLVED, that the pursuant Town Code §104-9 the Town Board orders that notice of the demolition and removal be served upon the Property owner, Terence Stephany, in accordance with the requirements in Town Code §§ 104-10 and 104-11.

AND BE IT FURTHER RESOLVED, that in accordance with §104-10(e) the Town Board will

have a hearing to discuss the dangerous and unsafe nature of the Property during the Town Board workshop meeting on August 12, 2024 at 4:05 p.m.

This resolution shall take effect immediately upon its adoption.

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

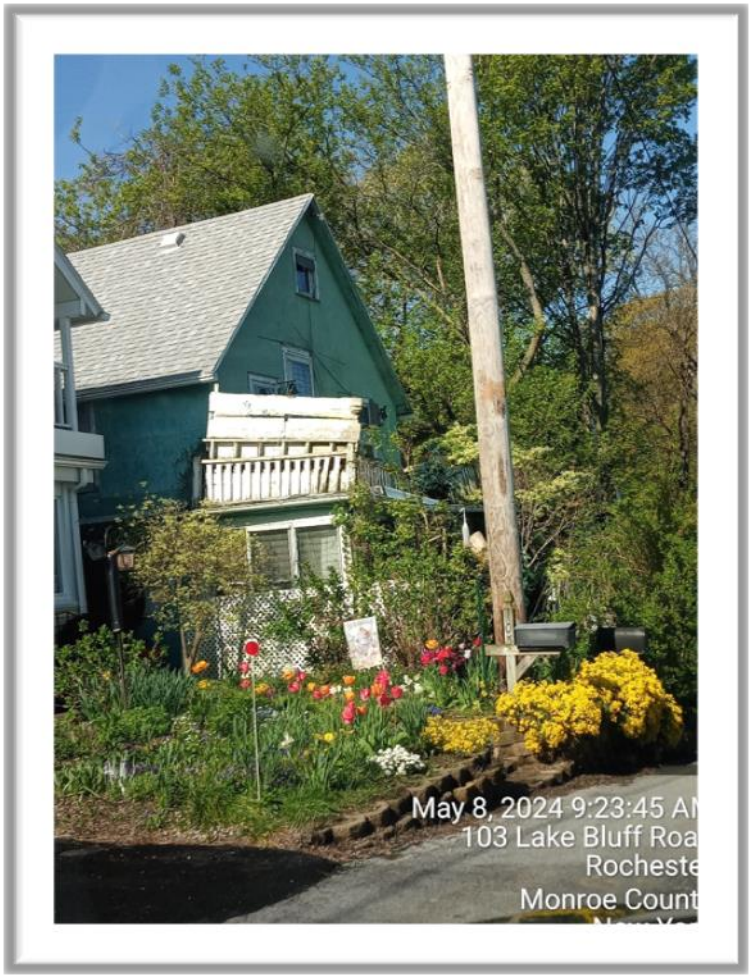
Town Board Member	Perticone	voting	_____
Town Board Member	Wehner	voting	_____
Town Board Member	Malone	voting	_____
Town Board Member	Cunningham	voting	_____
Town Supervisor	Evans	voting	_____

TOWN OF IRONDEQUOIT

Office of the Fire Marshal

95 LAKE BLUFF – TOWN CODE 104 REPORT

Date: 06/01/2024
Report By: Bill Lang – Director of Community Development
Input From: Mary Werner – Code Enforcement Coordinator and Jeff David – Fire Marshal



95 Lake Bluff Drive has been a nuisance that the Office of Community Development has been dealing with for since 2018. The owner of the property is listed as Terrance Stephany. The home is considered owner-occupied.

Throughout the history of enforcement action attempts by the Office of Community Development the house continues to deteriorate. It has been a constant concern and problem for those that live in that neighborhood and has created undue harm and danger to their living situations.

As previously documented portions of the house are collapsed or partially collapsed. The vegetation is overgrown, there are missing portions of doors/windows, some of which have been boarded up.

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Phone: (585) 336-6097 / Fax: (585) 467-4953
Email: firemarshal@irondequoit.org

Mr. Stephany had a previous similar situation in the Town of Webster at 966 Klem Road. The Town of Webster went down a similar path at attempting to enforce property maintenance compliance, only to find the home continuing to deteriorate to the point it was uninhabitable.

Social Services removed him from the home in Webster and the town moved on purchasing the property to rehabilitate it. Below is a link to the news story that was done related to that purchase:

https://www.whec.com/top-news/news10nbc-investigates-man-buys-unlivable-webster-home-in-hopes-to-bring-it-back-to-life/

Attached to this report is a record of the numerous violations, inspections and complaints relative to 95 Lake Bluff Rd. We have tried to gain compliance through the Town of Irondequoit Justice Court but have only been successful in obtaining a repaired roof (shingles) and fines amounting to $2500.

Currently the house is posted NOT TO BE OCCUPIED relative to the condition that it is in. Neighbors routinely make us aware that the owner ignores this order. The neighbors also report that they are living in a tent in the backyard or in a tent on the Lake Ontario shoreline. There is human waste in buckets in the backyard as well.

The Irondequoit Police and the Office of Community Development did a recent site visit to inspect the property and obtained updated photographs and video from IPD body-worn cameras. These images/videos are available to view as well as the written reports contained within.

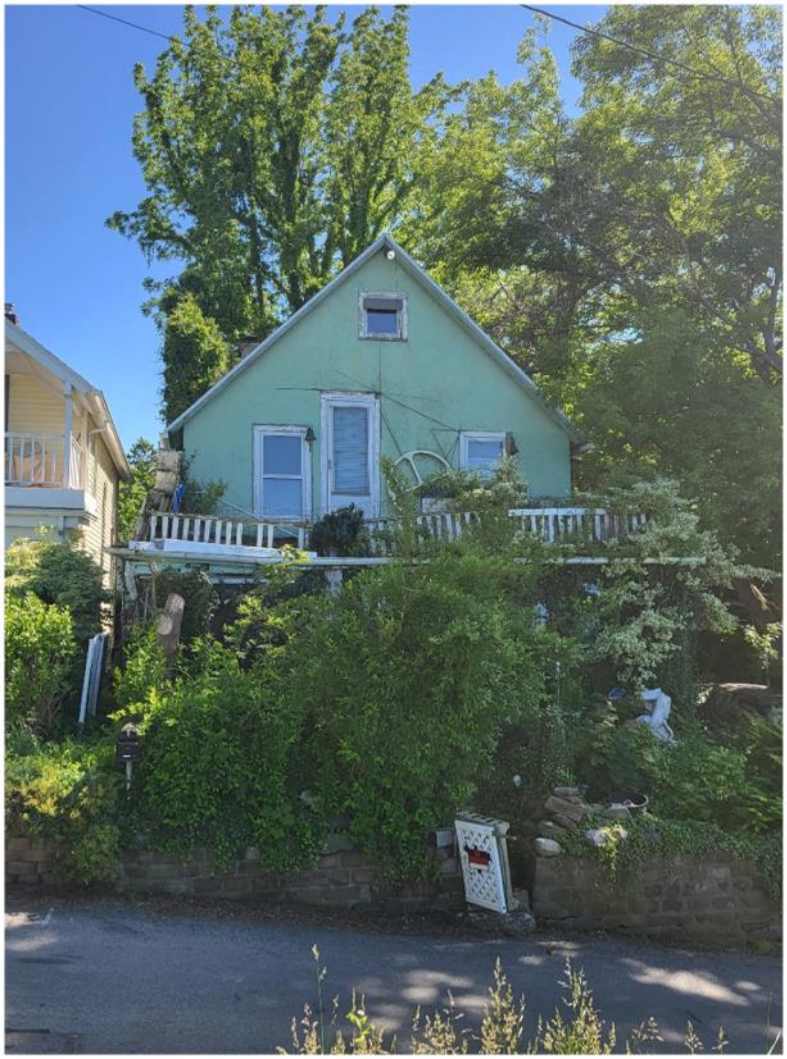
RECENT INSPECTION NOTES:

The following notes are from an inspection performed by Fire Marshal Jeff David on 5/30/2024, there are photos included as well.

Performed inspection of property with IPD due to reports of homeowners living in house against posting. Neighbors reported seeing resident at home yesterday mowing the lawn but have not seen them since. Neighbors also stated that if the red SUV is in the driveway, the homeowners are there. IPD knocked on door several times with no answer. I observed a window on the D side of house that had several flies on the inside of the window. Due to the flies and the homeowner vehicle being in the driveway as well as neighbors seeing homeowner at home yesterday, I and IPD felt concern for the well being of the homeowners. IPD decided to force entry into home to check the welfare of the homeowners. No one was found in the home. I then performed an inspection of the home.

I observed significant structural damage and compromise to front porch. Front porch wall was leaning out towards East property line. Porch appeared to be in danger of collapse. If East wall of parch were to continue falling away from structure, it would pose danger to adjacent structure and property. I observed significant accumulation of weeds/growth on outside of front of structure. I observed

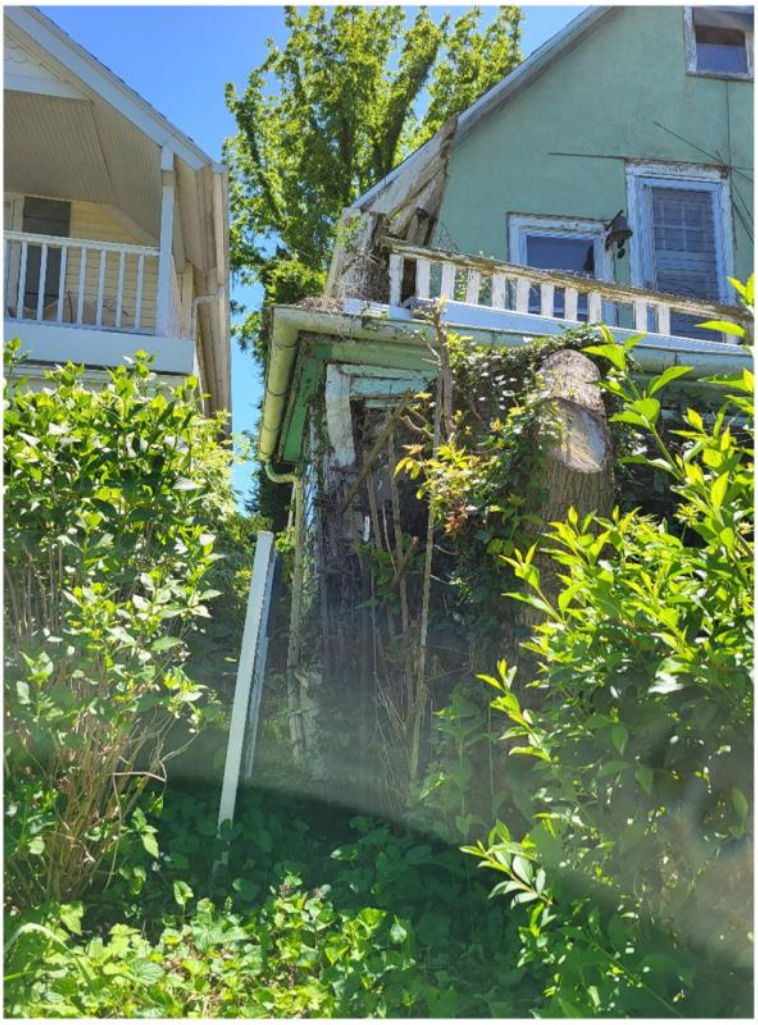
significant accumulation of refuse and items on outside of property. I observed severe accumulation of refuse and items inside the house. I observed no place to prepare food. I observed significant structural decay of rear porch with Kraft faced insulation exposed. I observed only lavatory in house as non-operational due to storage of refuse/items. Structure is unsafe and unsanitary due to severe accumulation of refuse and items. Structure has already been posted not to be occupied. New posting applied due to deterioration of existing signage. Photos taken and attached to inspection.



Street level view of 95 Lake Bluff Road. Noted structural compromise to the front porch including a collapsed roof structure. Overgrown vegetation blocking the front of the house.

TOWN OF IRONDEQUOIT

Office of the Fire Marshal

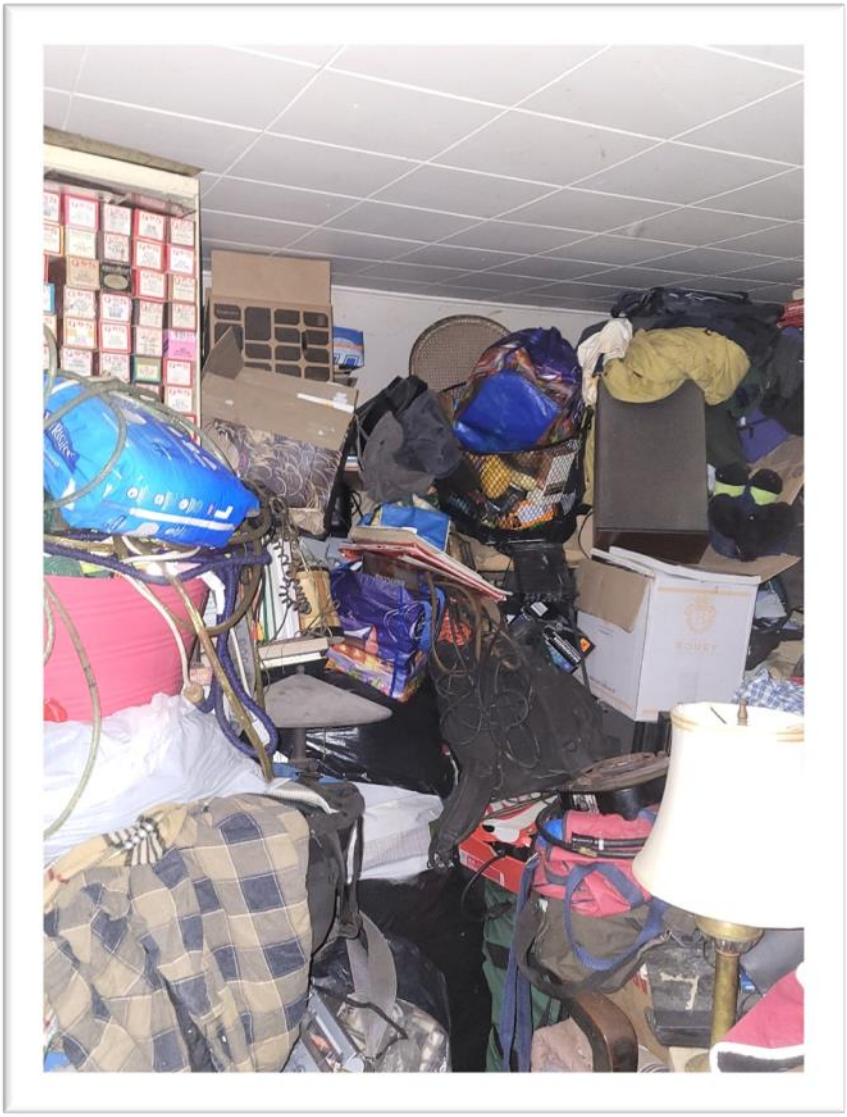


Partial collapse and bowing of the porch towards the next-door neighbor's house. Risk of further structural collapse into the neighbor's home.

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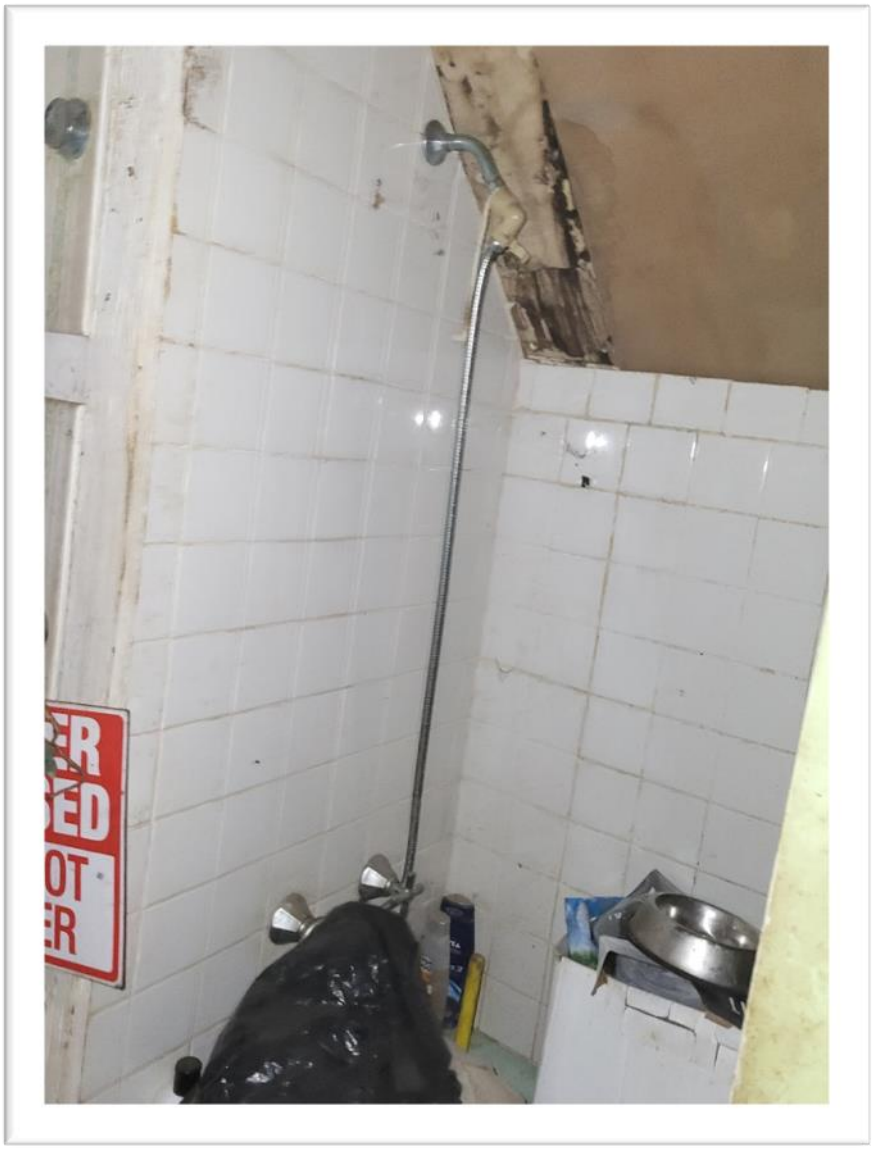
TOWN OF IRONDEQUOIT

Office of the Fire Marshal



Hoarding conditions present inside of the home

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Email: firemarshal@irondequoit.org



Unusable bathing facilities inside of the home

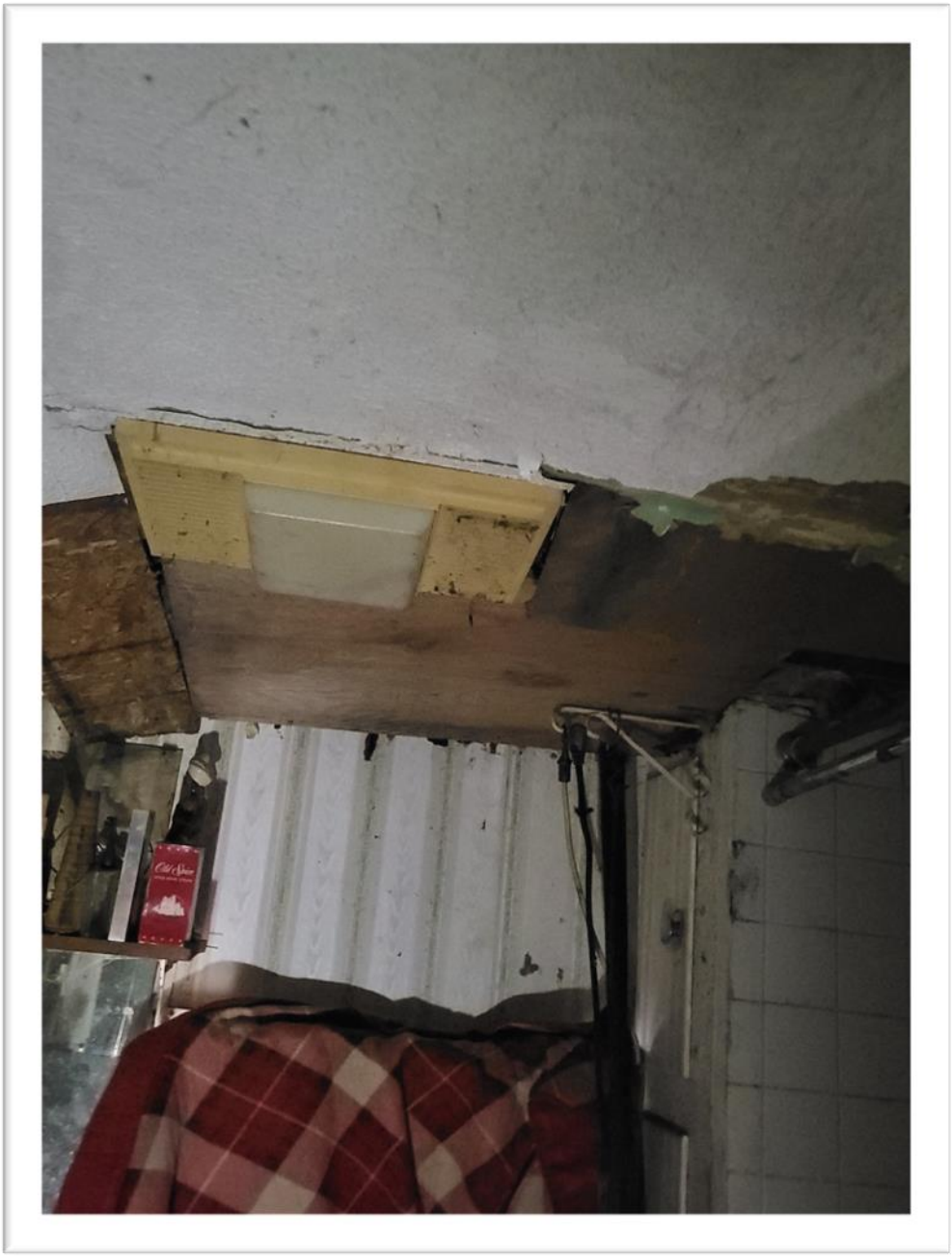
1280 Titus Avenue - Rochester, NY 14617

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TOWN OF IRONDEQUOIT

Office of the Fire Marshal

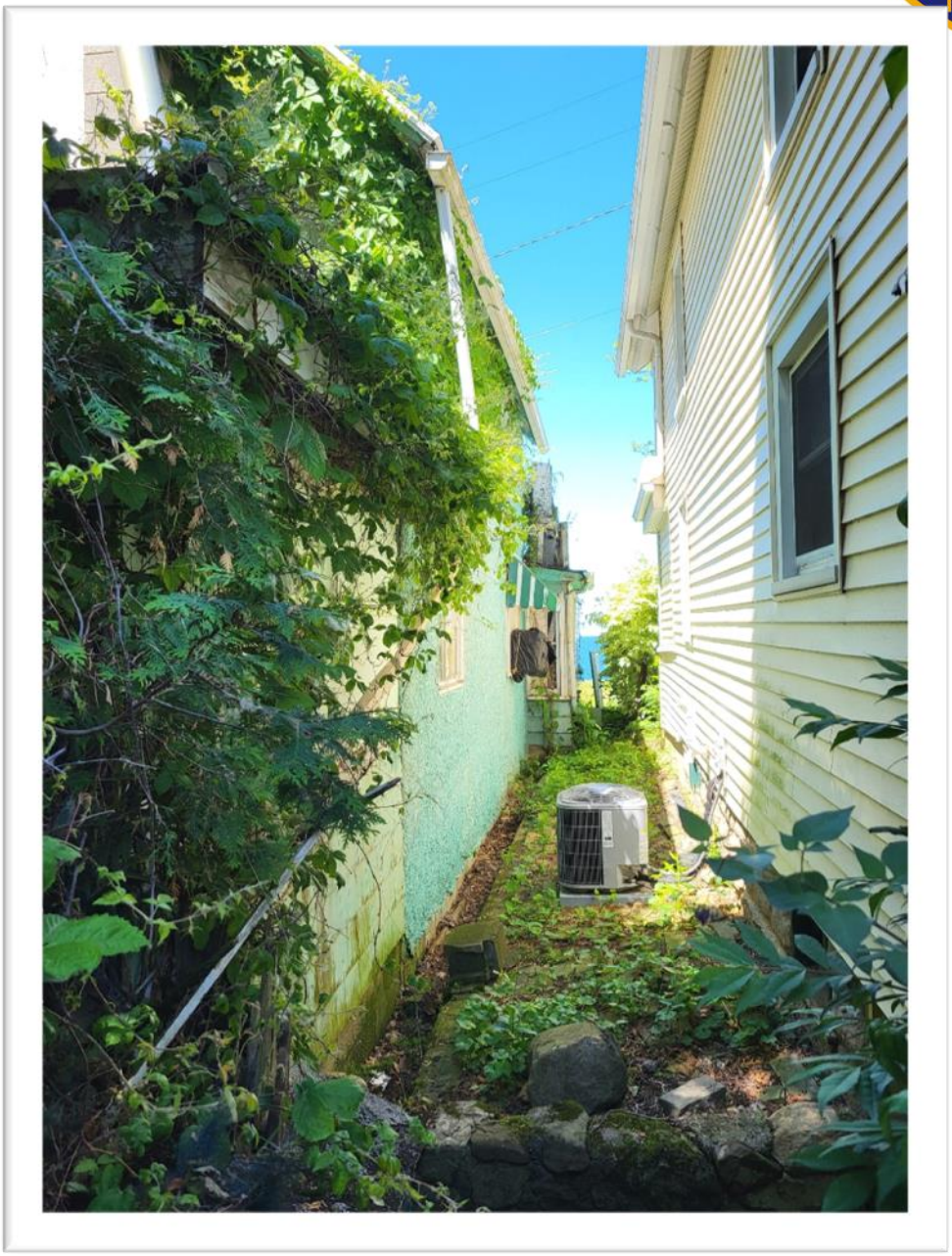


Open ceiling lacking drywall, mold and water damage

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Extreme proximity to neighbor's house. Overgrown vegetation on home, lack of siding, partial collapse bowing towards neighbor's house in the front.

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TOWN OF IRONDEQUOIT

Office of the Fire Marshal

Previous inspections have noted the following about the home and why it is a danger to the neighborhood and an unsafe structure:

- Multiple sections of the home that are either collapsed or partially collapsed.
- Overgrown vegetation that is now home to vermin, rodents and other animals.
- Collection of debris, garbage and other waste on the property and inside of the structure.
- Collections of water around the exterior of the property in buckets leading to harboring mosquitoes.
- Junk vehicles in the driveway.
- Hoarding conditions inside of the property that lead to extreme fire danger to the structure and those around it, which is especially dangerous due to the lack of setbacks between neighbors.

CONCLUSIONS:

The Office of Community Development has attempted to work with the homeowner for years to bring the property into compliance. It has become clear that this will not occur, and that action needs to be taken. The neighbors are in danger due to the conditions of this home and lack of further action by the Town only increases the risk of danger to those living in proximity.

The best course of action at this point would be to either demolish the entire structure, or to demolish those portions of the structure that have already collapsed/partially collapsed, while also having a structural engineer perform an inspection of the remaining property to see if the building can be renovated/rehabilitated.

This property is a danger to the community and a nuisance. It is clear that the owner will not take action to improve the situation.

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Resolution No. 2024-

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CATHOLIC FAMILY CENTER FOR NON-MEDICAL HOME SUPPORT SERVICES TO THE ELDERLY AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2024 THROUGH JULY 31, 2025

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 16th day of July 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, it is necessary to secure the services of the Catholic Family Center to provide non-medical home support services to elderly residents of the Town; and

WHEREAS, the Catholic Family Center has submitted a proposal for the twelve (12) month period from August 1, 2024 through July 31, 2025 for the total amount of $26,563. Proposal attached as **Attachment A** hereto; and

WHEREAS, the Catholic Family Center's program was part of the Irondequoit 2024 Community Development Block Grant Program adopted by the Town Board pursuant to Resolution 2024-122; and

WHEREAS, funding for this service is available in the Community Development Block Grant as a public service program expense.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with the Catholic Family Center for non-medical home support services to elderly residents of Irondequoit as approved through the Community Development Block Grant during the grant period from August 1, 2024 through July 31, 2025 in the amount of $26,563, which agreement is attached hereto as **Attachment B**.

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_____

IRONDEQUOIT COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM YEAR AUGUST 1, 2024 through JULY 31, 2025
APPLICATION FOR FUNDING & PROPOSAL FORM

The submission deadline is Friday, March 22, 2024. Funding (cash flow) for proposed activities will probably not be available until October, 2024.
The CDBG program's primary objective is the development of viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, **principally for low- and moderate-income persons.**

Send your application to: Comptroller
Town of Irondequoit
1280 Titus Ave.
Rochester, NY 14617
comptroller@irondequoit.gov

1. **Name of Proposed Activity:** Life in Irondequoit (LII)
   Name of Sponsor Organization: Catholic Charities Family and Community Services (CCFCS)/ Support to Aging Residents (STAR)

2. **Description of Proposed Activity:** A program to assist older adults, age 60+, remain independent and living in their own homes for as long as possible. Services to be provided:
   a) Transportation to/from medical appointments, stores, banks, pharmacies, friends' homes. This will include assistance with walkers. The program provides door-through-door service, rather than only door-to-door, as added security and safety. Approx 400 one-way trips.
   b) In-home Contacts and Supports: Assistance at home with shopping lists, making appointments, taking out garbage/recycling, sorting mail. Assistance with grocery shopping: for the resident or with the resident. Help bring bags of groceries into the home and put it away as requested. Friendly visiting/phone calling to ease social isolation. Referral to other agencies and programs, made by Specialists knowledgeable about aging issues. In-home safety assessments. Approx. 400.
   c) Presentations at Irondequoit Senior Center and other community groups, of interest to older adults and caregivers. Topics pertaining to mental wellness will be included. Approx. three presentations per year.
   d) In-Home geriatric mental health counseling and referral services, as requested.
   e) Subsidized membership fee to Homeworks (a home repair referral program).
   f) Subsidized chores such as: yard work, housecleaning, laundry service, home repair, if appropriate.

3. **Location and Address of Proposed Activity:** The administrative offices of the program will be at 87 North Clinton Avenue, Rochester NY 14608. However, most

of the proposed activities will take place in the community, for example, residents' homes, physician offices, grocery stores, banks.

4. **Amount of CDBG Funds Requested for this Activity**: $27,000

5. **What situation, demonstrated need, or problem will this activity correct and how?** LII has been an established partnership between CCFCS and Irondequoit for several years. Irondequoit's aging population continues to need support and our services to remain aging safely in place and postpone the need for nursing homes/assisted living facilities. Need for assistance is expected to increase, as people age. COVID continues to affect older adults' ability to get out into the community and has negative impact on mental health. Caregivers of older adults also need support. STAR will provide the services listed above regardless of income. Door-through-door services are unique to STAR and give residents the safety they need outside the home. Irondequoit residents will be given priority for services, over other Monroe County residents. Timely implementation is assured because it is an existing program. STAR has a wide variety of bi-lingual staff to better meet the needs of the residents.

6 **Number of activity beneficiaries:** approximately 90 (many residents will receive services multiple times per year)

7. **Are the majority of activity beneficiaries low/moderate income persons?**
   Yes _x_ No ____

   Elderly Yes _x_ No ____
   Handicapped Yes _x_ No ____

8. **Describe any environmental concerns associated with the proposed activity:** None.

9. **How will this activity be implemented?**

   A. Competitive Bid _____
   B. Requests for Proposals _____
   C. Force-Account _____
   D. Other (describe) Directly by applicant (CCFCS)

10. **What will your department or organization contribute to this activity?**
    A. Capital $_____
    B. Administration $_____
    C. Engineering / Planning $_____

D. Other (describe) CCFCS staff will provide in-kind time to oversee program operations, finances, and supervision of staff.

Total amount leveraged $_____

11. When will the proposed activity begin and when will it be completed?

Starting Date: 8/1/24 Completion Date: 7/31/25

12. How will you ensure the timely implementation of this activity, and what criteria will be used to judge the activity's success?

- Monthly reports will be submitted to the town, with YTD and cumulative units.
- Total program survey results will be provided via the monthly report. Please note this is for entire program, not just the Irondequoit residents.

* For Public Works projects or studies, please complete the attached Estimated Budget form.

Proposal Submitted by: Jennifer McDermott
585-546-7220 x4002
jennifer.mcdermott@fcscharities.org
Director, Aging and Adult Services, Catholic Charities Family and Community Services

USE THIS FOR PUBLIC WORKS PROJECTS OR STUDIES, ETC.

ESTIMATED BUDGET

ITEM	CDBG FUNDS	APPLICANT'S FUNDS	OTHER FUNDS	TOTAL COST
Engineering/ Architectural Services	$	$	$	$
Construction	$	$	$	$
Other (please list)	$	$	$	$
Total	$	$	$	$

If project involves improvements to sidewalks, sewers, water lines, etc., please provide Total either Linear Footage: _____ or Square Footage: _____

Will the proposed project be partially funded by another government program or funding source? If so, please describe:

** Be sure to include funds leveraged by other sources in the above budget. Also, if you have a budget from another funding source, please attach it to this proposal.

LIFE.IN.IRONDEQUOIT

2024-2025 CONTRACT AGREEMENT

TOWN OF IRONDEQUOIT & CATHOLIC FAMILY CENTER

THIS AGREEMENT, entered into this 1st day of August, 2024 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 ("Town") and the Catholic Family Center, a not-for-profit social service agency, having its principal office and place of business at 87 No. Clinton Ave., Rochester, New York 14604 (hereinafter "Contractor" or "Sub-recipient").

WITNESSETH THAT:

WHEREAS, the size and needs of Irondequoit's elderly population are continuing to increase, as shown by data collected for the 2020 Census; and

WHEREAS, the needs of Irondequoit's frail and elderly cannot be met entirely using Town resources; and

WHEREAS, the Catholic Family Center, Aging and Adult Services, possesses the personnel, skills and experience required to supplement the services now being provided by the Town to the frail elderly.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do mutually agree as follows:

1. STATEMENT OF WORK:

1.1. The Sub-recipient (Catholic Family Center) shall provide personnel to carry out the service function described below. The personnel provided by the Sub-recipient shall report to and be under the direct supervision of the Irondequoit Community Services Department Bureau of Recreation, as designated by its Director.

1.2 The services required of the Consultant pursuant to this Agreement extend from August 1, 2024 and shall be completed on or before July 31, 2025.

1.3 Services Provided:

The Sub-recipient will provide the Town with three (3) types of services for the frail elderly: Case/Care Management, Non-Medical Home Support and House Chores.

Case/Care Management will be provided through Eldersource Care Management Services, a collaborative project of Catholic Family Center and LIFESPAN. An average of 48 hours per month of case/care management will be provided (in addition to the hours already provided to the Senior Center through the Elderly Community Outreach Program funded by the Monroe County Office for the Aging). Eldersource Care Management Services include:

- Consultation. information and referral by an Eldercare Specialist to clients and caregivers.
- Service Coordination
- Comprehensive Assessment
- Development of an Individualized Care Plan
- Monitoring of Client and care plan
- Coordination and referral to all other elder services in Catholic Family Center and LIFESPAN
- Advise and support to caregivers
- Benefits counseling and assistance with processing medical claims

Non-Medical Home Support Services: The STAR Program will provide up to 33 hours per week of non-medical home support services. These services will include:

- Transportation and escort for grocery shopping, errands and banking
- Transportation to medical appointments
- Prescription pick-up
- Friendly visiting
- Essential errands

House Chores: Up to 10 chore projects will be provided to frail elderly persons who are not able to pay for such services. Performance of house chores will depend upon the availability of appropriate volunteers at the time of the request and difficulty of the project. (The Sub-recipient reserves the right to deny a chore request.) House chore projects include:

- Packing

- Yard work
- Minor and unskilled repairs

2. RECORDS & REPORTS

2.1 The Town, the United States Department of Housing & Urban Development (HUD), the Controller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, and records of the Sub-recipient that are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions. The Sub-recipient shall maintain all records for five (5) years after final reimbursement is received from the Town.

2.2 In order to receive reimbursement from the Town for services delivered under this Agreement, the Sub-recipient shall submit on a monthly basis a written request for payment accompanied by documentation that shall be in sufficient detail to provide the Town with a sound basis for effectively monitoring performance under this Agreement. All submissions for reimbursement will contain all detail required by federal program regulations, including but not limited to regulations relating to budget; service details; staffing details; salaries and indirect costs.

3. PROGRAM BUDGET & INCOME

3.1. The Town will reimburse the Sub-recipient for the delivery of services listed above, up to the amount of twenty-six thousand five hundred sixty three dollars ($26,563.00) annually. The Sub-recipient may propose adjustments or amendments to the budget, but amendments shall occur only with the written consent of the Town. No decrease in expense automatically allows shifts from one budget category to another.

3.2. Program income received by the Sub-recipient shall be used to expand current program services.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS & COMPLIANCE WITH ALL LAWS

4.1. The Sub-recipient shall comply with all applicable Federal uniform administrative requirements, as described in Section 570.502 of the HUD regulations governing the Community Development Block Grant Program.

4.2 The Contractor agrees that, during the performance of the services required pursuant to this Agreement, 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, during such performance of the services required by this Agreement. 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 Contractor to comply with applicable laws may, at the sole discretion of the Town, be deemed to constitute a material breach of the Agreement.

5. OTHER PROGRAM REQUIREMENTS

5.1. The Sub-recipient shall carry out all activities under this Agreement in compliance with all Federal laws and regulations described in Subpart K of the HUD regulations governing the Community Development Block Grant Program.

6. SUSPENSION & TERMINATION and NOTICE

6.1. The Sub-recipient may be suspended or terminated if the Town, in its sole discretion, determines that the Sub-recipient materially fails to comply with any term of this Agreement. Any such termination shall be effective upon written notice to the Sub-recipient of said reason and stating the date on which the Agreement is to be terminated.

6.2 For all purposes under this Agreement, Notice to the Town shall be tendered to the Recreation Supervisor and Director of Public Works at the address set forth above; and all Notice to the Sub-recipient shall be tendered to the Contractor's Chief Financial Officer at the office address set forth above.

7. CONTRACT DEEMED EXECUTORY

7.1. The Sub-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 Community Development Block Grant 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.

8. QUALIFICATIONS, INDEMNITY & INSURANCE

8.1 The Consultant hereby agrees that it has, or will have on its staff, and will retain during the performance of services under this Agreement, all appropriate professional personnel necessary to completely, accurately, and competently perform the work and services under the Agreement.

8.2. The Sub-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 suits, actions, 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), 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 Sub-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 Contractor's vehicles by Contractor, or its officers, employees, agents or subcontractors while utilized in the performance of the services under this Agreement, including without limitation, claims for personal injury, bodily injury, death and property damage, subject to the following:

(a). The right of indemnity includes the obligation of Sub-recipient or its insurance carrier to select counsel, and to pay the necessary costs and attorney's fees to defend any claims or lawsuits. When Sub-recipient is required to indemnify Town or its officers, employees or representatives in accordance with this Agreement, Sub-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 Sub-recipient or its carrier(s) in such defense. Sub-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 Sub-recipient or its carrier(s) of obligations hereunder or impairing the 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 Sub-recipient, its officers, employees, subcontractors or agents and the Indemnified Party in the conduct of the defense of such claim (in which case Sub-recipient shall not have the right to control the defense or settlement of such claim, on behalf of such Indemnified Party), or (ii) Sub-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 Sub-recipient. Sub-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.

(b). The terms "willful, intentional or reckless acts or omissions," "negligent acts or omissions" and "negligent use, operation or maintenance" shall not be defined beyond their ordinary usage to increase the right of indemnity.

(c). In the event of any claim or cause of action as to which both Sub-recipient and Town are found to have been negligent or have engaged in willful misconduct, each party shall be liable thereon to the extent of their relative fault.

8.3. The Consultant 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 consultant 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 Consultant agrees to maintain said insurance during the term of this Agreement.

8.4. The Consultant 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 or the State of the Consultant's residence, whichever may apply. The Consultant 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 Consultant has no employees, or if Consultant's employees are not required to be covered by Workers' Compensation. In such case, a brief letter, on the Consultant's letterhead, stating which of the above circumstances is applicable, shall be attached to, and be made a part of, this Agreement.

8.5. 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.

9. MISCELLANEOUS PROVISIONS.

9.1. 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 Sub-recipient each bind him/her/itself, partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement.

9.2. 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. The 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 or United States law, 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 alternative dispute resolution device.

9.3 Attorneys' Fees and Costs. If either party shall bring any action or proceeding against the other party arising from or relating to the Agreement, each parte shall bear its own attorneys' fees and costs, regardless of which party prevails.

9.4 Audit. The Consultant shall provide to Town, immediately upon 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 performance of the services under this agreement up to five (5) years after termination of agreement without cost to the Town.

9.5. 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.

9.6 The Consultant 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.

9.7. 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. The parties hereby acknowledge and agree that the Standard Terms & Conditions for Town of Irondequoit Contracts attached hereto are hereby incorporated by reference in their entirety and made a part of this Agreement.

9.8. Entire Agreement & Amendments. This Agreement (which includes the Standard Terms & Conditions for Town of Irondequoit Contracts) 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. Any references to this Agreement shall be deemed to include all renewals.

9.9. Survival. Town and Sub-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 the Agreement.

IN WITNESS WHEREOF, the Town of Irondequoit and Catholic Family Center enter into this Agreement as of the date first written above.

By: _____
Andrae Evans, Supervisor
Town of Irondequoit

By: _____
Kathleen A. Johnson, CFO
Catholic Family Center

ATTACHMENT A

STANDARD TERMS & CONDITIONS FOR TOWN OF IRONDEQUOIT CONTRACTS

The Contractor agrees to be bound by the following clauses, which are hereby made a part of the contract dated August 1, 2023 ("Contract"). As used herein, the word "Contractor" herein refers to Catholic Family Center, and the word "Town" herein refers to the Town of Irondequoit.

1. **SERVICES**. The Contractor shall perform the Services set forth in the Contract ("Scope of Work").

2. **TERM OF AGREEMENT**. The Contract shall be for the period from August 1, 2024through July 31, 2025, unless sooner terminated pursuant to the terms hereof.

3. **NON-ASSIGNMENT CLAUSE**. The Contract may not be assigned by the Contractor without the Town's written consent.

4. **FEES**. The Town shall pay the Contractor the fees set forth in Section 3.1 of the Contract. Payment shall be made by the Town's Accounts Payable Office upon submittal of invoice(s) approved by the Comptroller, or her designee.

5. **EXPENSES**. If permits, governmental approvals or licensing is required to perform the services provided, the Contractor agrees to apply for and obtain, at its cost and expenses such permits, approvals, or licenses.

6. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. FEDERAL EMPLOYER IDENTIFICATION NUMBER**. The Contractor agrees to file an IRS form W-9 with the Town prior to the commencement of the Contract. Supply of such form is a condition precedent to the payment by the Town of any sums owed pursuant to the Contract. All invoices or Town of Irondequoit standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Comptroller of the Town must include the payee's identification number. The number is the payee's federal Employer Identification Number (EIN). Failure to include this number may delay payment.

7. **WAIVER OF DAMAGES; INDEMNITY**. The Contractor hereby waives and releases the Town from any claims the Contractor may have at any time arising out of or relating in any way to the Contract, except to the extent caused by the Town's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the Town be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Town has been advised in advance of the possibility of such damages. This shall constitute the Town's sole liability to the Contractor and the Contractor's exclusive remedies against the Town. Except for the sole negligence or willful misconduct of the Town the Contractor shall indemnify, hold harmless and defend the Town and its Town Board, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from the Contract. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Town, and its Town Board officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or

unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with the Contract. The Contractor, at its own expense, shall defend any action brought against the Town to the extent that such action is based upon a claim that the goods or services supplied by the Contractor or the operation of such goods or services infringes a patent, trademark, or copyright or violates a trade secret. The Contractor hereby agrees to defend, indemnify and save harmless the Town against any and all liabilities, loss, damage, detriment, suit, claim, demand, cost, charge, attorneys' fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of the Contract, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of the negligent act or omission, breach, or fault of the Contractor, its agents, employees or permitted subcontractors. If a claim or action is made or brought against the Town and for which the Contractor may be responsible hereunder in whole or in part, then the Contractor shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which the Contractor is responsible as a result of this section.

8. **INSURANCE REQUIREMENTS**. The Contractor shall procure and maintain at its own expense until final completion of the work or services covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his/her/its subcontractors. **The Town of Irondequoit must be named as Certificate Holder and Additional Insured on a primary and non contributory basis on all policies.** Within ten (10) days after notice of award, the Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that he/she/its has complied with all insurance requirements set forth herein, such evidence shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Town. **Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder and an Additional Insured. A policy endorsement from the Contractor's carrier is required.** Except for workers' compensation insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract. These requirements shall survive the expiration and termination of this Contract. The kinds and amounts of insurance are as follows:

   A. WORKERS' COMPENSATION AND DISABILITY INSURANCE: The Contractor must request and complete a waiver form and furnish the Town with an original, if it is not required to carry workers' compensation and or disability insurance. Otherwise, the Contractor shall maintain statutory workers' compensation and disability insurance coverage as required by law.

   B. BUSINESS LIABILITY INSURANCE: The Contractor shall procure and maintain an insurance policy covering the liability for damages imposed by law upon the Contractor with respect to all work performed by it and any employee, agent or permitted subcontractor under the Contract. All of the following coverage shall be included:

   Comprehensive Form
   Business Liability Insurance covering the Hold Harmless Provision
   Broad Form Property Damage
   Independent Contractors
   Personal Injury
   Products and Completed Operations

   Coverage must be written by an insurance company lawfully authorized to do business in New York State. Such insurance coverage will protect the Contractor from all which may arise out of or

result from the Contractor's operations or those of its employees, agents or authorized subcontractors under the Contract and for which the Contractor may be legally liable, including without limitation, the following:

1. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees.

2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

3. Claims for damages because of bodily injury, death or property damage arising out of ownership, maintenance or use of a motor vehicle.

4. Claims involving contractual liability insurance applicable to the Contractor's obligations contained herein.

9. **RELATIONSHIP OF PARTIES**. With regard to performance under the Contract, the Contractor is an independent contractor and not an officer, agent, partner, joint venture partner, or employee of the Town. The Contractor shall not, at any time or in any manner, represent that it or any of its agents or employees is in any manner an agent or employee of the Town.

10. **TOWN REPRESENTATIVE**. The Town Supervisor or his/her designee shall represent the Town in the implementation of the Contract.

11. **SEVERABILITY; GOVERNING LAW**. The invalidity of any portion of the Contract shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Contract 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 Contract, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Contract shall be brought 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.

12. **EQUAL OPPORTUNITY EMPLOYER**. The Contractor, in the execution of the Contract, certifies that it is an equal employment opportunity employer.

13. **BOARD AUTHORIZATION**. The effectiveness of the Contract is expressly conditioned upon the express approval and ratification by the Town Board of the Town of Irondequoit.

14. **ATTORNEYS' FEES AND COSTS**. If either party shall bring any action or proceeding against the other party arising from or relating to the Contract, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

15. **AMENDMENTS**. The Contract may be amended only in a writing signed by both parties. If there is a conflict between the terms that are set forth in the Contract and these Standard Terms & Conditions for Town of Irondequoit Contracts, the provisions of these Terms & Conditions for Town of Irondequoit Contracts set forth herein will control.

CATHOLIC FAMILY CENTER **TOWN OF IRONDEQUOIT**

By: _____
Kathleen A. Johnson, CFO

By: _____
Andrae Evans, Supervisor

Resolution No. 2024-_____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE HOUSING COUNCIL AT PATHSTONE FOR HOUSING COUNSELING SERVICES TO LOW- AND MODERATE-INCOME RESIDENTS AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2024 THROUGH JULY 31, 2025

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 16th day of July 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, it is necessary to secure the services of the Housing Council at PathStone to provide a comprehensive program of services pertaining to housing and home ownership to low- and moderate-income residents of the Town; and

WHEREAS, the Housing Council at PathStone has submitted a proposal for the twelve (12) month period from August 1, 2024 through July 31, 2025 for the total amount of $26,563. Proposal attached as **Attachment A** hereto; and

WHEREAS, the Housing Council at PathStone's program was part of the Irondequoit 2024 Community Development Block Grant Program adopted by the Town Board pursuant to Resolution 2024-122; and

WHEREAS, funding for this service is available in the Community Development Block Grant as a public service program expense.

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with the Housing Council at PathStone for services pertaining to housing and home ownership to low- and moderate-income residents of Irondequoit as approved through the Community Development Block Grant during the

grant period from August 1, 2024 through July 31, 2025 in the amount of $26,563, a copy of which is attached as **Attachment B** hereto.

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_____

The Housing Council at PathStone



2024 Community Development Block Grant Application for Funding and Proposal Form

TOWN OF IRONDEQUOIT

HOUSING STABILITY PROGRAM

Application Submitted by

Mary Leo, Executive Director
THE HOUSING COUNCIL AT PATHSTONE | 75 COLLEGE AVE., ROCHESTER NY 14607
T 585-546-3700, ext. 3033
mleo@pathstone.org

March 21, 2024

IRONDEQUOIT COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM YEAR AUGUST 1, 2024 through JULY 31, 2025
APPLICATION FOR FUNDING & PROPOSAL FORM

The submission deadline is Friday, March 22, 2024. Funding (cash flow) for proposed activities will probably not be available until October, 2024.
The CDBG program's primary objective is the development of viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, **principally for low- and moderate-income persons.**

Send your application to: Comptroller
Town of Irondequoit
1280 Titus Ave.
Rochester, NY 14617
comptroller@irondequoit.gov

1. **Name of Proposed Activity:** 2024 Housing Stability Program

   Name of Sponsor Organization: The Housing Council at PathStone

2. **Description of Proposed Activity:**

   See ATTACHMENT 1

3. **Location and Address of Proposed Activity:**

   75 College Ave., 4th Floor
   Rochester, NY 14607

4. **Amount of CDBG Funds Requested for this Activity:** $ 36,000

5. **What situation, demonstrated need, or problem will this activity correct and how?**

   See ATTACHMENT 2

6. **Number of activity beneficiaries:**

Up to 24 homeowners

7. **Are the majority of activity beneficiaries low / moderate income persons?** Yes X No ____

	Yes	No
Elderly	____	X
Handicapped	____	X

8. **Describe any environmental concerns associated with the proposed activity:**

N/A

9. **How will this activity be implemented?**

A. Competitive Bid	____
B. Requests for Proposals	____
C. Force-Account	____
D. Other (describe)	X This program is part of ongoing services provided by The Housing Council

10. **What will your department or organization contribute to this activity?**

A. Capital	$____
B. Administration	$____
C. Engineering / Planning	$____
D. Other (describe)	$ 30,000 HUD Housing Counseling funds
Total amount leveraged	$ 30,000

11. **When will the proposed activity begin and when will it be completed?**

Starting Date: 08/01/2024 Completion Date: 07/31/2025

12. **How will you ensure the timely implementation of this activity, and what criteria will be used to judge the activity's success?**

See Attachment 3

* For Public Works projects or studies, please complete the attached Estimated Budget form.

Proposal Submitted by: Mary Lee **Title:** Executive Director

Date: 03/20/24

USE THIS FOR PUBLIC WORKS PROJECTS OR STUDIES, ETC.

ESTIMATED BUDGET

ITEM	CDBG FUNDS	APPLICANT'S FUNDS	OTHER FUNDS	TOTAL COST
Engineering/ Architectural Services	$	$	$	$
Construction	$	$	$	$
Other (please list)	$ 36,000	$ 30,000	$	$ 66,000
Total	$ 36,000	$ 30,000	$	$ 66,000

If project involves improvements to sidewalks, sewers, water lines, etc., please provide Total either Linear Footage: _____ or Square Footage: _____

Will the proposed project be partially funded by another government program or funding source?
If so, please describe: Any new cases beyond the 24 homeowners served by the Town of Irondequoit funding, we will able to leverage a reimbursement program using a HUD Housing Counseling grant

** Be sure to include funds leveraged by other sources in the above budget. Also, if you have a budget from another funding source, please attach it to this proposal.

ATTACHMENT 1

Question 2. Description of Proposed Activity:

With over fifty years of dedicated service to the greater Rochester community, the Housing Council at PathStone is committed to addressing social and economic disparities while delivering quality participant services. Our array of housing counseling services spans pre- and post-home purchase education, mortgage delinquency and default resolution counseling, reverse mortgage guidance, fair housing advocacy, and rental counseling. Our team of expertly trained and HUD-certified Housing Counselors equips both current and prospective homeowners and renters with the necessary tools to make informed decisions regarding their housing choices, considering their financial circumstances.

Our initiatives cater to the complete spectrum of housing requirements for Irondequoit residents, encompassing rental assistance, first-time home purchases, and ongoing homeowner support. As a trusted local agency endorsed by HUD, we prioritize enhancing financial literacy in homeownership, preventing foreclosures, and enhancing rental-housing opportunities, all aimed at enhancing the economic stability and mobility of our clients.

The Housing Council seeks to continue assisting the Town of Irondequoit with three of its major objectives, in alliance with the Town of Irondequoit Consolidated Plan 2020-2024: 5-Year Consolidated Plan:

- Providing necessary services to low income and elderly residents
- The maintenance and improvement of Irondequoit's existing housing stock
- The provision of supportive services to Irondequoit's residents, specifically those who are low- and moderate-income and senior residents

The Housing Council proposes to address these issues and serve Irondequoit residents through housing stabilization services:

- By assisting low- to moderate-income families in creating wealth through successful budget management and coordination of housing resources, creating stable environments for their families.
- Through proactive measures, The Housing Council strives to aid low- to moderate-income families in preserving their wealth, thereby fostering greater community-wide prosperity and neighborhood stability by ensuring residents maintain and enhance their existing assets.

It is a requirement that all Housing Council staff be trained in Pre- and Post-Purchase, as well as Foreclosure Intervention and Default Counseling, within six months of hire. As per HUD regulations, all counselors must earn HUD Housing Counselor certification within one year of hire. Each counselor must also review the code of ethics and sign a form annually that is kept on file with The Housing Council and with NeighborWorks Center for Homeownership Education and Counseling. With 50 years of agency experience, our HUD-certified, bi-lingual staff is uniquely qualified to meet the needs of Irondequoit residents. In total, the staff has a combined 60+ years of experience in housing counseling, assisting the most vulnerable households with a full range of housing services. As a HUD Certified service provider, we provide accommodation for all requests related to disability and language translation to decrease barriers to our services.

Irondequoit residents can currently receive any of our services with a HUD-certified housing counselor via phone, Zoom or an in-person appointment. Services are also provided via our Housing Hotline, which addresses individual concerns around all manner of housing issues. Additionally, our website is available 24/7 with resources and information.

SCOPE OF WORK

Comprehensive Housing Counseling Services – 2024 Program Year

1. The Housing Council will provide foreclosure prevention services for up to twenty-four (24) low and moderate Town of Irondequoit homeowners with conventional, FHA and VA delinquent mortgages.
2. The Housing Council will provide post purchase counseling and education services to residents.
3. The Housing Council will provide counseling services to up to four (4) Home Equity Conversion Mortgage (HECM) qualifying low-income, senior borrowers residing in the Town of Irondequoit.
4. The Housing Council will connect with homeowners, as needed, residing in Irondequoit by researching foreclosure filings from the Monroe County Clerk's website and generating informational materials regarding foreclosure prevention, encouraging the homeowner to seek assistance.
5. The Housing Council will provide Housing Hotline services for property owners residing in the Town of Irondequoit as requested by those residents.
6. Copies of the Rental Registry will be available to residents of the Town of Irondequoit upon request and on The Housing Council website.

To receive services from The Housing Council's Foreclosure Prevention program, Irondequoit residents must meet the following requirements:

1. Client's name must be on the deed and mortgage
2. Client must currently live in the house.

The client can be current or years behind on their mortgage. The only situation that disqualifies an individual from our program is if their home has officially foreclosed, as they are no longer the legal owner of the home. We will refer to legal services in this scenario. For all such services there is no charge and all information is kept confidential.

Initial intake for clients will take place during a one- to two-hour session that is either held in person, via Zoom, or over the phone. Clients who enter the program currently in foreclosure spend three to five hours at a Settlement Conference – the meeting at court between a homeowner, court, and bank, to see if the foreclosure can be resolved by working out a payment plan with the bank. The Housing Council strives to keep the burden off the client and acts as an intermediary between the lender, servicer, attorney, and courts, making the process shorter and less stressful for the participants than attempting this process on their own. Housing Counselors will work with each client for an average of six to twelve months, or until a successful outcome is reached. The case is monitored for 12 months after their case is closed, to determine whether the household maintains the negotiated agreement and does not lose their home to foreclosure. Cases are entered into a client data management system to track outcomes and create reports.

Irondequoit homeowners with legal issues have the benefit of specialized legal assistance through our partnership with Empire Justice Center. They provide in-depth legal assistance to homeowners. JustCause, a volunteer legal services organization, prepares cases for the pro bono attorney.

The types of services which will be provided include:

- Counseling sessions: offered in person, by phone, or virtually to accommodate with the homeowners' schedule or preference.
- Initial evaluation: each client's individual financial situation is assessed to determine what options would are best suited.

- Client meeting with a Foreclosure Prevention Counselor: a thorough review of the client's finances, lender documents and correspondence is completed. The Housing Council at PathStone has created a thorough Foreclosure Assessment to be completed with the client. The client is required to provide their counselor with proof of income, and each counselor uses the Foreclosure Assessment to gather every detail regarding the client's monthly income and expenses and assist them in creating a manageable budget.
- The counselor assessment: the homeowner is in the foreclosure process, if they require mitigation, what their financial situation is currently and how to proceed in the process.
- Referrals: any outside resources to address any immediate client needs, such as medical, food, legal assistance and employment opportunities. Information about government resources is provided.

For all of Monroe County, the Foreclosure Program's current success rate is 90%, as determined by a two-years post search of titles of every client via the Monroe County Clerk's office. This information is used to determine the success rate of the program and its impact on our community, as well as gather reporting data for funders.

HECM Reverse Mortgages

The Reverse Mortgage Counseling Program covers the Home Equity Conversion Mortgage (HECM) which allows homeowners ages 62 years and older to draw on the equity in their homes, if they qualify. The Housing Council currently has two HECM certified housing counselors. It is their duty to ensure the homeowner fully understands the loan before they decide to close. The Housing Council does not approve HECM loans but provides certificates to homeowners who can fully demonstrate a complete understanding of the loan's benefits and costs, which FHA requires to complete the loan underwriting process. This service safeguards the equity of seniors who are Town of Irondequoit residents.

The Housing Council engages in proactive outreach to previous clients. Homeowners may be reluctant to ask for assistance, overwhelmed by bills or additional pressures. In response, we have created outreach campaigns for homeowners who have purchased a home in the previous two years to provide preventative counseling and guidance, before larger financial issues ensue. Our marketing plans specifically target Irondequoit residents for services. This plan incorporates our HUD approved, Affirmatively Furthering Fair Housing strategy to ensure those least likely to apply are aware of our services. The Housing Council also proactively markets our services online, through community partners and local media, and can provide materials for the Town of Irondequoit's distribution. As our capacity allows, The Housing Council will attend any appropriate events to promote our services.

Additional Programs for Homeowners

Our course tailored for new homeowners, titled "Successful Homeownership: What Every Homeowner Should Know," encompasses vital subjects including emregncy preparedness, property upkeep, strategizing for future maintenance and repairs, community resources for home maintenance support, and additional resources and supports that may be available. Homeowners who need more specialized one-on-one housing counseling can meet with a Housing Counselor to address their specific concerns. Many homeowners are struggling with repairs and other housing needs that may cause them to fall behind on future mortgage and tax payments. We are marketing to homeowners who may be struggling with financial and housing issues and educating them early for future needs to prevent mortgage and tax defaults. These services also preserve equity and improve the housing stock by increasing awareness and access to home repair programs.

Home repair grant programs are crucial in helping to maintain existing housing stock, especially for communities such as Irondequoit with its older housing stock. The process to apply for home repair or rehabilitation grants can be complicated and overwhelming for some, especially if there are language or technology barriers. Homeowners who are unable to complete this process on their own risk missing out on

funding and further deterioration of their home. Therefore, The Housing Council is offering Irondequoit residents one-on-one assistance with the repair grant application process. When the Town of Irondequoit identifies homeowners who may be struggling with an application, they can directly refer to The Housing Council for help. A Housing Counselor will meet with the homeowner, review their budget and identify additional housing and financial resources that may be beneficial. We will assist the homeowner by ensuring the application is complete and submitted with all required documentation.

Low- and moderate-income renters are also in need of assistance navigating the affordable housing application process and are especially vulnerable to becoming unhoused. The Housing Council continues to seek partnerships with community agencies to increase our reach and deepen our effectiveness. We seek opportunities to provide training on budgeting, renter responsibilities, healthy homes, and lead paint poisoning prevention. Our Keys To Renting course is open to all Monroe County residents at or below 200% of the federal poverty level, and one on one counseling is offered to those at risk of eviction.

All Housing Council services include Fair Housing Education and clients will be referred to legal services as needed.

ATTACHMENT 2

Question 5. What situation, demonstrated need, or problem will this activity correct and how?

The Town of Irondequoit has been recognized as one of the top housing markets nationwide, with indications of continued substantial combined increases in home sales and listing prices. Despite its relative affordability compared to other regions, low- to moderate-income households wishing to transition from renting to homeownership are encountering challenges. This situation intensifies the strain on tenants through escalating rents and diminishes market inventory as existing homeowners hesitate to relocate.
The confluence of these factors, coupled with rising interest rates, compounds the pressure on tenants, prospective homebuyers, and current homeowners alike. The Housing Council aims to offer comprehensive financial coaching, resources to stabilize tenancy, and a robust pathway to homeownership for individuals of low or moderate income. Additionally, there is a notable uptick in foreclosures, some of which can be attributable to increasing tax rates.

For many homeowners, the process and paperwork required for foreclosure prevention can be complicated. We work with homeowners who qualify for forbearances but may not qualify for a permanent solution to bring their mortgage current. Our Housing Counselors assist in navigating these processes and advocate for the best remedy for the homeowner, not the lender. The Housing Council monitors the long-term success of these cases by reviewing County Clerk records one and two years after a file is closed for documentation of a foreclosure action post counseling.

Housing counseling empowers Irondequoit residents by providing them with knowledge and information needed to safeguard and improve their financial, as well as physical and mental health. Family and community stability can be supported by helping residents find solutions to their specific situations. Our program will assist residents by assessing their financial situation, evaluating their options, and developing a personalized plan to keep them in their current home. In addition, referrals for complimentary services will help provide a holistic, individualized support system.

Homeowners and their families facing foreclosure are often already facing trauma from a precipitating event – loss of employment, illness, divorce, etc. - that can drain a family's finances and strain coping mechanisms. The processes of foreclosure, navigating the court system, and a lack of understanding of terminology can be confusing and intimidating. Many of our clients experience shame and fear. All of which can exacerbate any existing chronic conditions, increase social isolation and negatively affect mental well-being, particularly in an older population.

Our Foreclosure Prevention Counselors advocate for our clients with the lenders and servicers by managing the loss mitigation processes. Counselors are available to answer any questions about loss mitigation options, workouts with lender/servicer and the foreclosure process. While working with a Foreclosure Prevention Counselor, the homeowner receives extensive budget counseling, ensuring long-term sustainability. Information on multiple outside resources and referrals for immediate needs, including medical, food, legal assistance, or employment opportunities are provided based on individual need. The homeowner is educated about additional community and government resources. By acting as a trusted partner for our clients, we are providing them with the opportunity to heal and move forward. In turn, these homeowners create better stability and maintain higher property values for their neighborhood.

Many renter households struggle to find quality housing that is also affordable. The Housing Council's services include providing support and guidance to tenants in the community to assist them in achieving their highest level of self-sufficiency. Clients are referred to fair housing enforcement agencies to file complaints about potential fair housing complaints to HUD. Stability counseling is currently offered to assist individuals in identifying housing and community needs, such as locating community resources for security deposit assistance, employment, and schools for children outside of poverty concentration areas.

By providing support, education and resources to Town of Irondequoit residents and future residents, The Housing Council's Housing Stability Program offers a unique solution to the community. Benefits extend to the individual, their families, their neighborhood and their community. The end goal of all activities is that families in the Town of Irondequoit are supported and strengthened, while neighborhoods gain increased stability.

The Housing Council seeks to offer continued support and solutions so that low- to moderate- income families, especially those in communities feeling the most impact, can build equity and remain in their homes during this crisis and beyond.

ATTACHMENT 3

Q12. How will you ensure the timely implementation of this activity, and what criteria will be used to judge the activity's success?

The Housing Council has 50+ years of experience working directly with historically underserved communities and managing government and institutional grants. We have administered grants for local municipalities, New York State, private foundations and federal programs in support of our mission, including many years of CDBG funds. All staff are HUD-certified and management has more than 40 years' combined experience. The program's success will be determined by the attainment of goals discussed in the Scope of Work. Throughout the entire process, data is collected and entered into the Housing Council's Customer Relationship Software, CounselorMax. Counselors will meet regularly to review how the program, including the one-on-one counseling sessions, are progressing and will report any issues or suggestions to their supervisor. Client progress will be continuously monitored and adjusted, as needed. The program director will also provide continuous support and feedback to the counselors and intake processors, with any necessary adjustments made. All funders will receive reports on the progress of the program at regular intervals. In addition, clients will be surveyed and monitored for review. All data is analyzed at the end of the program.

For all of Monroe County, the Foreclosure Program's current success rate is 90%, as determined by a two-years post search of titles of every client via the Monroe County Clerk's office. This information is used to determine the success rate of the program and its impact on our community, as well as gather reporting data for funders.

Several factors contribute to the success of Housing Council's cases. In addition to caring, professional staff, maintaining a working relationship with various lenders has helped to build partnerships. The expertise and training of our foreclosure prevention staff provides an unmatched service to our community.

AGREEMENT

between

THE TOWN OF IRONDEQUOIT

and

THE HOUSING COUNCIL at PathStone

August 1, 2024 – July 31, 2025

AGREEMENT

This Agreement, made this 1st day of August, 2024, by and between the Town of Irondequoit, a municipal corporation with offices at 1280 Titus Avenue, Rochester, New York, 14617 (hereinafter referred to as the "TOWN"), and The Housing Council at Pathstone, 75 College Avenue, 4th floor, Rochester, New York, 14607 (hereinafter referred to as the "CONTRACTOR").

WITNESS:

WHEREAS, under Title I of the Housing and Community Development Act of 1974 (hereinafter "Act"), the Secretary of United States Department of Housing and Urban Development (hereinafter "HUD") is authorized to make grants to units of general and local government to help finance community development programs; and

WHEREAS, there exists statutory authority under the laws of the State of New York for units of general local government to undertake a community development program in a form approved by HUD; and

WHEREAS, HUD has approved such a program for implementation pursuant to the terms of the Act; and

WHEREAS, the TOWN desires to provide qualifying low- and moderate-income residents with a comprehensive program of services, counseling, information provision, referral and technical assistance related to housing; and

WHEREAS, the CONTRACTOR has demonstrated the capability of devising and implementing such programs and undertaking such services.

NOW, **THEREFORE**, it is mutually covenanted and agreed by and between the parties hereto as follows:

I. OBLIGATIONS OF THE CONTRACTOR:

A. Scope of Services.

1. The CONTRACTOR will provide foreclosure prevention services for up to twenty-four (24) low- and moderate-income Town of Irondequoit homeowners with conventional, FHA and VA delinquent mortgages. The CONTRACTOR will perform a search of titles of every Foreclosure Prevention client in the Monroe County Clerk's office after one full year to determine the client's long-term ability to maintain negotiated agreements and the viability of repayment agreements negotiated by the CONTRACTOR. The CONTRACTOR will analyze foreclosures of all Monroe County residential mortgage loans.

2. The CONTRACTOR will provide counseling services to up to four (4) HECM borrowers residing in the TOWN.

3. The CONTRACTOR will research 90-day notices on a quarterly basis and provide to the TOWN to reach residents in mortgage default.

4. The CONTRACTOR will increase outreach and marketing efforts through mailings, attending events in the TOWN and advertising.

5. The CONTRACTOR will provide Housing Hotline counseling services for property owners residing in the TOWN as requested by those residents.

6. Copies of the Rental Registry will be available to residents of the TOWN upon request and on the Housing Council website.

B. Reporting.

CONTRACTOR agrees to submit to the TOWN monthly reports and a cumulative final report describing activities and services performed by the CONTRACTOR, identifying project status and accomplishments and tabulating the number of persons assisted by income, gender, race and ethnic characteristics and current census tract of residence. CONTRACTOR will also indicate for informational purposes the total number of TOWN households assisted by CONTRACTOR beyond this Agreement and funded by HUD under CONTRACTOR's HUD Comprehensive Housing Counseling contract. The cumulative final report will be submitted no later than 30 calendar days after the termination or conclusion of this Agreement.

CONTRACTOR further agrees to report quarterly the number of clients counseled and the disposition of each case. At the end of the program year, the CONTRACTOR will provide a "Final Report of Activities," presenting aggregate production under this contract and all other existing contracts.

II. COMPENSATION:

It is agreed that the TOWN shall pay the CONTRACTOR for the services contained herein the total sum of Twenty-six Thousand five hundred sixty three and 00/100 Dollars ($26,563.00). Such sum shall be paid to CONTRACTOR in twelve (12) equal monthly installments of Two Thousand two hundred thirteen and 58/100 Dollars ($2,213.58).

III. TERM:

The term of service under this Agreement shall be for twelve (12) consecutive months commencing August 1, 2024 and terminating July 31, 2025.

IV. COMPLIANCE WITH GRANT AGREEMENT:

CONTRACTOR agrees to adhere to all terms and conditions of this Agreement. CONTRACTOR further agrees that all activities performed under this Agreement will be performed consistent with the requirements of Community Development Block Grant Regulations (24 CFR Part 570), and all other applicable government regulations.

V. COMPLIANCE WITH FEDERAL REQUIREMENTS:

As the indirect recipient through this Agreement of funds from the United States Department of Housing and Urban Development, CONTRACTOR agrees to comply fully with, and to cooperate fully with the TOWN in its efforts to comply with the terms and requirements of the Federal Single Audit Act of 1984, as the same may be amended from time to time (the "Act").

CONTRACTOR agrees to perform or cause to have performed all examinations and audits, to retain all documents and records and otherwise to take or cause to have taken such other action as may be required pursuant to the Act, OMB Circulars A-128, A-110 and A-133 issued by the Office of Management and Budget of the United States (collectively, the "Circulars"), to the extent applicable, and such other circulars, interpretations, opinions, rules or regulations as may, from time to time, be issued or promulgated pursuant to or in connection with the Act.

CONTRACTOR also agrees that, promptly upon completion, one (1) copy of all such examinations or audits shall be delivered to the TOWN.

Furthermore, CONTRACTOR shall, upon request of the TOWN, provide the TOWN such documentation, records, information and data and respond to such inquiries as the TOWN may deem necessary or appropriate and shall fully cooperate with independent auditors to have access and to examine and copy all records, documents, reports, and financial statements as may be necessary to comply or to assure or monitor compliance with the Act, the Circulars and such other circulars, interpretations, opinions, rules or regulations as may, from time to time, be issued or promulgated pursuant to or in connection with the Act.

VI. ASSET DISPOSITION:

In the event that CONTRACTOR will purchase assets with a unit acquisition cost of $1,000 or greater (nonexpendable property), in whole or in part, with the funds from this Agreement, CONTRACTOR agrees that the use and disposition of the property will be governed by the property management standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200 (the "Uniform Requirements"). Generally, such assets shall be returned, or other compensation made, to the TOWN when the property is no longer needed in the project or program for which it was provided.

VII. PROHIBITION AGAINST DISCRIMINATION:

CONTRACTOR hereby acknowledges that the funds provided by the TOWN under this Agreement result from a contract between the TOWN and the United States Department of Housing and Urban Development under the Community Development Act of 1974.

CONTRACTOR specifically agrees that it will carry out its work and obligations under the terms of this Agreement pursuant to the provisions of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, which acts prohibit discrimination on the basis of race, creed, sex, familial status, age, handicap or national origin. CONTRACTOR agrees to

administer the Program in accordance with the provisions of the Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 109 of the Housing and Community Development Act of 1974, as amended, which acts prohibit discrimination against persons with disabilities under any program or activity receiving Federal financial assistance. CONTRACTOR further agrees to abide by the provisions of Article 15 (§§290-302) of the Executive Law of the State of New York with respect to unlawful discriminatory practices. Such provisions of law are incorporated into this Agreement as if set forth herein in full.

VIII. INSPECTION OF RECORDS:

CONTRACTOR agrees that the TOWN or any of its duly authorized representatives, including HUD, may inspect and audit all records, books, papers and documents associated with this Agreement and further agrees to maintain for a period of five (5) consecutive years following the termination of this Agreement all records, reports and other documentation arising out of the performance of this Agreement.

IX. SUSPENSION AND TERMINATION:

The TOWN may suspend or terminate the work of CONTRACTOR in whole or in part under this Agreement whenever CONTRACTOR shall default in the performance of this Agreement in accordance with its terms and shall fail to cure or diligently begin to cure such default within a period of ten (10) calendar days (or such longer time as the TOWN may allow) after delivery by the TOWN to CONTRACTOR of a notice specifying the default.

Termination or suspension shall be affected by written notice to CONTRACTOR and shall be effective immediately. CONTRACTOR shall be paid in full for all work performed until the date of termination provided that the TOWN may deduct from any funds due to CONTRACTOR any reasonable cost incurred by the TOWN as a result of CONTRACTOR's default. Default by CONTRACTOR may result in the prohibition of the CONTRACTOR from entering any future Agreements with the TOWN or from acting as a sub-grantee of the TOWN for the purpose of carrying out the Community Development Program. In addition to the foregoing, this Agreement may be terminated for convenience in accordance with the Uniform Requirements.

X. PROHIBITION AGAINST ASSIGNMENT:

CONTRACTOR agrees that it is prohibited from assigning, transferring, conveying or otherwise disposing of this Agreement or any of its contents, or of its right, title or interest therein, or of its power to execute such contract to any other person or corporation without the previous written consent of the TOWN.

XI. WORKERS COMPENSATION & DISABILITY BENEFIT LAWS:

CONTRACTOR certifies that it is in compliance with the New York Workers' Compensation and Disability Benefits Law, and certificates evidencing compliance therewith are attached.

XII. CONTRACT DEEMED EXECUTORY:

CONTRACTOR specifically agrees that this Agreement shall be deemed executory only to the extent of monies available for the purpose of this Agreement and that no liability for services performed under this Agreement shall be incurred by the TOWN beyond the monies available for the said purpose.

XIII. EXTENT OF AGREEMENT:

This Agreement and the Standard Terms & Conditions for Town of Irondequoit Contracts constitute the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by his authorized agent.

XIV. STATUS AS INDEPENDENT CONTRACTOR:

The CONTRACTOR, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the TOWN by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the TOWN, including, but not limited to Workers' Compensation Coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership or credit.

XV. LAW:

This Agreement shall be governed by and under the laws of the State of New York.

XVI. SEVERABILITY:

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to laws of the State of New York.

XVII. HOLD HARMLESS:

CONTRACTOR shall indemnify and save the TOWN harmless from and against any and all claims, liabilities and errors or omissions of CONTRACTOR, its partners, offices, agents or employees. CONTRACTOR shall defend all such lawsuits in the name of the TOWN, commenced in connection with the aforesaid acts, etc. when applicable, and shall pay all costs and judgments which shall issue therefrom; provided, however, that CONTRACTOR shall not indemnify the TOWN from its own negligence, errors or omissions or those of its agents, officers and employees.

XVIII. PROHIBITIONS:

A. CONTRACTOR agrees that no amount of funds provided under this Agreement will be used directly or indirectly for any partisan political activity, or to further the election or defeat of any candidate for public office.

B. CONTRACTOR agrees that no amount of funds provided under this Agreement will be used directly or indirectly for publicity or lobbying purposes designed to support or defeat legislation pending before the United States Congress, the Legislature of the State of New York, the Monroe County Legislature or the Irondequoit Town Council. Notwithstanding the above, nothing contained herein shall prohibit CONTRACTOR from developing and forwarding to appropriate officials' specific recommendations for programs, regulations, and/or institutional arrangements which arise from the experience and findings of this program.

C. CONTRACTOR agrees that no member, officer or employee of the CONTRACTOR will have any monetary interest in or derive monetary benefit directly or indirectly from any ensuing contract or subcontracts or proceeds thereof for work funded under this Agreement.

XIX. STANDARD TERMS & CONDITIONS FOR TOWN OF IRONDEQUOIT CONTRACTS:

The parties hereby acknowledge and agree that the Standard Terms & Conditions for Town of Irondequoit Contracts attached hereto are hereby incorporated by reference in their entirety and are made part of this Agreement.

XX. AUTHORIZED AGENT:

A. The TOWN hereby designates:

Diana Marsh, Comptroller
Town of Irondequoit, New York
1280 Titus Avenue.
Rochester, NY 14617

B. The CONTRACTOR hereby designates:

Susan Boss, Executive Director
The Housing Council at Pathstone.
75 College Ave.
4th floor
Rochester, NY 14607

or their authorized representatives in case of absence, as authorized agents of the TOWN and the CONTRACTOR respectively for the receipt of all notices, demands, vouchers, orders, permission, directions and other communications pursuant to this Agreement, if dispatched by registered or certified mail, postage pre-paid or delivered personally to the Authorized Agents

designated herein. The parties reserve the right to designate other or additional Authorized Agents upon written notice to the other.

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

[Signature Page Follows]

TOWN OF IRONDEQUOIT

By: _____
Andrae Evans, Supervisor

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this __ day of _____, 2024, before me personally came **Andrae Evans**, to me known, who being by me duly sworn, did depose and say that he resides in the Town of Irondequoit, Monroe County, New York, that he is the **Supervisor** of the Town of Irondequoit, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the Town of Irondequoit.

_____
Notary Public

THE HOUSING COUNCIL at PathStone

By: _____
Mary Leo,
Executive Director

STATE OF NEW YORK)
COUNTY OF MONROE)SS:

On this __ day of _____, 2024, before me personally came **Mary Leo**, to me known, who duly sworn, did depose and say that she resides in Monroe County, New York; that she is

the **Executive Director** of The Housing Council at PathStone, the corporation described in and which executed the foregoing instrument; that she signed her name thereto by order of the Board of Directors.

_____

Notary Public

ATTACHMENT A

STANDARD TERMS & CONDITIONS FOR TOWN OF IRONDEQUOIT CONTRACTS

The Contractor agrees to be bound by the following clauses, which are hereby made a part of the contract dated _____ ("Contract"). As used herein, the word "Contractor" herein refers to The Housing Council at PathStone, and the word "Town" herein refers to the Town of Irondequoit.

1. **SERVICES**. The Contractor shall perform the Services set forth in the Contract ("Scope of Work").

2. **TERM OF AGREEMENT**. The Contract shall be for the period from August 1, 2024 through July 31, 2025, unless sooner terminated pursuant to the terms hereof.

3. **NON-ASSIGNMENT CLAUSE**. The Contract may not be assigned by the Contractor without the Town's written consent.

4. **FEES**. The Town shall pay the Contractor the fees set forth in Section II. of the Contract. Payment shall be made by the Town's Accounts Payable Office upon submittal of invoice(s) approved by the Comptroller, or her designee.

5. **EXPENSES**. If permits, governmental approvals or licensing is required to perform the services provided, the Contractor agrees to apply for and obtain, at its cost and expenses such permits, approvals, or licenses.

6. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. FEDERAL EMPLOYER IDENTIFICATION NUMBER**. The Contractor agrees to file an IRS form W-9 with the Town prior to the commencement of the Contract. Supply of such form is a condition precedent to the payment by the Town of any sums owed pursuant to the Contract. All invoices or Town of Irondequoit standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Comptroller of the Town must include the payee's identification number. The number is the payee's federal Employer Identification Number (EIN). Failure to include this number may delay payment.

7. **WAIVER OF DAMAGES; INDEMNITY**. The Contractor hereby waives and releases the Town from any claims the Contractor may have at any time arising out of or relating in any way to the Contract, except to the extent caused by the Town's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the Town be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Town has been advised in advance of the possibility of such damages. This shall constitute the Town's sole liability to the Contractor and the Contractor's exclusive remedies against the Town. Except for the sole negligence or willful misconduct of the Town the Contractor shall indemnify, hold harmless and defend the Town and its Town Board, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from the Contract. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Town, and its Town Board officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with the Contract. The Contractor, at its own expense, shall defend any action brought against the Town to the extent that such action is based upon a claim

that the goods or services supplied by the Contractor or the operation of such goods or services infringes a patent, trademark, or copyright or violates a trade secret. The Contractor hereby agrees to defend, indemnify and save harmless the Town against any and all liabilities, loss, damage, detriment, suit, claim, demand, cost, charge, attorneys' fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of the Contract, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of the negligent act or omission, breach, or fault of the Contractor, its agents, employees or permitted subcontractors. If a claim or action is made or brought against the Town and for which the Contractor may be responsible hereunder in whole or in part, then the Contractor shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which the Contractor is responsible as a result of this section.

8. INSURANCE REQUIREMENTS. The Contractor shall procure and maintain at its own expense until final completion of the work or services covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his/her/its subcontractors. **The Town of Irondequoit must be named as Certificate Holder and Additional Insured on a primary and non contributory basis on all policies.** Within ten (10) days after notice of award, the Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that he/she/its has complied with all insurance requirements set forth herein, such evidence shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Town. **Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder and an Additional Insured. A policy endorsement from the Contractor's carrier is required.** Except for workers' compensation insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract. These requirements shall survive the expiration and termination of this Contract. The kinds and amounts of insurance are as follows:

A. WORKERS' COMPENSATION AND DISABILITY INSURANCE: The Contractor must request and complete a waiver form and furnish the Town with an original, if it is not required to carry workers' compensation and or disability insurance. Otherwise, the Contractor shall maintain statutory workers' compensation and disability insurance coverage as required by law.

B. BUSINESS LIABILITY INSURANCE: The Contractor shall procure and maintain an insurance policy covering the liability for damages imposed by law upon the Contractor with respect to all work performed by it and any employee, agent or permitted subcontractor under the Contract. All of the following coverage shall be included:

Comprehensive Form
Business Liability Insurance covering the Hold Harmless Provision
Broad Form Property Damage
Independent Contractors
Personal Injury
Products and Completed Operations

Coverage must be written by an insurance company lawfully authorized to do business in New York State. Such insurance coverage will protect the Contractor from all which may arise out of or result from the Contractor's operations or those of its employees, agents or authorized

subcontractors under the Contract and for which the Contractor may be legally liable, including without limitation, the following:

1. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees.

2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

3. Claims for damages because of bodily injury, death or property damage arising out of ownership, maintenance or use of a motor vehicle.

4. Claims involving contractual liability insurance applicable to the Contractor's obligations contained herein.

9. RELATIONSHIP OF PARTIES. With regard to performance under the Contract, the Contractor is an independent contractor and not an officer, agent, partner, joint venture partner, or employee of the Town. The Contractor shall not, at any time or in any manner, represent that it or any of its agents or employees is in any manner an agent or employee of the Town.

10. TOWN REPRESENTATIVE. The Town Supervisor or his/her designee shall represent the Town in the implementation of the Contract.

11. SEVERABILITY; GOVERNING LAW. The invalidity of any portion of the Contract shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Contract 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 Contract, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Contract shall be brought 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.

12. EQUAL OPPORTUNITY EMPLOYER. The Contractor, in the execution of the Contract, certifies that it is an equal employment opportunity employer.

13. BOARD AUTHORIZATION. The effectiveness of the Contract is expressly conditioned upon the express approval and ratification by the Town Board of the Town of Irondequoit.

14. ATTORNEYS' FEES AND COSTS. If either party shall bring any action or proceeding against the other party arising from or relating to the Contract, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

15. AMENDMENTS. The Contract may be amended only in a writing signed by both parties. If there is a conflict between the terms that are set forth in the Contract and these Standard Terms & Conditions for Town of Irondequoit Contracts, the provisions of these Terms & Conditions for Town of Irondequoit Contracts set forth herein will control.

THE HOUSING COUNCIL at PathStone

By: _____
Mary Leo, Executive Director

TOWN OF IRONDEQUOIT

By: _____
Andrae Evans, Supervisor

Resolution No. 2024-_____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE IRONDEQUOIT COMMUNITY CUPBOARD TO PROVIDE HEALTHY FOOD CHOICES TO LOW-INCOME RESIDENTS AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2024 THROUGH JULY 31, 2025

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 16th day of July 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, it is necessary to secure the services of the Irondequoit Community Cupboard to provide healthy food choices to low income persons in the Town to enhance the quality of the lives of people in need; and

WHEREAS, the Irondequoit Community Cupboard has submitted a proposal for the twelve (12) month period from August 1, 2024 through July 31, 2025 for the total amount of $24,500. Proposal attached as **Attachment A** hereto; and

WHEREAS, Irondequoit Community Cupboard's program was part of the Irondequoit 2024 Community Development Block Grant Program adopted by the Town Board pursuant to Resolution 2024-122; and

WHEREAS, funding for this service is available in the Community Development Block Grant as a public service program expense.

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with the Irondequoit Community Cupboard to provide healthy food choices to low-income persons in the Town as approved through the

Community Development Block Grant during the grant period from August 1, 2024 through July 31, 2025 in the amount of $24,500, which agreement is attached as **Attachment B** hereto.

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_____

IRONDEQUOIT COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM YEAR AUGUST 1, 2023 through JULY 31, 2024
APPLICATION FOR FUNDING & PROPOSAL FORM

The submission deadline is Friday March 22, 2024, Funding (cash flow) for proposed activities will probably not be available until October 2023.
The CDBG program's primary objective is the development of viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, **principally for low- and moderate-income persons.**

Send your application to: Comptroller\
Town of Irondequoit
1280 Titus Ave.
Rochester,NY14617
Comptroller@irondequoit.gov

1. **Name of Proposed Activity:**

The Irondequoit Community Cupboard Healthy Meals and Hunger Prevention Program including our weekend backpack program for children with food insecurity.

2. **Description of Proposed Activity:**

We are requesting funding for the purchase of healthy foods to improve the health and well-being of our clients, and to provide sustenance to residents who live within our community and are struggling with food insecurity. Food insecurity means not knowing where your next meal is going to come from.

Irondequoit has many adults and children with diabetes growing at an alarming rate. Irondequoit also has the highest obesity rate of any suburb in the county. To assist these families, we began new programs to prevent or reduce the numbers of households facing a lifelong disease due to improper nutrition. We are including more FRESH produce (from our amazing garden) for our clients to choose from.

Many of the children we serve do not have access to fresh produce except for what they receive in school. Those items are usually limited to apples, oranges and bananas. We wanted children to be able to sample fruit other than bananas and vegetables other than iceberg lettuce, so we began to purchase more fresh produce than we had in years past and we increased our assistance to the community garden that directly benefits the ICC. Because of the generosity of previous CDBG committees, we have received prior funding and we have been able to introduce a much larger variety of fresh produce to all of our clients. It is our hope to be able to continue with this program and be able to continue to allow residents in our community have more access to healthier food.

We would also use this grant funding to assist us in purchasing food for our Weekend Backpack Program. We are increasing the program from 8 elementary schools to include **every** elementary school in both school districts and snacks every month. This program provides food for children who are qualified through their free lunch program or have told their teachers, counselors or coaches that there is no food in the house. We provide food for 2 breakfasts, 2 lunches, 1 milk, 1 juice, and 3 healthy snacks for that child. We are currently averaging 185 backpacks per week during the school year. We often hear from parents who say that sometimes the food their child receives from us means the difference of actually having meals for that weekend. We hear from parents who, prior to participating in our program, often went without food so their child could eat.

New this year, we have provided food at East Irondequoit Middle School, Eastridge High School, Rogers Middle School, and Irondequoit High School so these schools have their own "food closet." Many children tell their teacher, counselor, coach or other adult there is no food in the household. We found this to be alarming and because of these concerns and lack of ability to get emergency food, we felt this program would be unique and important to the school families. This has already been beneficial to over 105 families this school year alone.

3. Location and Address of Proposed Activity:

2841 Culver Road Rochester, NY 14622

4. Amount of CDBG Funds Requested for this Activity: $ $ 25,000

5. What situation, demonstrated need, or problem will this activity correct and how?

We will continue to serve Irondequoit residents who are struggling with hunger and food insecurity especially this year, due to high costs of food, utilities and home.

We will continue to offer healthy food choices through our client choice model, and through our weekend backpack program. We will continue to work with the Town of Irondequoit and both school districts to identify needs and fill the void where food and toiletries are needed.

Our annual appeal provides the money for us to purchase basic food, toiletries, and other taxable items such as toilet paper, shampoo and soap; items that cannot be purchased with food stamps. Our fundraiser also helps provide funds for our annual

Back to School program, (which provides school supplies and, in some cases, new backpacks) and our very popular, holiday baskets.

As previously stated, because of the CDBG funding we have been able to continue to purchase fresh and frozen produce, lean protein, low fat dairy products and healthier whole grain items. Because of the CDBG grant, we have been able to increase the number of schools who participate in our Weekend Backpack Program from 4 schools to 8 schools and now ALL lower grade level schools. (12) In addition, we include 2 high schools with emergency food for an emergency "food closet". We provide, on average, 220 backpacks a week throughout the school year. This includes food for 2 breakfasts, 2 lunches, 1 juice, 1 milk and up to 3 snacks. In addition to the weekend food, we provide snacks to the same schools the first week of every month. Prices have dramatically climbed for this program and now cost are about $36,000 per year.

6. **Number of activity beneficiaries:**

For the 2023 year we provided food for 62,574 meals not including the holidays Our weekend backpack program which currently has 220 kids per week, provided food for 31,680 meals and snacks

7. **Are the majority of activity beneficiaries low / moderate income persons?** Yes_X__ No__

	Yes	No
Elderly	__X__	____
Handicapped	___X_	____

8. **Describe any environmental concerns associated with the proposed activity:**
n/a

9. **How will this activity be implemented?**

A. Competitive Bid _____
B. Requests for Proposals _____
C. Force-Account _____
D. Other (describe) __X___

Purchases will be implemented through ICC's Director and Board of Directors. Purchases are also made from local growers, local grocery stores and from produce accessible through our own garden.

10. **What will your department or organization contribute to this activity?**

A. Capital $__X____
B. Administration $___X___
C. Engineering / Planning $_X_____
D. Other (describe) $_X_____

Total amount leveraged $_ our annual budget is about $100,000 and we are requesting $25,000 from this grant

11. When will the proposed activity begin and when will it be completed?

Starting Date: 8/2024-7/2025 Completion Date:

12. How will you ensure the timely implementation of this activity, and what criteria will be used to judge the activity's success?

We will continue to provide numbers for every household, child, adult, senior and adult with disabilities.

* For Public Works projects or studies, please complete the attached Estimated Budget form.

Proposal Submitted by: *Debbie Evans* **Title:** *Executive Director*

Date: __3_/118/___/_2024_

USE THIS FOR PUBLIC WORKS PROJECTS OR STUDIES, ETC.

ESTIMATED BUDGET

ITEM	CDBG FUNDS	APPLICANT'S FUNDS	OTHER FUNDS	TOTAL COST
Engineering/ Architectural Services	$	$	$	$
Construction	$	$	$	$
Other (please list)	$	$	$	$

Total	$	$	$	$

If project involves improvements to sidewalks, sewers, water lines, etc., please provide Total either Linear Footage: _____ or Square Footage: _____

Will the proposed project be partially funded by another government program or funding source? If so, please describe:

** Be sure to include funds leveraged by other sources in the above budget. Also, if you have a budget from another funding source, please attach it to this proposal.

TOWN OF IRONDEQUOIT & IRONDEQUOIT COMMUNITY CUPBOARD

2024 – 2025 AGREEMENT

THIS AGREEMENT is entered into this 1st day of August, 2024 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 the Irondequoit Community Cupboard, Inc., a not-for-profit corporation, having its principal office and place of business at 2841 Culver Rd, Rochester, NY 14622 (hereinafter "Contractor").

RECITALS:

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

WHEREAS, the Contractor provides a program that was developed to provide food to low income persons in the Town to enhance the quality of the lives of people in need.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Town and the Contractor do mutually agree as follows:

1. STATEMENT OF SERVICES. The Contractor shall provide personnel as necessary to perform the following services:

1.1 The Contractor shall provide healthy meals to low and moderate income households in the Town. Services will be provided primarily to households that have low and moderate incomes as defined by the United States Department of Housing and Urban Development ("HUD"). "Healthy Meals" shall include lean meats and other protein, fruits and vegetables.

1.2 The Contractor shall provide monthly reports of program activity to the Town in a format requested by the Town. The documentation provided by the Contractor to the Town shall include the total number of households served, household characteristics, number of healthy meals provided, and documentation of expenditures for healthy food items.

2. TERM. This Agreement shall apply to services provided by the Contractor between August 1, 2024 and July 31, 2025.

3. RECORDS & REPORTS.

3.1 In order to receive reimbursement from the Town for services delivered under this Agreement, the Contractor shall submit on a monthly basis a written request for

payment accompanied by documentation that shall be in sufficient detail to provide the Town with a sound basis for effectively monitoring performance under this Agreement. All submissions for reimbursement will contain all detail required by federal program regulations, including but not limited to regulations relating to budget; service details; staffing details; salaries and indirect costs.

3.2 The Town, HUD, the Controller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, and records of the Contractor that are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions. The Contractor shall maintain all records for five (5) years after final reimbursement is received from the Town.

4. PROGRAM BUDGET & INCOME.

4.1 The Town will reimburse the Contractor for the delivery of services listed above, up to the total amount of Twenty Four Thousand Five hundred Dollars ($24,500.00). The Contractor may propose adjustments or amendments to the budget, but amendments shall occur only with the approval of the Town Board. No decrease in expense shall automatically allow a shift of funds from one budget category to another.

4.2 Program income received by the Contractor shall be used to expand current program services.

5. COMPLIANCE WITH ALL LAWS.

5.1 The Contractor agrees that, during the performance of the services required pursuant to this Agreement, 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, during such performance of the services required by this Agreement. 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 Contractor to comply with applicable laws may, at the sole discretion of the Town, be deemed to constitute a material breach of the Agreement.

5.2 The Contractor 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.

5.3 The Contractor 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.

6. SUSPENSION, TERMINATION & NOTICE.

6.1 The Contractor and this Agreement may be suspended or terminated if the Town, in its sole discretion, determines that the Contractor has materially failed to comply with any term of this Agreement. Any such termination shall be effective upon written notice to the Contractor of said reason and stating the date on which the Agreement is to be terminated.

6.2 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 Contractor shall be tendered to the Contractor's Executive Director at the office address set forth above.

7. CONTRACT DEEMED EXECUTORY. The Contractor 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 CDBG 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.

8. QUALIFICATIONS. The Contractor hereby agrees that it has, or will have on its staff, and will retain during the performance of services under this Agreement, all appropriate professional personnel necessary to completely, accurately, and competently perform the work and services under the Agreement.

9. INDEMNITY & INSURANCE. The Contractor 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, 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), 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 Contractor, 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 Contractor's vehicles by Contractor, or its officers, employees, agents or subcontractors while utilized in the performance of the services under this Agreement, including without limitation, claims for personal injury, bodily injury, death and property damage, subject to the following:

9.1 The right of indemnity includes the obligation of the Contractor or its insurance carrier to select counsel, and to pay the necessary costs and attorney's fees to defend any claims or lawsuits. When the Contractor is required to indemnify Town or its officers, employees or representatives in accordance with this Agreement, the Contractor 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 Contractor or its carrier(s) in such defense. The Contractor 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 Contractor or its carrier(s) of obligations hereunder or impairing the 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 Contractor, its officers, employees, subcontractors or agents and the Indemnified Party in the conduct of the defense of such claim (in which case the Contractor shall not have the right to control the defense or settlement of such claim, on behalf of such Indemnified Party), or (ii) the Contractor 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 Contractor. The Contractor 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.

9.2 The terms "willful, intentional or reckless acts or omissions," "negligent acts or omissions" and "negligent use, operation or maintenance" shall not be defined beyond their ordinary usage to increase the right of indemnity.

9.3 In the event of any claim or cause of action as to which both the Contractor and Town are found to have been negligent or have engaged in willful misconduct, each party shall be liable thereon to the extent of their relative fault.

9.4 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.

10. INSURANCE.

10.1 The Contractor 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 Contractor 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 Contractor agrees to maintain said insurance during the term of this Agreement.

10.2 The Contractor 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 Contractor 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 Contractor has no employees, or if Contractor's employees are not required to be covered by Workers' Compensation. In such case, a brief letter, on the Contractor's letterhead, stating which of the above circumstances is applicable, shall be attached to, and be made a part of, this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 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 Contractor each bind him/her/itself, partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement.

11.2 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 or United States, 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.

11.3 Attorneys' Fees and Costs. If either party shall bring any action or proceeding against the other party arising from or relating to the Agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

11.4 Audit. The Contractor 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 performance of the services under this Agreement up to five (5) years after termination of this Agreement without cost to the Town.

11.5 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.

11.6 Independent Contractor. The Contractor 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.

11.7 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.

11.8 Standard Terms & Conditions for Town of Irondequoit Contracts. The parties hereby acknowledge and agree that the Standard Terms & Conditions for Town of Irondequoit Contracts attached hereto are hereby incorporated by reference in their entirety, and are made part of this Agreement.

11.9 Entire Agreement & Amendments. This Agreement (which includes the Standard Terms & Conditions for Town of Irondequoit Contracts) 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.

11.10 Survival. The Town and the Contractor 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 Contractor have duly executed this Agreement as of the date first written above.

IRONDEQUOIT COMMUNITY CUPBOARD, INC.

By: _____
Debbie Evans
President

Date: _____

TOWN OF IRONDEQUOIT

By: _____
Andrae Evans
Town Supervisor

Date: _____

ATTACHMENT A

STANDARD TERMS & CONDITIONS FOR TOWN OF IRONDEQUOIT CONTRACTS

The Contractor agrees to be bound by the following clauses, which are hereby made a part of the contract dated August 1, 2023 ("Contract"). As used herein, the word "Contractor" herein refers to the Irondequoit Community Cupboard, Inc., and the word "Town" herein refers to the Town of Irondequoit.

1. **SERVICES**. The Contractor shall perform the Services set forth in the Contract ("Scope of Work").

2. **TERM OF AGREEMENT**. The Contract shall be for the period from August 1, 2024 through July 31, 2025, unless sooner terminated pursuant to the terms hereof.

3. **NON-ASSIGNMENT CLAUSE**. The Contract may not be assigned by the Contractor without the Town's written consent.

4. **FEES**. The Town shall pay the Contractor the fees set forth in Section 4 of the Contract. Payment shall be made by the Town's Accounts Payable Office upon submittal of invoice(s) approved by the Comptroller, or her designee.

5. **EXPENSES**. If permits, governmental approvals or licensing is required to perform the services provided, the Contractor agrees to apply for and obtain, at its cost and expenses such permits, approvals, or licenses.

6. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. FEDERAL EMPLOYER IDENTIFICATION NUMBER**. The Contractor agrees to file an IRS form W-9 with the Town prior to the commencement of the Contract. Supply of such form is a condition precedent to the payment by the Town of any sums owed pursuant to the Contract. All invoices or Town of Irondequoit standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Comptroller of the Town must include the payee's identification number. The number is the payee's federal Employer Identification Number (EIN). Failure to include this number may delay payment.

7. **WAIVER OF DAMAGES; INDEMNITY**. The Contractor hereby waives and releases the Town from any claims the Contractor may have at any time arising out of or relating in any way to the Contract, except to the extent caused by the Town's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the Town be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Town has been advised in advance of the possibility of such damages. This shall constitute the Town's sole liability to the Contractor and the Contractor's exclusive remedies against the Town. Except for the sole negligence or willful misconduct of the Town the Contractor shall indemnify, hold harmless and defend the Town and its Town Board, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from the Contract. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Town, and its Town Board officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with the Contract. The Contractor, at its own expense,

shall defend any action brought against the Town to the extent that such action is based upon a claim that the goods or services supplied by the Contractor or the operation of such goods or services infringes a patent, trademark, or copyright or violates a trade secret. The Contractor hereby agrees to defend, indemnify and save harmless the Town against any and all liabilities, loss, damage, detriment, suit, claim, demand, cost, charge, attorneys' fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of the Contract, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of the negligent act or omission, breach, or fault of the Contractor, its agents, employees or permitted subcontractors. If a claim or action is made or brought against the Town and for which the Contractor may be responsible hereunder in whole or in part, then the Contractor shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which the Contractor is responsible as a result of this section.

8. INSURANCE REQUIREMENTS. The Contractor shall procure and maintain at its own expense until final completion of the work or services covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his/her/its subcontractors. **The Town of Irondequoit must be named as Certificate Holder and Additional Insured on a primary and non contributory basis on all policies.** Within ten (10) days after notice of award, the Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that he/she/its has complied with all insurance requirements set forth herein, such evidence shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Town. **Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder and an Additional Insured. A policy endorsement from the Contractor's carrier is required.** Except for workers' compensation insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract. These requirements shall survive the expiration and termination of this Contract. The kinds and amounts of insurance are as follows:

A. WORKERS' COMPENSATION AND DISABILITY INSURANCE: The Contractor must request and complete a waiver form and furnish the Town with an original, if it is not required to carry workers' compensation and or disability insurance. Otherwise, the Contractor shall maintain statutory workers' compensation and disability insurance coverage as required by law.

B. BUSINESS LIABILITY INSURANCE: The Contractor shall procure and maintain an insurance policy covering the liability for damages imposed by law upon the Contractor with respect to all work performed by it and any employee, agent or permitted subcontractor under the Contract. All of the following coverage shall be included:

- Comprehensive Form
- Business Liability Insurance covering the Hold Harmless Provision
- Broad Form Property Damage
- Independent Contractors
- Personal Injury
- Products and Completed Operations

Coverage must be written by an insurance company lawfully authorized to do business in New York State. Such insurance coverage will protect the Contractor from all which may arise out of or result from the Contractor's operations or those of its employees, agents or authorized

subcontractors under the Contract and for which the Contractor may be legally liable, including without limitation, the following:

1. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees.

2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

3. Claims for damages because of bodily injury, death or property damage arising out of ownership, maintenance or use of a motor vehicle.

4. Claims involving contractual liability insurance applicable to the Contractor's obligations contained herein.

9. RELATIONSHIP OF PARTIES. With regard to performance under the Contract, the Contractor is an independent contractor and not an officer, agent, partner, joint venture partner, or employee of the Town. The Contractor shall not, at any time or in any manner, represent that it or any of its agents or employees is in any manner an agent or employee of the Town.

10. TOWN REPRESENTATIVE. The Town Supervisor or his/her designee shall represent the Town in the implementation of the Contract.

11. SEVERABILITY; GOVERNING LAW. The invalidity of any portion of the Contract shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Contract 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 Contract, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Contract shall be brought 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.

12. EQUAL OPPORTUNITY EMPLOYER. The Contractor, in the execution of the Contract, certifies that it is an equal employment opportunity employer.

13. BOARD AUTHORIZATION. The effectiveness of the Contract is expressly conditioned upon the express approval and ratification by the Town Board of the Town of Irondequoit.

14. ATTORNEYS' FEES AND COSTS. If either party shall bring any action or proceeding against the other party arising from or relating to the Contract, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

15. AMENDMENTS. The Contract may be amended only in a writing signed by both parties. If there is a conflict between the terms that are set forth in the Contract and these Standard Terms & Conditions for Town of Irondequoit Contracts, the provisions of these Terms & Conditions for Town of Irondequoit Contracts set forth herein will control.

IRONDEQUOIT COMMUNITY CUPBOARD, INC.

By: _____
Debbie Evans, President

TOWN OF IRONDEQUOIT

By: _____
Andrae Evans, Supervisor

Resolution No. 2024-____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH LIFESPAN OF GREATER ROCHESTER, INC. FOR TRANSPORTATION SERVICES TO THE ELDERLY AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2024 THROUGH JULY 31, 2025

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 16th day of July, 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, it is necessary to secure the services of the Lifespan of Greater Rochester, Inc. to provide transportation services to elderly residents of the Town; and

WHEREAS, the Lifespan of Greater Rochester, Inc. has submitted a proposal for the twelve (12) month period from August 1, 2024 through July 31, 2025 in the amount of $32,245. Proposal attached as **Attachment A** hereto; and

WHEREAS, Lifespan's program was part of the Irondequoit 2024 Community Development Block Grant Program adopted by the Town Board pursuant to Resolution 2024-122; and

WHEREAS, funding for this service is available in the Community Development Block Grant as a public service program expense.

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with the Lifespan of Greater Rochester, Inc. for transportation services to elderly residents of Irondequoit as approved through the Community Development Block Grant during the grant period from August 1, 20234

through July 31, 2025 in the amount of $32,245, which agreement is attached hereto at **Attachment B**.

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_____

IRONDEQUOIT COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM YEAR AUGUST 1, 2024, through JULY 31, 2025
APPLICATION FOR FUNDING & PROPOSAL FORM

The submission deadline is Thursday, March 22, 2024. Funding (cash flow) for proposed activities will probably not be available until October 2024.
The CDBG program's primary objective is the development of viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, **principally for low and moderate income persons.**

Send your application to: Comptroller
Town of Irondequoit
1280 Titus Ave.
Rochester, NY 14617
comptroller@irondequoit.gov

1. **Name of Proposed Activity:** IRide: a mobility management service that assists Irondequoit residents 60 years and older to obtain town-subsidized non-emergency transportation.

Name of Sponsor Organization: Lifespan of Greater Rochester Inc.

2. **Description of Proposed Activity:**

Update 2024: IRide has moved from Pilot to trusted community program with great success. Since the formal roll it in 2021 we have seen a 75+% increase in utilization. We have become very successful in arranging rides for residents who use Medical Motors, Amadi Transportation, and Irie Transportation. Amadi Transportation, an Irondequoit -based, demand responsive, ambulatory transportation provider, who can provide support for both medical and social rides, provides door to door service. In 2022 they were able to expand with wheelchair accessibility fleet options. In 2023 we were pleased to also bring Irie Transportation into the fold to meet the needs of residents of Irondequoit. Continued and ongoing education of Rochester Transit Service's mobility zones is also ongoing via calls to the Mobility Managers.

Goal: The goal is to continue mobility management services by managing and brokering transportation services to eligible Irondequoit residents to provide a choice of travel options tailored to the individual mobility needs of the older adult. These choices will include more flexible same-day services, expanded hours of service during weekdays, better understanding of public transit, assistance in using UBER, and additional vendor options for door to door and wheelchair accessible transportation.

Eligibility: These mobility services will be available for Town residents age 60 years and older.

Scope: Riders will be eligible for up to 4 one-way trips per month for medical appointments, grocery shopping or other personal appointments and up to 25 trips per month for specialty medical treatments such as dialysis, chemotherapy, and physical therapy. Service will be available Monday-Friday.

An IRide mobility manager employed by Lifespan will help determine the most appropriate and preferred level/type of service needed and will book rides on behalf of the resident. Town discounts of $4 per ride will be applied to the cost of each trip. The United Way will continue to provide additional subsidies for rides arranged by IRide through Medical Motor Service (MMS). IRide will book UBER rides under a single Lifespan account and will charge riders for the difference in fare through a credit card account on file.

One goal of the IRide program will be to educate and train residents on how to use UBER, the RTS Irondequoit Community Mobility Zone, and MMS, to increase their travel option and independence. Residents will also be linked to other travel options such as volunteer services and RTS: Access.

3. Location and Address of Proposed Activity: Mobility Management services will be provided at Lifespan of Greater Rochester, Inc. located at 1900 S. Clinton Avenue, Rochester, NY 14618. Trips will be provided within Monroe County.

4. Amount of CDBG Funds Requested for this Activity: $33,237

5. What situation, demonstrated need, or problem will this activity correct and how?

As adults grow older, the need for assistive transportation options is critical to help them age in place, at home, where most older adults prefer to reside. Irondequoit prides itself as being a "Town for a Lifetime". Transportation services for older adults is the definition of this identity. Transportation is ranked by the World Health Organization and the American Association of Retired Persons as one the eight domains of an age-friendly and livable community. A community that has a range of travel options that are safe, affordable, and accessible to older adults is one that is age friendly, and which encourages residents to stay in the Town to live and thrive. Offering residents information, assistance and fare discounts on multiple travel options is the goal of this project.

In the 2022-2023 contract year, IRide accomplished quite a bit. 2427 one-way rides were provided which was 252 over the sated goals. 171 Unduplicated clients were served, 45 over the stated goal and 1306 calls were answered. At the time of this writing, 6 months into the current contract, with the adjustments made to accommodate goals and capacity within the budget, Lifespan is on target to meet all stated goals.

The need for this service is reflected in the fact that a quarter of the town is over the age of 60, nearly a third of those 65+ are low income and half of the renters over the age of 65 do not have an automobile. Losing the ability to drive in our community is linked to social isolation, food insecurity and poor health.

Lower income older adults participating in the program will obtain increased travel subsidies, in some cases resulting in no fare, through Medical Motor Service, one of the travel partners of IRide. Likewise, older residents will be assisted in understanding how they can take advantage of the new RTS: Irondequoit On Demand transit service was launched in June 2020. This curb-to-curb transit option is affordable and accessible through smart phone applications like UBER/LYFT. Educating older adults and their caregivers on these new platforms will provide them with more mobility options. Person-centered mobility management services will be a new approach to solve the persistent challenge of transportation services for older adults.

6. **Number of activity beneficiaries:** 125 residents and/or 2,500 subsidized rides provided.

7. **Are the majority of activity beneficiaries low / moderate income persons** Yes _X__ No____
Yes No

Elderly	X	
Handicapped	X	

8. Describe any environmental concerns associated with the proposed activity: None

9. How will this activity be implemented?

A. Competitive Bid ____
B. Requests for Proposals ____
C. Force-Account ____
D. Other (describe) __X__ Lifespan will work with local transportation vendors, Medical Motors Service, Amadi and Irie Transportation to provide the subsidized rides based on the needs of the residents. We will also provide education sessions on how to safely use ride-sharing applications, as well as education on utilizing Here2There a recently launched transportation one-click transportation resource.

10. What will your department or organization contribute to this activity?

A. Capital $____
B. Administration $____
C. Engineering / Planning $____
D. Other (describe) $__30,000__ Lifespan has Mobility Management funding from United Way to support transportation assistance for older adults.

Total amount leveraged $__30,000____

11. When will the proposed activity begin and when will it be completed?

Starting Date: 8/1/2024 Completion Date: 7/31/2025

12. How will you ensure the timely implementation of this activity, and what criteria will be used to judge the activity's success?

The mobility management team is staffed Monday-Friday 8:00-4:30 and has coverage throughout the day. All calls and inquiries are attended to. To ensure quality, satisfaction surveys are conducted assessing the success of resident's experience with IRide.

* For Public Works projects or studies, please complete the attached Estimated Budget form.

Proposal Submitted by: __Jody Rowe_____Title: Chief Operating Officer

Date: __3_/__11_/_2024___

USE THIS FOR PUBLIC WORKS PROJECTS OR STUDIES, ETC.

ESTIMATED BUDGET

ITEM	CDBG FUNDS	APPLICANT'S FUNDS	OTHER FUNDS	TOTAL COST
Engineering/ Architectural Services	$	$	$	$
Construction	$	$	$	$
Other (please list)	$	$	$	$
Total	$	$	$	$

If project involves improvements to sidewalks, sewers, water lines, etc., please provide Total either Linear Footage: _____ or Square Footage: _____

Will the proposed project be partially funded by another government program or funding source? If so, please describe:

** Be sure to include funds leveraged by other sources in the above budget. Also, if you have a budget from another funding source, please attach it to this proposal.

Town of Irondequoit and Lifespan

ATTACHMENT B

FEES TO BE PAID TO THE CONTRACTOR
August 2024-July 2025

Description	**Budget**
Salary & Fringe	
PROFESSIONAL WAGES	
Neeci Packard (15%)	7,019.00
Cheryl Tichenor (15%)	6,770.00
FRINGES (29%)	3,999
Total Salary & Fringe	**17,788**
Operating Expenses	
Rides: 2,355@ $4 each	9,420.00
Supplies/Maint exp	475.00
Rent/Utilities	680.00
Admin 17.87%	4,874.00
Expenses	**15,449.00**
Total	**33,237**

AGREEMENT BETWEEN THE TOWN OF IRONDEQUOIT AND LIFESPAN OF GREATER ROCHESTER INC.

This is an Agreement entered into on the 1st day of August, 2024, between the Town of Irondequoit, a municipal corporation having offices at 1280 Titus Avenue, Rochester, New York 14617, on behalf of the Community Development Block Grant Program (hereinafter referred to as the "CDBG"), and Lifespan of Greater Rochester Inc., having offices at 1900 South Clinton Avenue, Rochester, New York 14618 (hereinafter referred to as "Lifespan").

WHEREAS, the primary objective of the CDBG program is the development 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, by definition under the CDBG, senior citizens are considered to be persons of low or moderate income; and

WHEREAS, Lifespan has extensive experience in providing specialized transportation services;

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

Lifespan agrees to provide non-emergency group transportation services to persons age 60 years and older who reside in the Town of Irondequoit that are unable to drive or take public transit. Rides can be booked seven (7) days a week with most providers that offer weekend transportation; however the IRide mobility manager service is only available Monday through Friday during normal business hours. Reservations are required for all discounted trips. The program provides services to destinations within Monroe County for the following purposes: non-emergency medical appointments, physical therapy, visits to nursing homes, grocery shopping, and to other destinations for social outings.

In order to be eligible, riders must be residents of the Town of Irondequoit to receive the CDBG subsidy; the mobility manager will help residents to determine if additional fare reductions may be applicable by other funders. Riders would receive a CDBG subsidy, payable directly to the provider they use, for the first eight (8) one-way rides a month for routine medical appointments, grocery trips, visits to nursing homes and social outings; and a subsidy for up to twenty-five (25) one-way rides if the need is for chronic medical treatments such as dialysis, chemotherapy, radiation, physical therapy and similar treatments. This will ensure that limited Town funds will not be depleted quickly and that priority needs can be addressed.

1. Lifespan will provide transportation services through its travel partners under this Agreement and will seek reimbursement from the Irondequoit CDBG at a rate between four dollars ($4.00) to eight dollars ($8.00) per trip up to a total of one thousand (2,500) individual trips. Lifespan will control the quantity and quality of the transportation services to be provided by this Agreement. Lower-income older adults participating the program will obtain increased travel subsidies, in some cases resulting in no fare, through

use of Medical Motor Service, one of the travel partners of IRide coordinated by Lifespan.

2. The CDBG agrees to pay Lifespan for the services set forth herein the total sum not to exceed thirty-two thousand two hundred forty five dollars ($32,245.00). Such sum shall be paid to Lifespan according to monthly invoices for services rendered as submitted by Lifespan.

3. The CDBG further agrees to reimburse Lifespan for administrative costs for insurance for the services provided pursuant to this Agreement and CDBG-related accounting expenses, provided such costs are included within the thirty-two thousand two hundred forty five dollars ($32,245.00), maximum annual grant set forth in Section 2, above.

4. Lifespan agrees to provide statistical information related to the monthly invoices as requested by the CDBG.

5. The term of this Agreement will be from August 1, 2024, through July 31, 2025.

Lifespan hereby acknowledges that the funds provided by the CDBG under this Agreement result from a contract between the CDBG and the United States Department of Housing and Urban Development under the Community Development Act of 1974.

As the indirect recipient through this contract of funds from the United States Department of Housing and Urban Development, Lifespan agrees to comply fully with and to cooperate fully with the CDBG in its efforts to comply with the terms and requirements of the Federal Single Audit Act of 1984, as the same may be amended from time to time (the "Act").

Lifespan shall, upon request of the CDBG, provide the CDBG such documentation, records, information and data and respond to such inquiries as the CDBG may deem necessary or appropriate and shall fully cooperate with independent auditors to have access and to examine and copy all records, documents, reports, and financial statements as may be necessary to comply or to assure or monitor compliance with the Act, the Circulars and such other circulars, interpretations, opinions, rules or regulations as may, from time to time, be issued or promulgated pursuant to or in connection with the Act.

Lifespan agrees that the CDBG or any of its duly authorized representatives, including HUD, may inspect and audit all records, books, papers and documents associated with this Agreement and further agrees to maintain for a period of five (5) consecutive years following the termination of this Agreement all records, reports and other documentation arising out of the performance of this Agreement.

The parties hereby acknowledge and agree that the Standard Terms & Conditions for Town of Irondequoit Contracts attached hereto are hereby incorporated by reference in their entirety and made a part of this Agreement.

NONDISCRIMINATION: Lifespan specifically agrees that it will carry out its work and obligations under the terms of this Agreement pursuant to the provisions of Title VI of the Civil

Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, which acts prohibit discrimination on the basis of race, creed, sex, familial status, age, handicap or national origin. MMS agrees to administer the Agreement in accordance with the provisions of the Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 109 of the Housing and Community Development Act of 1974, as amended, which acts prohibit discrimination against persons with disabilities under any program or activity receiving Federal financial assistance. MMS further agrees to abide by the provisions of Article 15 (§§290-302) of the Executive Law of the State of New York with respect to unlawful discriminatory practices. Such provisions of law are incorporated into this Agreement as if set forth herein in full.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

TOWN OF IRONDEQUOIT

By: _____
Andrae Evans, Supervisor

LIFESPAN OF GREATER ROCHSTER INC.

By: _____
Ann Marie Cook
President/CO

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this __ day of _____, 2024, before me personally came **Andrae Evans,** to me known, who being by me duly sworn, did depose and say that he resides in the Town of Irondequoit, Monroe County, New York, that he is the **Supervisor** of the Town of Irondequoit, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the Town of Irondequoit.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this __ day of _____, 2024, before me personally came Ann Marie Cook, to me known, who duly sworn, did depose and say that she resides in Monroe County, New York; that she is the **President/CEO** of Lifespan of Greater Rochester Inc., the corporation described in and which executed the foregoing instrument; that she signed her name thereto by order of the Board of Directors.

_____
Notary Public

ATTACHMENT A

STANDARD TERMS & CONDITIONS FOR TOWN OF IRONDEQUOIT CONTRACTS

The Contractor agrees to be bound by the following clauses, which are hereby made a part of the contract dated August 1, 2023, ("Contract"). As used herein, the word "Contractor" herein refers to the Lifespan of Greater Rochester, Inc., and the word "Town" herein refers to the Town of Irondequoit.

SERVICES. The Contractor shall perform the Services set forth in the Contract ("Scope of Work").

TERM OF AGREEMENT. The Contract shall be for the period from August 1, 2024, through July 31, 2025, unless sooner terminated pursuant to the terms hereof.

NON-ASSIGNMENT CLAUSE. The Contract may not be assigned by the Contractor without the Town's written consent.

FEES. The Town shall pay the Contractor the fees set forth in Section 2 of the Contract. Payment shall be made by the Town's Accounts Payable Office upon submittal of invoice(s) approved by the Comptroller, or her designee.

EXPENSES. If permits, governmental approvals or licensing is required to perform the services provided, the Contractor agrees to apply for and obtain, at its cost and expenses such permits, approvals, or licenses.

IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. FEDERAL EMPLOYER IDENTIFICATION NUMBER. The Contractor agrees to file an IRS form W-9 with the Town prior to the commencement of the Contract. Supply of such form is a condition precedent to the payment by the Town of any sums owed pursuant to the Contract. All invoices or Town of Irondequoit standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Comptroller of the Town must include the payee's identification number. The number is the payee's federal Employer Identification Number (EIN). Failure to include this number may delay payment.

WAIVER OF DAMAGES; INDEMNITY. The Contractor hereby waives and releases the Town from any claims the Contractor may have at any time arising out of or relating in any way to the Contract, except to the extent caused by the Town's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the Town be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Town has been advised in advance of the possibility of such damages. This shall constitute the Town's sole liability to the Contractor and the Contractor's exclusive remedies against the Town. Except for the sole negligence or willful misconduct of the Town the Contractor shall indemnify, hold harmless and defend the Town and its Town Board, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from the Contract. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Town, and its Town Board officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with the Contract. The Contractor, at its own expense, shall defend any action brought against the Town to the extent that such action is based upon a claim

that the goods or services supplied by the Contractor or the operation of such goods or services infringes a patent, trademark, or copyright or violates a trade secret. The Contractor hereby agrees to defend, indemnify and save harmless the Town against any and all liabilities, loss, damage, detriment, suit, claim, demand, cost, charge, attorneys' fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of the Contract, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of the negligent act or omission, breach, or fault of the Contractor, its agents, employees or permitted subcontractors. If a claim or action is made or brought against the Town and for which the Contractor may be responsible hereunder in whole or in part, then the Contractor shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which the Contractor is responsible as a result of this section.

INSURANCE REQUIREMENTS. The Contractor shall procure and maintain at its own expense until final completion of the work or services covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his/her/its subcontractors. **The Town of Irondequoit must be named as Certificate Holder and Additional Insured on a primary and noncontributory basis on all policies.** Within ten (10) days after notice of award, the Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that he/she/its has complied with all insurance requirements set forth herein, such evidence shall provide that the policies shall not be changed or cancelled until thirty (30) days' written notice has been given to the Town. **Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder and an Additional Insured. A policy endorsement from the Contractor's carrier is required.** Except for workers' compensation insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract. These requirements shall survive the expiration and termination of this Contract. The kinds and amounts of insurance are as follows:

A. WORKERS' COMPENSATION AND DISABILITY INSURANCE: The Contractor must request and complete a waiver form and furnish the Town with an original, if it is not required to carry workers' compensation and or disability insurance. Otherwise, the Contractor shall maintain statutory workers' compensation and disability insurance coverage as required by law.

B. BUSINESS LIABILITY INSURANCE: The Contractor shall procure and maintain an insurance policy covering the liability for damages imposed by law upon the Contractor with respect to all work performed by it and any employee, agent or permitted subcontractor under the Contract. All of the following coverage shall be included:

Comprehensive Form
Business Liability Insurance covering the Hold Harmless Provision
Broad Form Property Damage
Independent Contractors
Personal Injury
Products and Completed Operations

Coverage must be written by an insurance company lawfully authorized to do business in New York State. Such insurance coverage will protect the Contractor from all which may arise out of or result from the Contractor's operations or those of its employees, agents or authorized

subcontractors under the Contract and for which the Contractor may be legally liable, including without limitation, the following:

1. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees.

2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

3. Claims for damages because of bodily injury, death or property damage arising out of ownership, maintenance or use of a motor vehicle.

4. Claims involving contractual liability insurance applicable to the Contractor's obligations contained herein.

RELATIONSHIP OF PARTIES. With regard to performance under the Contract, the Contractor is an independent contractor and not an officer, agent, partner, joint venture partner, or employee of the Town. The Contractor shall not, at any time or in any manner, represent that it or any of its agents or employees is in any manner an agent or employee of the Town.

TOWN REPRESENTATIVE. The Town Supervisor or his/her designee shall represent the Town in the implementation of the Contract.

SEVERABILITY; GOVERNING LAW. The invalidity of any portion of the Contract shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Contract 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 Contract, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Contract shall be brought 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.

EQUAL OPPORTUNITY EMPLOYER. The Contractor, in the execution of the Contract, certifies that it is an equal employment opportunity employer.

BOARD AUTHORIZATION. The effectiveness of the Contract is expressly conditioned upon the express approval and ratification by the Town Board of the Town of Irondequoit.

ATTORNEYS' FEES AND COSTS. If either party shall bring any action or proceeding against the other party arising from or relating to the Contract, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

AMENDMENTS. The Contract may be amended only in a writing signed by both parties. If there is a conflict between the terms that are set forth in the Contract and these Standard Terms & Conditions for Town of Irondequoit Contracts, the provisions of these Terms & Conditions for Town of Irondequoit Contracts set forth herein will control.

LIFESPAN OF GREATER ROCHESTER INC.

By: _____
Ann Marie Cook, President/CEO

TOWN OF IRONDEQUOIT

By: _____
Andrae Evans, Supervisor

Resolution No. 2024-___

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH LIFESPAN OF GREATER ROCHESTER, INC. FOR THE "HOME SAFE HOME FOR SENIORS" PROGRAM OF SUPPORT SERVICES TO THE ELDERLY AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2024 THROUGH JULY 31, 2025

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 16th day of July, 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, it is necessary to secure the services of Lifespan to provide non-medical home support services to elderly residents of the Town; and

WHEREAS, Lifespan has submitted a proposal for the "Home Safe Home for Seniors" program for the twelve (12) month period from August 1, 2024 through July 31, 2025 for the total amount of $14,803. Proposal attached as **Attachment A** hereto; and

WHEREAS, Lifespan's "Home Safe Home for Seniors" program was part of the Irondequoit 2024 Community Development Block Grant Program adopted by the Town Board pursuant to Resolution 2024-122; and

WHEREAS, funding for this service is available in the Community Development Block Grant as a public service program expense.

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with Lifespan of Greater Rochester, Inc. for non-medical home support services to elderly residents of Irondequoit as approved through the Community Development Block Grant during the grant period from August 1, 2024 through July 31, 2025 in the amount of $14,803, which agreement is attached hereto as **Attachment B**.

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_____

IRONDEQUOIT COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM YEAR AUGUST 1, 2024 through JULY 31, 2025
APPLICATION FOR FUNDING & PROPOSAL FORM

The submission deadline is Friday, March 22, 2024. Funding (cash flow) for proposed activities will probably not be available until October, 2024.
The CDBG program's primary objective is the development of viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, **principally for low and moderate income persons.**

Send your application to: Comptroller
Town of Irondequoit
1280 Titus Ave.
Rochester, NY 14617
comptroller@irondequoit.gov

1. **Name of Proposed Activity: Home Safe Home for Seniors**

   Name of Sponsor Organization: Lifespan of Greater Rochester Inc.

2. **Description of Proposed Activity:** Lifespan of Greater Rochester Int will provide home falls prevention assessments and minor home modifications to up to 60 homes in the Town of Irondequoit. Services will be provided to residents of Irondequoit who ae age 62+ and/or to persons with disabilities of any age.

3. **Location and Address of Proposed Activity:** Proposed services will be performed in individual's home throughout the Town of Irondequoit, New York (exact address will be submitted with the monthly grant report and invoice). Lifespan's main office is located at 1900 S. Clinton Avenue, Rochester, New York 14618.

4. **Amount of CDBG Funds Requested for this Activity:** $15,000
Lifespan of Greater Rochester Inc. will provide home falls prevention assessments and minor home modifications for up to 60 households in the Town of Irondequoit. Services will be provided to residents who are age 62+ and/or to person with a disability of any age.

5. **What situation, demonstrated need, or problem will this activity correct and how?**

Lifespan will perform.

- Safety assessment in each home-to improve safety and independence of residents.
- Per Assessment –actual home modifications including provision of equipment/supplies with the goal of preventing falls and other injuries to older adults and/or persons with disabilities.
- Examples of home modifications that Lifespan will perform:

Stair handrails	Tub seats
Grab bars	Toilet hand grips
Transfer bench	Securing carpets
Handheld shower	Toilet handrail
Tub grips	Shower Tub mats
Raised toilet seat	Smoke detector
Door grips	

6. **Number of activity beneficiaries: 60**

7. **Are the majority of activity beneficiaries low / moderate income persons?** Yes_X__ No____

	Yes	No
Elderly	__X__	____
Handicapped	__X__	____

8. **Describe any environmental concerns associated with the proposed activity: None**

9. **How will this activity be implemented?**

A. Competitive Bid _____
B. Requests for Proposals _____
C. Force-Account _____
D. Other (describe) ___X__ see attachment for scope of work

10. **What will your department or organization contribute to this activity?**

A. Capital $_____
B. Administration $_____
C. Engineering / Planning $_____
D. Other (describe) $_____

Total amount leveraged $_____

* Referrals will be received through NY Connects or through direct referral from the Town of Irondequoit. Direct services provided through this contract by Lifespan to individuals that are qualified per CDBG eligibility requirements. (age 62+, disabled, low income.) Lifespan will also provide services to individuals who do not meet the income guidelines but will charge a labor rate and the actual cost of materials (modifications) used.

11. **When will the proposed activity begin and when will it be completed?**

Starting Date: 8/1/2024 Completion Date:7/31/2025

12. **How will you ensure the timely implementation of this activity, and what criteria will be used to judge the activity's success?**

Assessments, modifications, and equipment will be provided without charge to Irondequoit residents found eligible for the service. Lifespan will request that program recipients complete a customer satisfaction survey and will provide program recipients with written material about making voluntary contributions to Lifespan.

* For Public Works projects or studies, please complete the attached Estimated Budget form.

Proposal Submitted by: Jody Rowe **Title: Chief Operating Officer**

Date: 3 / 6 / 2024

USE THIS FOR PUBLIC WORKS PROJECTS OR STUDIES, ETC.

ESTIMATED BUDGET

ITEM	CDBG FUNDS	APPLICANT'S FUNDS	OTHER FUNDS	TOTAL COST
Engineering/ Architectural Services	$	$	$	$
Construction	$	$	$	$
Other (please list)	$	$	$	$
Total	$	$	$	$

If project involves improvements to sidewalks, sewers, water lines, etc., please provide Total either Linear Footage: _____ or Square Footage: _____

Will the proposed project be partially funded by another government program or funding source? If so, please describe:

** Be sure to include funds leveraged by other sources in the above budget. Also, if you have a budget from another funding source, please attach it to this proposal.

Irondequoit 54-054 8/1/23-7/31/24

Description	**Budget**
Salary & Fringe	
PROFESSIONAL WAGES	6,600.00
FRINGES	1,452.00
Total Salary & Fringe	**8,052.00**
Opertating Expenses	
Supplies	4,423.00
Travel	100.00
Rent/Utilities	150.00
Admin 17.87%	2,275.00
Total Opertating Expenses	**6,948.00**
Total	**15,000.00**

AGREEMENT BETWEEN THE TOWN OF IRONDEQUOIT AND LIFESPAN OF GREATER ROCHESTER, INC.

This is an Agreement entered into on the 1st day of August, 2024 between the Town of Irondequoit, a municipal corporation having offices at 1280 Titus Avenue, Rochester, New York 14617, on behalf of the Community Development Block Grant Program (hereinafter referred to as the "CDBG"), and Lifespan of Greater Rochester, Inc., having offices at 1900 South Clinton Avenue, Rochester, New York 14618 (hereinafter referred to as "Lifespan").

WHEREAS, the primary objective of the CDBG program is to foster the development 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, by definition under the CDBG program, senior citizens and handicapped persons are considered to be persons of low or moderate income; and

WHEREAS, the Lifespan Home Safe Home for Seniors program was developed to provide home safety assessments and minor home modifications to persons age 62 and older and to handicapped persons of any age so as to enhance the lives of seniors and handicapped persons by contributing to their independence and freedom.

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

1. Lifespan agrees to provide the services set forth in ATTACHMENT A (the "Services").

2. The CDBG agrees to pay Lifespan for the services set forth in ATTACHMENT A the total sum not to exceed Fourteen Thousand Eight Hundred Three Dollars ($14,803.00). Such sum shall be paid to Lifespan according to monthly invoices for services rendered as submitted by Lifespan.

3. Lifespan agrees to provide statistical information related to the monthly invoices as requested by the CDBG.

Lifespan hereby acknowledges that the funds provided by the CDBG under this Agreement result from a contract between the CDBG and the United States Department of Housing and Urban Development under the Community Development Act of 1974.

As the indirect recipient through this contract of funds from the United States Department of Housing and Urban Development, Lifespan agrees to comply fully with, and to cooperate fully with the CDBG in its efforts to comply with the terms and requirements of the Federal Single Audit Act of 1984, as the same may be amended from time to time (the "Act").

Lifespan shall, upon request of the CDBG or the Town of Irondequoit, provide the CDBG such documentation, records, information and data and respond to such inquiries as the CDBG may deem necessary or appropriate and shall fully cooperate with independent auditors to have access and to examine and copy all records, documents, reports, and financial statements as may be necessary to comply or to assure or monitor compliance with the Act, the Circulars and such

other circulars, interpretations, opinions, rules or regulations as may, from time to time, be issued or promulgated pursuant to or in connection with the Act.

Lifespan agrees that the Town of Irondequoit, CDBG or any of their duly authorized representatives, including HUD, may inspect and audit all records, books, papers and documents associated with this Agreement and further agrees to maintain for a period of five (5) consecutive years following the termination of this Agreement all records, reports and other documentation arising out of the performance of this Agreement.

The parties hereby acknowledge and agree that the Standard Terms & Conditions for Town of Irondequoit Contracts attached hereto as ATTACHMENT B are hereby incorporated by reference in their entirety and made a part of this Agreement.

NON DISCRIMINATION:
Lifespan specifically agrees that it will carry out its work and obligations under the terms of this Agreement pursuant to the provisions of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, which acts prohibit discrimination on the basis of race, creed, sex, familial status, age, handicap or national origin. Lifespan agrees to administer the Agreement in accordance with the provisions of the Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 109 of the Housing and Community Development Act of 1974, as amended, which acts prohibit discrimination against persons with disabilities under any program or activity receiving Federal financial assistance. Lifespan further agrees to abide by the provisions of Article 15 (§§290-302) of the Executive Law of the State of New York with respect to unlawful discriminatory practices. Such provisions of law are incorporated into this Agreement as if set forth herein in full.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

TOWN OF IRONDEQUOIT

By: _____
Andrae Evans, Supervisor

LIFESPAN OF GREATER ROCHESTER, INC.

By: _____
Ann Marie Cook, President and CEO

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this __ day of _____, 2024, before me personally came **Andrae Evans**, to me known, who being by me duly sworn, did depose and say that he resides in the Town of Irondequoit, Monroe County, New York, that he is the **Supervisor** of the Town of Irondequoit, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the Town of Irondequoit.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this __ day of _____, 2024, before me personally came **Ann Marie Cook**, to me known, who duly sworn, did depose and say that she resides in Monroe County, New York; that she is the **President and CEO** of Lifespan of Greater Rochester, Inc., the corporation described in and which executed the foregoing instrument; that she signed her name thereto by order of the Board of Directors.

_____
Notary Public

ATTACHMENT A

THE SERVICES

SCOPE OF SERVICES TO BE PERFORMED: Lifespan of Greater Rochester, Inc. will provide home falls prevention assessments and minor home modifications up to 100 homes of the Town of Irondequoit. Services will be provided to residents of Irondequoit who are age 62+ and to persons with disabilities of any age. These services are financially covered by a grant from the Town of Irondequoit Community Development Block Grant.

Examples of home modifications that Lifespan will perform:

Carbon monoxide detectors	Tub seats
Grab bars	Toilet hand grips
Night lights	Shower/tub mats
Transfer bench	Smoke detectors
Hand held shower	Stair hand rails
Tub grips	
Raised toilet seat	
Door grips	
Toilet hand rail	

Lifespan will perform

- A falls prevention assessment in each home
- Based on the results of the assessment, actual home modifications including provision of equipment/supplies to prevent falls and other injuries

Lifespan will provide monthly reports of program activity to the Town of Irondequoit in a format requested by the Town.

Referrals will be received through NY Connects or through direct referral from the Town of Irondequoit. Services provided through this contract will be covered by a grant from the Town of Irondequoit Community Development Block Grant for qualified recipients. Eligibility will be determined based on age and/or disability and income of the resident applying Community Development Block Grant income guidelines. Lifespan will also provide services to individuals who do not meet the income guidelines but will charge a labor rate and the actual cost of materials used. We will also work with the Irondequoit Department of Community Development and work with local media to increase referrals if necessary.

Assessments, modifications and equipment will be provided without charge to Irondequoit residents found eligible for the service. Lifespan will request that program recipients complete a customer satisfaction survey and will provide program recipients with written material about making a voluntary contribution to Lifespan.

ATTACHMENT B

STANDARD TERMS & CONDITIONS FOR TOWN OF IRONDEQUOIT CONTRACTS

The Contractor agrees to be bound by the following clauses, which are hereby made a part of the contract dated August 1, 2023 ("Contract"). As used herein, the word "Contractor" herein refers to Lifespan of Greater Rochester, Inc., and the word "Town" herein refers to the Town of Irondequoit.

1. **SERVICES**. The Contractor shall perform the Services set forth in the Contract ("Scope of Work").

2. **TERM OF AGREEMENT**. The Contract shall be for the period from August 1, 2024 through July 31, 2025, unless sooner terminated pursuant to the terms hereof.

3. **NON-ASSIGNMENT CLAUSE**. The Contract may not be assigned by the Contractor without the Town's written prior consent.

4. **FEES**. The Town shall pay the Contractor the fees set forth in Section 2 of the Contract. Payment shall be made by the Town's Accounts Payable Office upon submittal of invoice(s) approved by the Comptroller, or her designee.

5. **EXPENSES**. If permits, governmental approvals or licensing is required to perform the Scope of Work provided, the Contractor agrees to apply for and obtain, at its cost and expenses such permits, approvals, or licenses.

6. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. FEDERAL EMPLOYER IDENTIFICATION NUMBER**. The Contractor agrees to file an IRS form W-9 with the Town prior to the commencement of the Contract. Supply of such form is a condition precedent to the payment by the Town of any sums owed pursuant to the Contract. All invoices or Town standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Comptroller of the Town must include the payee's identification number. The number is the payee's federal Employer Identification Number (EIN). Failure to include this number may delay payment.

7. **WAIVER OF DAMAGES; INDEMNITY**. The Contractor hereby waives and releases the Town from any claims the Contractor may have at any time arising out of or relating in any way to the Contract, except to the extent caused by the Town's willful misconduct. Further, the parties agree that in no event shall the Town be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Town has been advised in advance of the possibility of such damages. This shall constitute the Town's sole liability to the Contractor and the Contractor's exclusive remedies against the Town. Except for the willful misconduct of the Town the Contractor shall indemnify, hold harmless and defend the Town and its Town Board, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from the Contract. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Town, and its Town Board officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with the Contract. The Contractor, at its own expense, shall defend any action brought

against the Town to the extent that such action is based upon a claim that the goods or services supplied by the Contractor or the operation of such goods or services infringes a patent, trademark, or copyright or violates a trade secret. The Contractor hereby agrees to defend, indemnify and save harmless the Town against any and all liabilities, loss, damage, detriment, suit, claim, demand, cost, charge, attorneys' fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of the Contract, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of the negligent act or omission, breach, or fault of the Contractor, its agents, employees or permitted subcontractors. If a claim or action is made or brought against the Town and for which the Contractor may be responsible hereunder in whole or in part, then the Contractor shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which the Contractor is responsible as a result of this section.

8. **INSURANCE REQUIREMENTS**. The Contractor shall procure and maintain at its own expense until final completion of the work or services covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his/her/its subcontractors. **The Town of Irondequoit must be named as Certificate Holder and Additional Insured on a primary and non contributory basis on all policies.** Within ten (10) days after notice of award, the Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that he/she/its has complied with all insurance requirements set forth herein, such evidence shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Town. **Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder and an Additional Insured. A policy endorsement from the Contractor's carrier is required.** Except for workers' compensation insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract. These requirements shall survive the expiration and termination of this Contract. The kinds and amounts of insurance are as follows:

A. WORKERS' COMPENSATION AND DISABILITY INSURANCE: The Contractor must request and complete a waiver form and furnish the Town with an original, if it is not required to carry workers' compensation and or disability insurance. Otherwise, the Contractor shall maintain statutory workers' compensation and disability insurance coverage as required by law.

B. BUSINESS LIABILITY INSURANCE: The Contractor shall procure and maintain an insurance policy covering the liability for damages imposed by law upon the Contractor with respect to all work performed by it and any employee, agent or permitted subcontractor under the Contract. All of the following coverage shall be included:

- Comprehensive Form
- Business Liability Insurance covering the Hold Harmless Provision
- Broad Form Property Damage
- Independent Contractors
- Personal Injury
- Products and Completed Operations

Coverage must be written by an insurance company lawfully authorized to do business in New York State. Such insurance coverage will protect the Contractor from all which may arise out of or result from the Contractor's operations or those of its employees, agents or authorized

subcontractors under the Contract and for which the Contractor may be legally liable, including without limitation, the following:

1. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees.

2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

3. Claims for damages because of bodily injury, death or property damage arising out of ownership, maintenance or use of a motor vehicle.

4. Claims involving contractual liability insurance applicable to the Contractor's obligations contained herein.

9. **RELATIONSHIP OF PARTIES**. With regard to performance under the Contract, the Contractor is an independent contractor and not an officer, agent, partner, joint venture partner, or employee of the Town. The Contractor shall not, at any time or in any manner, represent that it or any of its agents or employees is in any manner an agent or employee of the Town.

10. **TOWN REPRESENTATIVE**. The Town Supervisor or his/her designee shall represent the Town in the implementation of the Contract.

11. **SEVERABILITY; GOVERNING LAW**. The invalidity of any portion of the Contract shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Contract 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 Contract, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Contract shall be brought 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.

12. **EQUAL OPPORTUNITY EMPLOYER**. The Contractor, in the execution of the Contract, certifies that it is an equal employment opportunity employer.

13. **BOARD AUTHORIZATION**. The effectiveness of the Contract is expressly conditioned upon the express approval and ratification by the Town Board of the Town of Irondequoit.

14. **ATTORNEYS' FEES AND COSTS**. If either party shall bring any action or proceeding against the other party arising from or relating to the Contract, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

15. **AMENDMENTS**. The Contract may be amended only in a writing signed by both parties. If there is a conflict between the terms that are set forth in the Contract and these Standard Terms & Conditions for Town of Irondequoit Contracts, the provisions of these Terms & Conditions for Town of Irondequoit Contracts set forth herein will control.

LIFESPAN OF GREATER ROCHESTER, INC.

By: _____
Ann Marie Cook, President and CEO

TOWN OF IRONDEQUOIT

By: _____
Andrae Evans, Supervisor

Resolution No. 2024-_____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AGREEMENT WITH ST. PAUL BOULEVARD FIRE DISTRICT 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 16th day of July 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 March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President to provide support to State, local and Tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents and businesses; and

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

WHEREAS, the St. Paul Boulevard Fire District (the "St. Paul Blvd. Fire District") provides fire protection and emergency services to the communities in Irondequoit and Rochester; and

WHEREAS, since the onset of the COVID-19 pandemic, the St. Paul Blvd. Fire District has experienced a decrease in public sector capacity; and

WHEREAS, the St. Paul Blvd. Fire District has presented the Town with a proposal to purchase self-contained breathing apparatus (SCBA) to be shared with all fire districts in Irondequoit. The proposal is attached hereto as **Attachment A**; and

WHEREAS, the Town wishes to grant ARPA funding to the St. Paul Blvd. Fire District in an amount not to exceed $147,000 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 $147,000 to the St. Paul Blvd. Fire District;

AND BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to enter into the Agreement for Award and Use of ARPA Funds with the St. Paul Blvd. Fire District 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_____

ESTABLISHED 1924

ST. PAUL BOULEVARD FIRE DISTRICT

TOWN OF IRONDEQUOIT

433 COOPER ROAD
ROCHESTER, NEW YORK 14617

Dear Supervisor Evans and distinguished Board,

The St. Paul Boulevard Fire District is requesting your support, in the form of a grant for a new self contained breathing apparatus (SCBA) compressor / fill station.

The new SCBA fill station would be used to refill our firefighter's lifesaving air pack equipment. Currently we do not have such a system at our firehouse. When our air bottles are emptied from training or during a fire, we must drive out of our district to another fire district to refill those bottles. This delays the response to our residents when seconds count.

This grant would allow us to service these bottles at our firehouse, thereby keeping our equipment and personnel in our district. In addition to this, we would invite the other Irondequoit Departments to fill their bottles if needed as well.

Funding a project of this type would hugely improve our operations and be a benefit to our town emergency services and residents as a whole.

We thank you all in advance for your careful consideration.

Sincerely,

Kenneth Stavalone
Chief – St. Paul Blvd. Fire District

Jerome FIRE EQUIPMENT CO., INC.
SALES & SERVICE

www.jeromefire.com rbrown@jeromefire.com

8721 Caughdenoy Road, Clay, New York 13041 • 800-699-4533 • 315-699-5288 • Fax 315-699-8895

October 16, 2023

St. Paul Boulevard Fire District
433 Cooper Rd.
Rochester, NY 14617

Jerome Fire Equipment is pleased to provide the following quote on a Bauer Compressor System.

- Bauer Unicus 4S7K/20, All-N-One 7000 psi compressor, 20 HP, 20 CFM Charging rate, Automatic condensate Drain System, P5 Securus Filtration System, 5 Stage with inter-stage pressure gauges, Three position fill station. Four ASME cylinders mounted on the back of unit. **$130,921.00**
- Freight, Install of unit, Air quality test on start-up, training. **$4,000.00**

Jerome Fire Equipment proposes the above in the amount of **$134,921.00.**

Exclusions: Electrical Hook up, Installation of Breakers, Wiring, and Safety disconnect shutoff

Additional Options:

- Electronic CO Monitor. **$4,650.00**
- Panel mounted remote fill. **$1,625.00**
- Remote fill connection with cabinet mounted hose reel and 100' of 6000psi hose. **$3,975.00**

If you have any questions, please do not hesitate to call.
Sincerely,

Ryan Brown
Sales and Service Manager
Breathing Air Compressor

DAMARC
"Quality Inspection Services" LLC
760 200th St.
Dresser, WI 54009
Website: www.damarcquality.com
Office: 866-361-4321, Fax: (715) 755-4800
Alt. Phone #: 651-226-4652
Email: markrudek@hotmail.com

SCBA CONTAINMENT FILL STATION (CFS)

This is to certify that the Bauer Compressors, INC, 1328 Azalea Garden Road, Norfolk, Virginia, CFS Model have been tested and witnessed under the following parameters:

TEST DATE: August 27, 2012, Test 1

TEST SITE: New Mexico Institute of Mining and Technology, Energetic Materials Research and Testing Center, 1001 South Road, Socorro, New Mexico.

TEST ENCLOSURE: CFS – III, Poly composite liner, Three (3) SCBA Bottles DOT – SP 15136-379BAR, 5500 psi, TC –SU 10350-379, AGJ 1188, 75 minute, LUXFER P/N L 110A-001.

TEST PREPARATION: Insert three (3) SCBA bottles into CFS -III, fill to 5500 psi, place linear shape charge (LSC) on middle SCBA bottle approximately one third (1/3), downward from top of bottle, with LSC rated at 4" @ 100 grain/ foot.

PRESSURIZATION: Bauer 3-stage gasoline engine driven compressor. Bauer liquid filled gages, new off inventory self, not calibrated.

TIME OF RUPTURE: 12:45 pm, August 27, 2012

TEST RESULTS: Satisfactory – Two 4000 frame / second cameras and two live cameras were used to record test results. Observation of the charge set off and explosion of the center SCBA showed the CFS - III with poly liner held without failing. The CFS – III contained the fragments, did not open, protected the operator and after opening at Bauer Compressor's plant, protected the other two SCBA bottles.

CONCLUSION: The test results as described in NFPA 1901:2009 Para 24.9.7.2 was witnessed as successful.

WITNESSED: Larry Kern NB # 8014 – Damarc Quality Inspection Services LLC

ISO/IEC 17020 Accredited by ANSI-ASQ National Accreditation Board/A class Cert # AI 1377 Expires 2-17-2013

DAMARC
"Quality Inspection Services" LLC
760 200th St.
Dresser, WI 54009
Website: www.damarcquality.com
Office: 866-361-4321, Fax: (715) 755-4800
Alt. Phone #: 651-226-4652
Email: markrudek@hotmail.com

SCBA CONTAINMENT FILL STATION (CFS)

This is to certify that the Bauer Compressors, INC, 1328 Azalea Garden Road, Norfolk, Virginia, CFS Model have been tested and witnessed under the following parameters:

TEST DATE: August 28, 2012, Test 5

TEST SITE: New Mexico Institute of Mining and Technology, Energetic Materials Research and Testing Center, 1001 South Road, Socorro, New Mexico.

TEST ENCLOSURE: CFS – I, Poly liner, One (1) SCBA Bottle DOT – SP 15136-379BAR, 5500 psi, TC –SU 10350-379, AGJ 1188, 75 minute, LUXFER P/N L 110A-001.

TEST PREPARATION: Insert one (1) SCBA bottle into CFS - I, fill to 5500 psi, place linear shape charge (LSC) on SCBA bottle approximately one third (1/3), downward from top of bottle, with LSC rated at 4" @ 100 grain/ foot.

PRESSURIZATION: Bauer 3-stage gasoline engine driven compressor. Bauer liquid filled gages, new off inventory self, not calibrated.

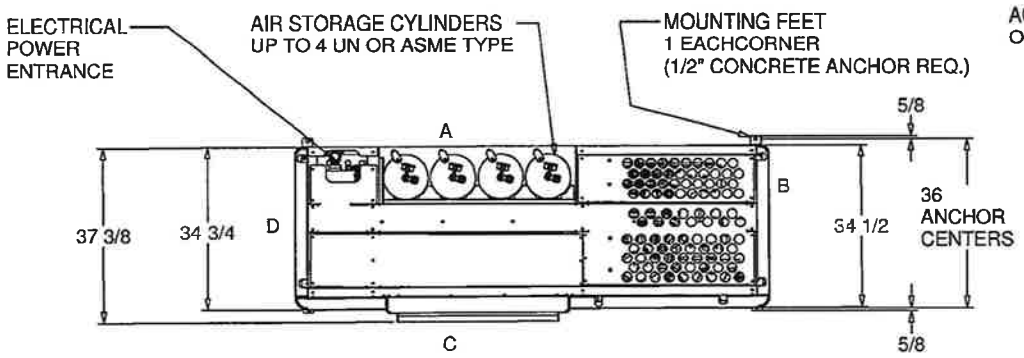
TIME OF RUPTURE: 11:05 am, August 28, 2012

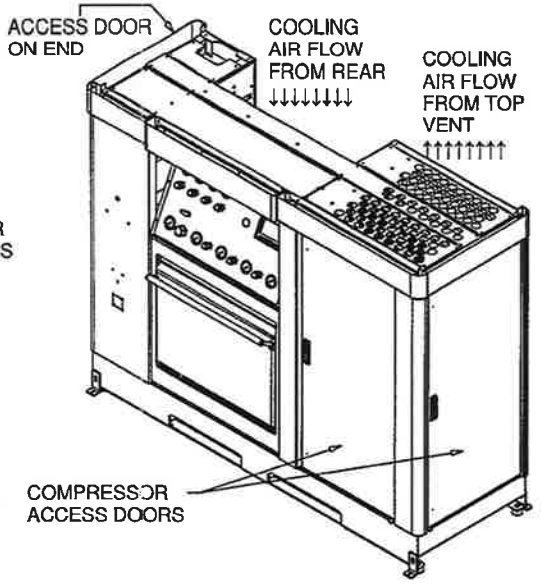
TEST RESULTS: Satisfactory – Two 4000 frame / second cameras and two live cameras were used to record test results. The CFS – I door held, protected the operator, and contained all fragments from the rupture.

CONCLUSION: The test results as described in NFPA 1901:2009 Para 24.9.7.2 was witnessed as successful.

WITNESSED: Larry Kern NB # 8014 – Damarc Quality Inspection Services LLC

ISO/IEC 17020 Accredited by ANSI-ASQ National Accreditation Board/A class Cert # AI 1377 Expires 2-17-2013

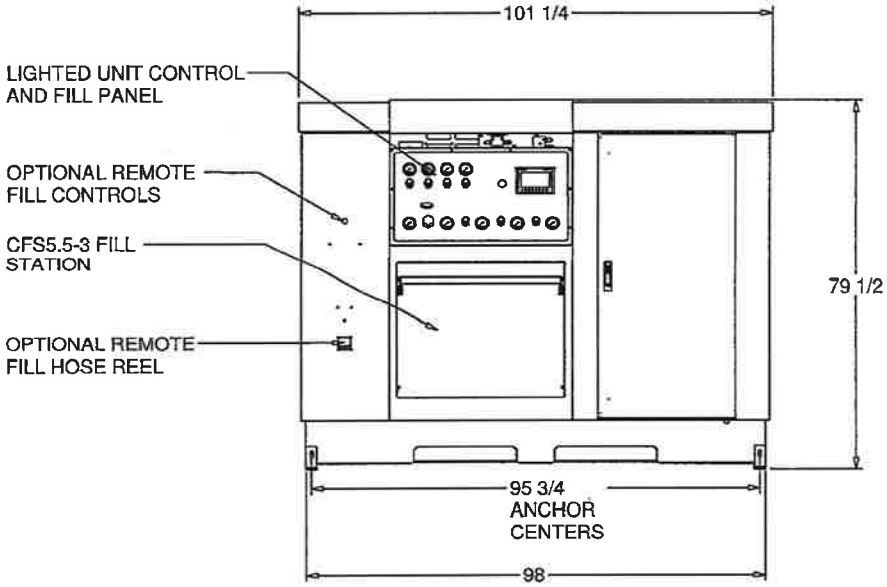




MINIMUM DISTANCE REQUIRED FOR OPERATION:
SIDE: A = 0"
SIDE: B = 36"
SIDE: C = 36"
SIDE: D = 36"

MINIMUM DISTANCE REQUIRED FOR COMPRESSOR MAINTENANCE
SIDE: A = 30"
SIDE: B = 36"
SIDE: C = 36"

UNIT WEIGHTS (WITH 4 ASME STORAGE)
UN4S/10H = 4350 LBS
UN4S/13H = 4400 LBS
UN4S/19H = 4500 LBS
UN4S/25H = 4550 LBS
UN4S/20 = 4500 LBS
UN4S/26 = 4550 LBS





APPROXIMATE WEIGHT N/A

ALL DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO CHANGE BASED ON UNIT OPTIONS AND CONFIGURATION

THIS DRAWING REFLECTS CURRENT DESIGN AND IS SUBJECT TO CHANGE WITHOUT PRIOR NOTICE

PRELIMINARY

COMPANY CONFIDENTIAL
THIS DRAWING AND ALL INFORMATION THEREIN IS PROPERTY OF BAUER COMPRESSORS, INC. IT IS CONFIDENTIAL AND MUST NOT BE MADE PUBLIC OR COPIED. IT IS LOANED SUBJECT TO RETURN UPON DEMAND. IT IS NOT TO BE USED DIRECTLY OR IN DIRECTLY IN ANY WAY DETRIMENTAL TO THE INTERESTS OF BAUER COMPRESSORS, INC.

DRAWN BY: JG	BAUER COMPRESSORS, INC.
DATE: 5/11/2018	NORFOLK, VIRGINIA
APVD. BY: JB	
DATE: 5/14/2018	TITLE: OUTLINE DIMENSIONS
SCALE: NA	
PAINT SPEC: PREP: NA / FINISH: NA	USAGE: UNICUS 4S
CAGE NUMBER: 57328	
CONTROLLED DOCUMENT: X	DRAWING #: ASY-2151 / REV: - / ISSUE DATE: 5/11/2018 / SHT 1 OF 1

7000 PSIG ALL IN ONE SYSTEM: UNICUS®4S & 4i

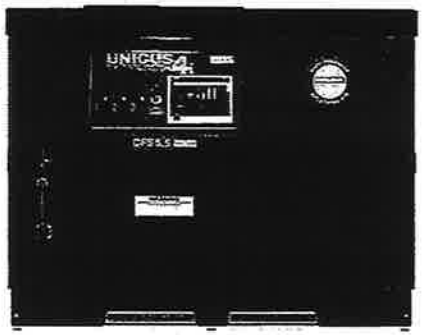
BAUER COMPRESSORS, INC. is the first company to offer a fully unitized compressor system built for 7000 PSIG service. Let's start with continuous duty BAUER 7000 PSIG compressors, which were in existence well before others put pen to paper. We couple the compressor to a BAUER high pressure breathing air purification system that meets the rigorous CGA, NFPA, and many other global standards for high pressure breathing air. A sound attenuated cabinet enclosure incorporates a four (4) cylinder 7000 PSI ASME air storage system along with an NFPA compliant 3-positon containment SCBA fill station. Operations and systems functions are simplified with everything located on a centrally located and illuminated operations panel, including an ergonomic and intuitive HMI touchscreen.

Additionally, we are offering you two (2) modes of operation, analog or automatic. The UNICUS® 4S is your choice for all things manually controlled. Should your department wish the automated path, select the UNICUS® 4i. If you want to dress your unit in concert with the Fire Departments theme, ask about our Fire Edition package. Look to BAUER COMPRESSORS when your department needs the best all-in-one compressor system on the market today, backed by our global network of service partners.

FIRE

- **PRESSURE:** Up to 7000 PSIG (483 BAR)
- **CHARGING RATE:** 13 to 20 SCFM (368 to 566 L/MIN)
- **POWER:** 15 to 20 HP (11 to 15 kW)

7K



› UNICUS® 4i /7K

OPTIONAL



UNICUS® 4i
FIRE EDITION
OPTIONAL FIRE EDITION PAINT SCHEME
(SHOWN HERE)

STANDARD SCOPE OF SUPPLY

- BAUER breathing air purification system with B-SECURUS
- BAUER PLC based controller with 7" color HMI touchscreen display on 4S; 15" HMI on 4i
- NEMA 4 rated electrical enclosure with UL® listed control panel
- Compressor low oil pressure and high temperature safety shutdowns
- Emergency stop push button
- Hinged cascade fill control panel with Lexan laminate air flow/fill schematic
- Audible alarm on safety shutdowns
- Inlet filter maintenance indicator
- Automatic condensate drain system with non-corrosive condensate reservoir and integrated float sensor and automatic "Full" indication and compressor shutdown
- Four (4) ASME 7000 PSI code stamped air cylinders; Cylinders are rated with a 3:1 SF
- Sound attenuating enclosure with slam-action latches and lift-off type hinges
- NFPA 1901 2016 edition compliant 3 position containment fill station accommodates SCBA or SCUBA cylinders up to 31" overall length
- Manually controlled dual-function 4 bank cascade controls with air direction valve are standard on the 4S models; Automatic cascade controlled logic is standard on the 4i models

AVAILABLE ACCESSORIES (FACTORY INSTALLED)

- BAUER Gas-Tek™ CO monitoring system
- BAUER RFIDPro™ SCBA data logging (UNICUS 4S)
- RFID data tags (UNICUS 4i & UNICUS 4S)
- RFID SCBA data logging intergrated into fill station (UNICUS 4i)
- 100 ft high-pressure cabinet enclosed hose reel
- Panel mounted remote fill hose connection
- Dual Fill-all SCBA positions
- Tri Fill-all SCBA positions

SYSTEM FOOTPRINT

DIMENSIONS L x W x H inches (mm)
› 101" x 38" x 80" (2565mm x 965mm x 2032mm)
WEIGHT pounds (kg)
› 4350 - 4550 lb (1973 - 2064 kg)

FIRE

TECHNICAL DATA

Model	Charging Rate[1]		Number of Stages	Motor		FAD[2]	RPM	Purification System
	SCFM	L/MIN		HP	kW			
7000 PSIG (483 BAR)[3]								
UN 4S-15/7K	13	368	4	15	11	10.8	960	PS B-SECURUS
UN 4S-20/7K	20	566	5	20	15	17	1300	PS B-SECURUS
UN 4i-15/7K	13	368	4	15	11	10.8	960	PS B-SECURUS
UN 4i-20/7K	20	566	5	20	15	17	1300	PS B-SECURUS

1) Based on recharging an 80 cubic foot tank from 500 to 3800 psig. 2) Compressor capacity referenced to standard inlet conditions.
3)-Three phase electric, 208/230/460 VAC/60 Hz. Other voltages available on request. Dimensions and weight are approximate and are subject to change.

OPTIONAL ACCESSORIES - 7000 SERIES UNICUS 4S & UNICUS 4I

Item	Description	
0001	BAUER Gas-Tek™ Electronic carbon monoxide monitor complete with calibration kit wired for alarm and shutdown. (calibration gas included)	GT/CO/III
0002	Panel mounted remote fill hose connection. Includes bulkhead fitting, adjustable regulator for up to 6000 PSIG service, gauge, isolation valve and quick connect/disconnect fitting (hose no included)	/RF/REG
0003	UN4 remote fill hose connection including adjustable regulator for up to 6000 PSIG service, gauge and isolation valve connected to a cabinet enclosed hose reel with 100 feet of hose rated for 6000 PSIG service	UN4/RF/REL-9
0004	DUAL-FILL, high/low, quick connect fill system (specify fill presures)	DUAL-FILL/3 position
0005	TRI-FILL, high/low/SCUBA, quick connect fill system (specify fill pressures)	TRI-FILL/3 position
0006	Fire Edition paint scheme	
FOR UNICUS® 4i ONLY		
0007	RFID SCBA Data Logging	RFID4i
0008	RFID DATA TAGS Each kit incdues 25-each tags	KIT-0557

Resolution No. 2024-____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING A DONATION FROM SPECIAL EVENTS TO ST. KATERI TEKAKWITHA PARISH

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 16th day of July, 2024 at 7:00 p.m. local time, there were

PRESENT:

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

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

WHEREAS, the Town of Irondequoit hosts a number of events and, from time to time, use the building, premises, and parking available at St. Kateri Tekakwitha Parish located at 445 Kings Highway South, Rochester, NY 14617 (the "Property"); and

WHEREAS, the Town wishes to make a donation of $1,000 to the St. Kateri Tekakwitha Parish in gratitude and to acknowledge the use of the Property for Town events held in 2024; and

WHEREAS, the funds for the donation are available in the special events fund.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes this donation to St. Kateri Tekakwitha Parish to be made on or after July 4, 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_____

Resolution No. 2024- _____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING ATTENDANCE AT THE BASIC NEGOTIATOR SCHOOL- NEW YORK ASSOCIATION OF HOSTAGE NEGOTIATORS AND DCJS CERTIFICATION

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 July 2024, at 7:00 p.m. local time, there were

PRESENT:

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

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

WHEREAS, the Chief of Police recommends that an Police Officer attends the Basic Negotiator School- New York Association of Hostage Negotiators and DCJS Certification 2024 school in Canandaigua, New York, beginning August 19th and ending August 23rd, 2024; and

WHEREAS, the course objective is for attendees to gain a better understanding of the negotiation concepts, guidelines, and equipment needed when dealing with subject(s) during a hostage, barricade, or suicide situation. This basic course will prepare and provide the officers with tools, knowledge, and resources to perform crisis negotiations in the field. The details of the course are attached as **Attachment A** hereto; and

WHEREAS, funding for this conference is available in the 2024 Police Department budget, Account 001-3120-4100. The registration cost for this training is $199.00.

NOW, THEREFORE BE IT RESOLVED, the Town Board hereby authorizes that a Police Officer attends the Basic Negotiator School- New York Association of Hostage Negotiators and DCJS Certification 2024 school in Canandaigua, New York, beginning August 19th and ending August 23rd, 2024; and

This resolution shall take effect immediately upon its adoption.

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

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

Basic Negotiator School - NYAHN and DCJS Certification

REGISTER



Save the date

August 19 - 23, 2024 (CEST)

Add to Calendar

Venue Location

Finger Lakes Community College
Canandiaga, New York

Show on map

Organizer

Organizer: New York Association of Hostage Negotiators, NYS DCJS, Finger Lakes Community College, Finger Lakes Law Enforcement Training Academy

Phone: +1 5852601220

Contact Person: Samuel Farina

Email: ssfarina@aol.com

Event Details

Course Description:
During this five (5) day course, participants have the opportunity to learn more about contemporary crisis negotiation issues. The course content includes a historic overview of crisis negotiations, the types of incidents and barricaded subjects and how to differentiate between a hostage and crisis situation. Participants will learn the number one priority that should always be considered during a crisis negotiation situation and the components of the negotiation process. Participants will also learn communication techniques that will familiarize them with the importance of the initial contact, dealing with demands and deadlines, when to call a time out, and the surrender phase. Methods and techniques for dealing with third party intermediaries and the media will be discussed during the course. All participants will be familiarized with the negotiation team make-up and selection, Hostage Negotiations Team/SWAT relations and the importance of recognizing negotiator stress. Participants will be involved in role-play and active listening exercises exclusive to the negotiation process.

Course Objectives:
As a result of attending this program, attendees will gain a better understanding of the negotiation concepts, guidelines and equipment needed when dealing with subject(s) during a hostage, barricade or suicide situation. Officer's will be familiar with and be able to recognize high risk factors that indicate a significant potential for loss of life and the elements necessary for a successful negotiation resolution. This basic course will prepare/provide the law enforcement professional with the tools, resources and knowledge necessary to perform crisis negotiations in the field. Additionally, the attendee will have the necessary training to gain the understanding of the negotiation process, phases, complexities and psychology necessary to resolve hostage/barricade or suicidal situations.

" List the various types of incidents and types of subject(s) encountered during a hostage, barricade, or suicide situation.
" Familiarized with demands and deadlines and list the non-negotiable demands.
" Explain the various ways and means of communicating with subjects and how to deal with third party intermediaries.
" Understanding the Terrorist and Extremist
" Plan and prepare with the necessary equipment, training and personnel to respond a barricade incident.
" Hostage Negotiations Team/SWAT relations (Team Concept) and list various force options available during an incident

Course Limitations/Qualifications:
The course is limited to the first 24 attendees who register. Those attending must be a full-time certified police or peace officer and approved by their respective agency CEO to attend.

Venue:
This course will be held in Canandaigua, NY and sponsored by the Finger Lakes Law Enforcement Academy. Start time is 0800 and end at 1600 hours.

Speakers



Samuel Farina
Chief (ret.) at Fairport Police Department



Thomas Fitzak
Officer at IPD



Matt McGrath
Chief at FLCC Police



Benny Perra
Sergeant at Utica PD

Sponsors and Partners

Organizer

NEW YORK Association of Hostage Negotiators NYS DCJS Finger Lakes Community College

Finger Lakes Law Enforcement Training Academy

Tickets

Basic Hostage Negotiator Admission

Early Bird Price	$199

Register

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Resolution No. 2024 - _____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT REGARDING BELMEADE DRAINAGE PROJECT

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 16th day of July, 2024, at 7:00 p.m. local time, there were

PRESENT:

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

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

WHEREAS, the Town desires to construct a debris control structure ahead of a culvert/storm sewer near Belmeade Road to resolve frequent flooding due to debris build-up at the inlet of the culvert (the "Belmeade Drainage Project"); and

WHEREAS, the Town Engineer has determined that the Belmeade Drainage Project is an Unlisted Action under the State Environmental Review Act ("SEQRA"); and

WHEREAS, pursuant to 6 NYCRR 617.7(c), the Town Board has considered the Short Environmental Assessment Form ("EAF") dated June 20, 2024, attached hereto as **Attachment A**. The Town Board has analyzed the potential environmental impacts of the Belmeade Drainage Project pursuant to the requirements of SEQRA and finds that the proposed action will not result in any significant adverse environmental impacts; and

WHEREAS, pursuant to SEQRA, a Negative Declaration is therefore issued for the Belmeade Drainage Project under the State Environmental Review Act ("SEQRA").

NOW THEREFORE BE IT RESOLVED, that the Town Board adopts the Negative Declaration attached hereto and made a part regarding the Belmeade Drainage Project.

AND BE IT FURTHER RESOLVED, that the Town Supervisor shall file the Negative Declaration along with this Resolution with the Town Clerk, forward these documents to any person who requests a copy, and maintain the EAF and Negative Declaration in a file regularly accessible to the public.

AND BE IT FURTHER RESOLVED, that the Town Board finds that requirements of 6 NYCRR Part 617.7 (c) have been met.

This resolution shall take effect immediately upon its adoption.

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

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

Resolution No. 2024 - _____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AWARDING A BID FOR THE BELLEHURST PUMP STATION IMPROVEMENT PROJECT

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 16th day of July 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, it is necessary to replace the existing suction lift pumps with new submersible pumps, and other appurtenances at the Bellehurst Pump Station (the "Project"); and

WHEREAS, the Town of Irondequoit issued an Invitation to Bid and caused the Notice to Bid to be published in the *Daily Record* on May 24, 2024, as well as publishing the Invitation to Bid on the Town website in compliance with General Municipal Law § 103 and Chapter 51 of the Irondequoit Town Code, requesting bids for the Project (Town Bid No. 2024-04), in order to ascertain the best value to the Town; and

WHEREAS, sealed bids were received and publicly opened and read on June 20, 2024; and

WHEREAS, the lowest responsible bidder was Rochester Earth, Inc. in the amount of $532,000; and

WHEREAS, funding for this expense will be available in account # H8148125-520170; and

WHEREAS, pursuant to Town Board resolution 2023-283, the Town Board determined that the Project is a Negative Declaration action pursuant to 6 NYCRR § 617.6(b)(4) (replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.6 of this Part) and (6) (street openings and right-of-way openings for the purpose of repair or maintenance of existing utility facilities) and therefore no

further review is needed pursuant to the New York State Environmental Quality Review Act (6 NYCRR § 617.5(a)).

NOW THEREFORE BE IT RESOLVED, that the Town Board awards the bid for Bellehurst Pump Station Improvements to Rochester Earth, Inc. in the amount of $532,000.

AND, BE IT FURTHER RESOLVED THAT, the Town Board authorizes the Town Supervisor to execute any and all documents related to this award with approval from the Town Attorney.

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	_____

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

Name of Action or Project:
Belmeade Drainage Swale & Culvert

Project Location (describe, and attach a location map):
Belmeade Rd, Irondequoit NY 14617

Brief Description of Proposed Action:
A debris control structure is proposed ahead of a culvert/storm sewer near Belmeade Road in the Town of Irondequoit, NY. Frequent flooding has been occurring on Belmeade Road near the vacant lot located at 373 Belmeade Rd. An unnamed tributary enters a 42" metal pipe through a headwall near the northeast corner of the lot. From there water flows through approximately 1,380 feet of a closed drainage system before outletting to an open channel near the intersection of Oakview Drive and Shadowlawn Court.

Hydraulic analysis indicated that the existing pipes appeared to be adequately sized to handle a 10 year storm event, and that the culvert's capacity is being limited by debris build up at the inlet of the culvert. Since increasing the size of the existing culverts and storm sewers would carry a significant expense to the Town, a debris control structure ahead of the culvert / storm sewer is proposed.

Name of Applicant or Sponsor:	Telephone: 585-336-6090
Town of Irondequoit (Contact: Erin Magee, Commissioner of Public Works)	E-Mail: publicworks@irondequoit.gov

Address:
2629 East Ridge Road

City/PO:	State:	Zip Code:
Rochester	NY	14622

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: USACE - Wetland permitting; NYSDEC - Wetland permitting; Department of State - Coastal Consistency Review (poss.); USFWS - Species consultation; SHPO - Consultation	☐	☑

3. a. Total acreage of the site of the proposed action? +/-1 acres
   b. Total acreage to be physically disturbed? +/-1 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? NA acres The Town of Irondequoit owns the project area as well as surrounding roadways.

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☑ Aquatic ☐ Other(Specify):
   ☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
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?		
If Yes, identify: _____	☑	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
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?	☐	☑

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies:	☐	☑

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____	☑	☐
N/A. Potable water is not necessary for this project.		

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____	☑	☐
N/A. Wastewater treatment is not necessary for this project.		

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☑	☐
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?	☑	☐

	NO	YES
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?	☐	☑
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: _____		
The trash rack installation may disturb an area of stream bed or bank in front of the stormwater inlet. As a mapped NYSDEC Class B stream, any disturbance to the bed or banks of the channel would require an Article 15 Protection of Waters permit.		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☑ Wetland ☐ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? See note below.	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☑	☐
If Yes, a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe: _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	☑	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	☑	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: _____ Date: _____

Signature: _____ Title: _____

Question 15: The EAF Mapper did not flag any endangered or threatened species for this site. USFWS's Information for Planning and Consulting (IPaC) database flagged the Northern Long-Eared Bat (NLEB) (Endangered) and Monarch Butterfly (candidate species). The project received a determination from USFWS of "No Effect" for the NLEB. Since the Monarch Butterfly is not classified as endangered or threatened, it is not protected by current legislation.

PRINT FORM

EAF Mapper Summary Report

Monday, March 11, 2024 2:06 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Agency Use Only [If applicable]

Project:	
Date:	

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	**Moderate to large impact may occur**
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

PRINT FORM

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

See attached Part 3 narrative.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Town of Irondequoit	
Name of Lead Agency	Date
Erin Magee	Commissioner of Public Works
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

EAF Part 3 Narrative Attachment

Town of Irondequoit

Belmeade Drainage Project

The Town of Irondequoit (the "Town") proposes the construction of a debris control structure ahead of a culvert/storm sewer near Belmeade Road in the Town of Irondequoit, NY, 14617. The Town seeks to resolve frequent flooding that has been occurring on Belmeade Road due to debris buildup at the inlet of the culvert.

The Irondequoit Town Board (the "Board") thoroughly analyzed the proposed Belmeade Drainage Project (the "Project") and its environmental setting, utilizing the criteria specified in 6 NYCRR § 617.7. The Town Board examined Part 1 of the Short Environmental Assessment Form ("EAF") prepared for the Project and retained environmental professionals to review available information regarding potential impacts from the Project.

The Board has considered the impacts of short-term construction activities, as well as the long-term operation of the project in preparing its determination of significance for the proposed action. In order to assess whether the potential impacts identified in the Part 1 EAF may have a significant adverse impact on the environment, the impacts reasonably expected to result from the proposed action were compared against the criteria for determining significance provided in 6 NYCRR 617.7.

Based on this analysis, the Town has not identified any large, significant adverse impacts on the environment as a result of the proposed action. Instead, the potential impacts identified using Part 2 of the EAF were found to be small in importance, particularly in consideration of their magnitude, geographic scope, irreversibility, duration, number of people affected, and probability. The Board therefore issues a Negative Declaration for the project.

The following is provided to document the reasoning and findings of the Board with regard to the significance of potential environmental impacts, including the conclusion that no potentially significant adverse environmental impacts have been found.

The information below is provided to document issues where small impacts have been identified for the proposed action.

Impact on Flooding

The proposed project strives to resolve flooding issues around Belmeade Road in the Town of Irondequoit by implementing additional stormwater management infrastructure. The project's debris control structure has been designed to mitigate this issue. As such, flooding issues are anticipated to be reduced, and drainage should be improved as a result of the proposed project.

Impact on Species

US Fish and Wildlife Service's IPaC database flagged the Northern Long-Eared Bat (NLEB) (Endangered Species) and Monarch Butterfly (Candidate Species) as potential species of concern. However, according to NYSDEC's Environmental Resource Mapper, no critical NLEB habitat has been identified in the proposed project area, and according to a consistency letter issued by USFWS, the project is anticipated to have "No Effect" on the NLEB. The Monarch Butterfly is not currently endangered or threatened at the federal or state level, and therefore is not currently protected by regulation. Additionally, no species were flagged by the NYSDEC's EAF Mapper. As such, no significant adverse impacts have been identified for threatened or endangered species as a result of the proposed project.

Impact on Aesthetic Character

The project proposes to build a control structure ahead of the existing culvert, which would add an additional human-made structure to the aesthetic view of the stream/forest habitat. However, the area is also in direct view of suburban development, and due to the existing culvert, the aesthetic natural view was already partially disturbed. Stormwater infrastructure is a common sight in a suburban neighborhood setting. As such, no significant adverse impacts to aesthetic resources have been identified as a result of the proposed project.

Impact on Surface Water

The proposed project may have a small impact on wetlands. The trash rack installation may disturb an area of the stream bed or bank in front of the stormwater inlet. As a mapped NYSDEC Class B stream, any disturbance to the bed or banks of the channel would require an Article 15 Protection of Waters permit, which will be obtained by the Town of Irondequoit prior to any construction activity. As such, the impact to wetlands would be small and addressed with appropriate permitting.

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD AUTHORIZING MONROE COUNTY TO INSTALL BIKE LANE SIGNS ON A PORTION OF EAST RIDGE ROAD

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 16th day of July, 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, a request from Monroe County Department of Transportation ("MCDOT") was received by the Town Clerk's office proposing the installation of Bike Lane signs eastbound on East Ridge Road starting 906' east and opposite Ridgewood Drive and ending at Walnut Park and westbound on East Ridge Road starting 40' west of Kane Drive and ending 210' west of Forest Avenue, the request is attached hereto as **Attachment A**;

WHEREAS, the above-mentioned portion of East Ridge Road is a County Road and MCDOT's request is made pursuant to the authority granted by New York State Vehicle and Traffic Law §§ 1651 and 1652-a; and

WHEREAS, MCDOT will install the Bike Lane signs in accordance with the National Manual of Uniform Traffic Control Devices and New York State Supplement and thereafter maintenance and ownership of the signs will transfer to the Town; and

WHEREAS, the Town Board has determined it is in the best interest of the Town to allow the installation of Bike Lane signs as proposed by MCDOT; and

WHEREAS, the Town Board has considered the matter in context of the State Environmental Quality Review Act ("SEQRA"), and determines that installing traffic control devices on existing streets, roads, or highways is a Type II action for SEQRA purposes, as described in 6 NYCRR § 617.5 (c)(22), and thus is not subject to review under Part 617 of the State Regulations.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby approves the installation of Bike Lane signs as proposed by MCDOT.

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	_____

Department of Transportation

Monroe County, New York

Adam J. Bello
County Executive

Thomas J. Frys, P.E.
Director

May 14, 2024

Barbara Genier
Town Clerk
1280 Titus Avenue
Rochester, NY 14617

RE: EAST RIDGE ROAD - TRAFFIC CONTROL DEVICE ESTABLISHMENT ORDINANCE – BIKE LANES

Dear Ms. Genier:

The County of Monroe Department of Transportation, pursuant to authority granted by Sections 1651 and 1652-a of the New York State Vehicle and Traffic Law, does hereby request the establishment of the following traffic controls:

SIGN TYPE/DIRECTION	LOCATION
Bike Lane /Eastbound	East Ridge Road: 906' East + opposite Ridgewood Drive to Walnut Park
Bike Lane/ Westbound	East Ridge Road: 40' West of Kane Drive to 210' West of Forest Avenue

Please have your Town Board pass an appropriate ordinance for this regulation at your earliest convenience. The Monroe County Department of Transportation is installing the above-mentioned traffic control devices in accordance with the National Manual of Uniform Traffic Control Devices and New York State Supplement to establish the above regulation. By signing below, the Town acknowledges that upon completion of the original sign installation, maintenance and ownership of the associated No Stopping signs shall transfer to the Town.

Thomas J. Frys, P.E.
Director of Transportation

Town Clerk Date
Town of Irondequoit

Please sign, date and return this form and a copy of the ordinance to the Monroe County Department of Transportation as soon as possible.

H:\Sub\T\TRAFFIC CONTROL ORDINANCE\East Ridge Road Bike Lanes.docx

50 West Main Street • Suite 6100 City Place Building • Rochester, New York 14614-1231
(585) 753-7720 • *fax:* (585) 753-7730 • *www.monroecounty.gov* • email: *mcdot@monroecounty.gov*

Resolution No. 2024- _____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD CALLING FOR A PUBLIC HEARING ON A LOCAL LAW AMENDING ARTICLE VII OF CHAPTER 222 OF THE TOWN CODE RELATING TO INSTALLATION OF NO STOPPING SIGNS

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 16th day of July, 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 to amend Article VII, Schedule XIII of Chapter 222, also referred to as § 222-63, as it applies to § 222-17 of the Code of the Town of Irondequoit, and the proposed law is attached hereto as **Attachment A**; and

WHEREAS, a request from Monroe County Department of Transportation ("MCDOT") was received by the Town Clerk's office proposing the installation of No Stopping signs on the east and west side of East Ridge Road from Kane Drive to Culver Road, the request is attached hereto as **Attachment B**;

WHEREAS, the above-mentioned portion of East Ridge Road is a County Road and MCDOT's request is made pursuant to the authority granted by New York State Vehicle and Traffic Law §§ 1651 and 1652-a; and

WHEREAS, MCDOT will install the No Stopping signs in accordance with the National Manual of Uniform Traffic Control Devices and New York State Supplement and thereafter maintenance and ownership of the No Stopping signs will transfer to the Town; and

WHEREAS, the Town Board has determined it is in the best interest of the Town to change Schedule XIII to accommodate the installation of No Stopping signs as proposed by MCDOT; and

WHEREAS, the Town Board has considered the matter in context of the State Environmental Quality Review Act ("SEQRA"), and determines that installing traffic control devices on existing streets, roads, or highways is a Type II action for SEQRA purposes, as described in 6 NYCRR § 617.5 (c)(22), 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 matter on **August 20, 2024 at 7:3Xpm.**

AND BE IT FURTHER RESOLVED, that the Town Clerk shall give notice of the hearing by publishing in the Town Newspaper specifying the time and the place where such hearing will be held, and in general terms describing the Proposed Law, such notice to be published at least three days prior to the date of the hearing.

The resolution shall take effect immediately upon its adoption.

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

ATTACHMENT A

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

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

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

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

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

Department of Transportation

Monroe County, New York

Adam J. Bello
County Executive

Thomas J. Frys, P.E.
Director

May 14, 2024

Barbara Genier
Town Clerk
1280 Titus Avenue
Rochester, NY 14617

RE: EAST RIDGE ROAD - TRAFFIC CONTROL DEVICE ESTABLISHMENT ORDINANCE – BIKE LANES

Dear Ms. Genier:

The County of Monroe Department of Transportation, pursuant to authority granted by Sections 1651 and 1652-a of the New York State Vehicle and Traffic Law, does hereby request the establishment of the following traffic controls:

SIGN TYPE/DIRECTION	LOCATION
No Stopping Anytime: East Side and West Side	East Ridge Road: Kane Drive to Culver Road

Please have your Town Board pass an appropriate ordinance for this regulation at your earliest convenience. The Monroe County Department of Transportation is installing the above-mentioned traffic control devices in accordance with the National Manual of Uniform Traffic Control Devices and New York State Supplement to establish the above regulation. By signing below, the Town acknowledges that upon completion of the original sign installation, maintenance and ownership of the No Stopping signs shall transfer to the Town.

Thomas J. Frys, P.E.
Director of Transportation

Town Clerk
Town of Irondequoit

Date

Please sign, date and return this form and a copy of the ordinance to the Monroe County Department of Transportation as soon as possible.

H:\Sub\T\TRAFFIC CONTROL ORDINANCE\East Ridge Road No Stopping.docx

50 West Main Street • Suite 6100 City Place Building • Rochester, New York 14614-1231
(585) 753-7720 • *fax:* (585) 753-7730 • *www.monroecounty.gov* • email: *mcdot@monroecounty.gov*

Resolution No. 2024 -

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION ABANDONING INTEREST IN AN EASEMENT

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 16th day of July, 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 to the Town

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

WHEREAS, the owner of the property located at 2190-2194 Hudson Avenue (the "Property") within the Town obtained approval from the Town Planning Board of a site plan to subdivide the Property and to construct a retail store on a portion of the Property; and

WHEREAS, the approved final and preliminary site plan contemplated the dedication of a portion of the Property to the Town as an easement to grant the Town access to and the ability to properly maintain sanitary sewer facilities and a stormwater drainage pipe on the Property. The site plan contemplated by the Planning Board is attached hereto as **Attachment A**; and

WHEREAS, although contemplated on the approved site plan, no such easement or dedication was executed and no record of the easement exists in the Town files or in the office of the County Clerk; and

WHEREAS, the sanitary sewer facilities and stormwater drainage pipe only service one business located on the Property and the Town Superintendent of Highways recommends abandoning any interest the Town may have in the easement; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board formally abandons the easement contemplated in the approved site plan for 2194 Hudson Avenue by the Town Planning Board.

AND, BE IT FURTHER RESOLVED, that the Town Board authorizes the Town Supervisor and Town Superintendent of Highways to execute any and all documents related to this easement as approved by the Attorney for the Town.

This resolution shall take effect immediately.

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_____

Newberry Associates
1400 St. Paul Blvd
Rochester, NY 14621

RECORD OF DECISION
IRONDEQUOIT PLANNING BOARD MEETING
December 9 , 2013
(Meeting date)

Property Address: 2194 Hudson Avenue Case Number: PB1309-1

NATURE OF PROJECT:

Request by APD Engineering & Architects, acting as agent for ALDI, Inc., for **PRELIMINARY & FINAL SITE PLAN APPROVAL** to construct a 16,852 ± SF ALDI store & a 5,017 ± SF Retail Store with parking, utilities, lighting and landscape improvements, on premises **2194 HUDSON AVENUE**, in a MUC – Mixed Use Commercial District & R-5 Residential District.

State Environmental Quality Review Act (SEQRA) Determination:

The project is an **UNLISTED ACTION / NEGATIVE DECLARATION** pursuant to S.E.Q.R.A. and it is **not likely** to have a significant impact on the environment.

DECISION:

To grant **FINAL SUBDIVISION APPROVAL; PRELIMINARY & FINAL SITE PLAN APPROVAL** per plans prepared by: APD Engineering & Architecture, Dated: 9/09/13, Revisions Dated: 9/26/13, 11/15/13, Project No: 12-0248, Drawing No's: CS, ES1, ES2, ES3, C1, C2, C3, C4, C5, C6, C7, C8, C9, TTI and TTE; and plans prepared by: James H. Missell and Associates, Dated: Aug. 2013, Drawing No's: SPHUDSON3 & HUD3RS and plans prepared by: Security Lighting Systems, Dated: 9/11/13, Drawing No: 1PCP28161; with the following revisions and conditions:

1. ***Subject to installing wrought iron fencing at pedestrian access.***
2. ***Subject to installing public street lights to match I-Square's style.***
3. ***Signage subject to be internally lit on the building and externally lit on the pylon sign.***
4. ***Subject to the pylon sign to be 15' in height with a 24" high brick base.***
5. ***Offered a Positive Referral to the Town Board for building square footage credits.***
6. ***Offered a Positive Referral to the Zoning Board of Appeals for required Area Variances.***

FILE COPY

Record of Vote:
On Motion by Board Member MCDONALD Seconded by Board Member GOATER

BLOCCHI---------- AYE
GOATER----------AYE
MCDONALD----------AYE
PALERMO---------- ABSENT
PLUKAS----------AYE
RICCI----------ABSENT
WEHNER----------AYE

Appeal from this decision must be filed within thirty (30) days from the date the Record of Motion is filed with the Town Clerk. Notice of such appeal must be filed with the N.Y.S. Supreme Court at the Monroe County Clerk's office.

This approval is subject to the applicant obtaining all other necessary approvals and meeting all applicable code requirements.

REQUIREMENTS OF FINAL APPROVAL:

Provide two (2) stamped/signed copies of Final Subdivison and/or Site Plan(s), including any approved modifications by the Planning Board, Town Engineer or any other Town represented committees.

All Plans shall bear the original stamp and signature of the project engineer or architect. (Please leave a 3″ x 4.5″ area for the Town's signature block).

The subject project plans may also require approval of the following agencies before a building permit may be issued:

- *Town Engineer*
- *Town Commissioner of Public Works*
- *Town Fire Marshal*
- *NYS Department of Environmental Conservation*
- *MC Health Department*
- *MC Department of Transportation*
- *MC Department of Pure Waters*
- *Local Water Authority*
- *Local Fire Department*

The applicant shall not undertake any construction or site preparation work or occupy the subject premises for the approved use without the issuance of a **notice to proceed and/or a building permit** from the Department of Development Services.

FILE COPY

Enclosed for your convenience is a Permit Application that needs to be completed and submitted to the Building Department for Permit issuance.

_____
Peter Wehner, Chairman
Irondequoit Planning Board

PW/mkn

Cc: Supervisor Bello
Director of Development Services
Commissioner of Public Works
Fire Marshal
Building Inspector
Aldi, Inc.
APD Engineering & Architects
File

A BUILDING PERMIT MUST BE OBTAINED

File Copy

0' 20' 40' 80' 120'

SCALE: 1"=40'

BEARINGS SHOWN HEREON ARE REFERENCED TO GRID

LEGEND

EXISTING PROPERTY LINE
EXISTING UTILITY EASEMENT
FOUND IRON PIN\PIPE
MONUMENT TO BE SET
FOUND ROW MONUMENT

SURVEY MONUMENTATION

THE HORIZONTAL DATUM SHOWN HEREON IS REFERENCED TO THE N.Y.S. PLANE COORDINATE SYSTEM (N.A. 1927),WESTERN ZONE, TRANSVERSE MERCATOR PROJECTION ,THROUGH CONTROL TIES TO THE FOLLOWING MONUMENTS WITH AN INDICATED ACCURACY OF 1:10,000 OR GREATER.

MON HOWARD (C&GS) 1925,1969
N= 1171368.455
E= 761844.768
ELEVATION= 400.036'

MON 1317 (MCGS) 1972
N= 1171344.792
E= 762557.175
ELEVATION= 397.6'

SCALE FACTOR= 1.0000160
SEA LEVEL CORR.= 0.9999808
COMBINED FACTOR= 0.9999657
COORDINATES SHOWN HEREON ARE GRID
DISTANCES ARE GROUND, BEARINGS ARE GRID

MONUMENTATION TABLE

MONUMENT	NORTHING	EASTING
A	1170405.1030	763712.6586
B	1170413.2039	763856.6528
C	1170425.9404	763898.0238
D	1170527.6890	764054.9386
E	1170547.2425	764101.2212

FLOOD DATA

THE PARCELS SHOWN ARE IN ZONE X AS SHOWN ON THE FLOOD INSURANCE RATE MAP NUMBER 36055C0203G DATED AUGUST 28, 2008 AND IS THEREFORE BEEN DETERMINED TO BE OUTSIDE THE 100 YEAR FLOOD ZONE.

RECEIVED
COUNTY OF MONROE
REAL PROPERTY TAX SERVICE
2014 JUN -9 A 9:44

TITUS AVENUE
HUDSON AVENUE
SITE
PLAZA DRIVE
DRAKE DRIVE
DALESIDE DRIVE
DRAKE DRIVE

LOCATION MAP

IRONDEQUOIT

N/F
IRONDEQUOIT VILLAGE, LLC
#2234 HUDSON AVENUE
T.A.# 76.15-6-43.1

N/F
BRUCE A SCHAUBROECK
#51 LORRAINE DRIVE
T.A.# 76.15-6-42

N/F
ROBERT J. VINCIGUERRA
#41 LORRAINE DRIVE
T.A.# 76.15-6-45

DRAKEWOOD SUBDIVISION
LIBER 123,OF MAPS, PAGE 51

ZONING DISTRICT LINE

ZONED R-5

2 STORY BRICK APARTMENT BUILDING

ZONED MUC

ASPHALT PARKING

ASPHALT DRIVE

BRICK PILLARS

1170753.7371
761897.4239

N 2°44'59" W
12.00

ROW MONS

N 7°59'52" W
33.06

433.65

N 86°47'5" E
1004.15

570.50

1170810.0568
762899.9911

S 3°53'6" E
348.75

164.43

N/F
NEWBERRY ASSOCIATES
#2194 HUDSON AVENUE
T.A.# 076.15-6-44

ZONED R-5
SINGLE AND MUTI-FAMILY RESIDENTIAL

R-5 LAND AREA= 4.567

ZONING

CURRENT ZONING = (MUC) MIXED USE COMMERCIAL

MINIMUM LOT AREA	NONE
MINIMUM LOT WIDTH	24 FEET
MAXIMUM FRONT SETBACK :	TO BE DETERMINED BY THE PLANNING BOARD BUT NOT TO EXCEED THE AVERAGE SETBACK OF ADJOINING STRUCTURES
REAR SETBACK	ZERO FEET, OR 10 FEET WHEN IT ABUTS ANY RESIDENTIALLY ZONED DISTRICT
SIDE SETBACK	ZERO FEET, OR 10 FEET WHEN IT ABUTS ANY RESIDENTIALLY ZONED DISTRICT
MAXIMUM BUILDING AREA	8,000 SQUARE FEET OF GROSS FLOOR AREA
MAXIMUM BUILDING HEIGHT	35 FEET

ZONING

CURRENT ZONING = SINGLE AND MULTI FAMILY RESIDENTIAL

MINIMUM LOT AREA	15,000 SQUARE FEET
MINIMUM LOT WIDTH	100 FEET
MINIMUM LOT DEPTH	120 FEET
MINIMUM FRONT SETBACK	50 FEET
MINIMUM REAR SETBACK	50 FEET
MINIMUM SIDE SETBACK	25 FEET
MAXIMUM BUILDING HEIGHT	30 FEET

MAP NO. 49
PARCEL 1
LIBER 8604 OF MAPS
PAGE 54

CONC. WALK

N 2°50'15" W
219.25

TOTAL PARCEL AREA = 8.018 ACRES TO ROW

LOT 1

MUC LAND AREA= 2.433± ACRES TO ROW

D=21°19'22"
R=181.50
L=67.55

33.42
S 3°53'6" E
33.56

MONUMENT TO BE SET D

MONUMENT TO BE SET E

D=19°28'40"
R=148.50
L=50.48

ZONED MUC
MIXED USE COMMERCIAL

N 57°22'3" E
188.70

LOT 4

188.70
S 57°22'3" W

150.90

ZONING DISTRICT LINE

RAVINE & CREEKBED

LOT 4

~~R-5~~ LAND AREA= ~~4.567 ACRES~~
5.117 ACRES

1170459.9498
762915.8451

N/F
SANDRA S. POWELL MANAGEMENT TRUST
#36 NORTH POINT TRAIL
T.A.# 76.15-6-46

S 2°35'34" E
350.47

EXISTING HIGHWAY BOUNDARY LINE

FORMER HIGHWAY BOUNDARY LINE

EXISTING 10' WIDE SANITARY SEWER EASEMENT TO THE TOWN OF IRONDEQUOIT LIBER 9191 PAGE 450

302.52

ROAD
COUNTY ~~ROUTE~~ 112
HUDSON AVENUE
(WIDTH VARIES)

N 2°50'15" W
65.36

D=37°1'1"
R=58.50
L=37.79

N 86°46'48" E
43.61

S 82°11'21" E
47.04

N 86°46'48" E
55.29

D=29°24'45"
R=48.50
L=24.90

S 3°53'6" E
33.56

MONUMENT TO BE SET C

EXISTING ENDS OF CURB

MONUMENT TO BE SET A

144.22
S 86°46'48" W

D=29°24'45"
R=81.50
L=41.84

S 86°57'22" W

46.49
S 3°53'6" E

MONUMENT TO BE SET B

D=27°36'16" PERMANENT EASEMENT TO THE COUNTY OF MONROE LIBER 3524 OF DEEDS, PAGE 392
R=58.50
L=28.18

N 86°57'22" E
47.12

192.00
N 86°57'22" E

999.68
S 86°57'22" W

567.48

N/F
BOHDAN NESTORWYCZ
#35 DALESIDE DRIVE
T.A.# 76.15-5-8

N/F
JEROLD BILLS
#34 DALESIDE DRIVE
T.A.# 76.15-5-9

N/F
TREVOR A. SEALY
#28 PLAZA DRIVE
T.A.# 76.15-5-12

N/F
KAREN MCMURTRY
#38 PLAZA DRIVE
T.A.# 76.15-5-13

N/F
MICHAEL LONG
#48 PLAZA DRIVE
T.A.# 76.15-5-14

N/F
CATHY CALLAHAN
#58 PLAZA DRIVE
T.A.# 76.15-5-15

N/F
DANIEL W. BISHOP
#70 PLAZA DRIVE
T.A.# 76.15-5-16

N/F
NANCY E. LATACKI
#80 PLAZA DRIVE
T.A.# 76.15-5-18.1

MAP 48, PARCEL 2
LIBER 7811 OF DEEDS
PAGE 303

N 86°57'22" E 287.32

LOT 2

AREA = 0.777± ACRES TO ROW

EASEMENT TO THE TOWN OF IRONDEQUOIT PER LIBER 185 OF MAPS, PAGE 75

27.87
27.88
110.77
117.91
35.00'

8' TALL DECORATIVE LIGHTHOUSE

S 3°53'6" E
39.76

S 3°53'6" E
117.91

P.O.B.
NEWBERRY ASSOCIATES PARCEL

MAP 48, PARCEL1
LIBER 7811 OF DEEDS
PAGE 303

N 2°50'15" W
93.57

EXISTING 10' WIDE SANITARY SEWER EASEMENT TO THE TOWN OF IRONDEQUOIT LIBER 9191 PAGE 439

N/F
PINECREST ASSOCIATES
#2190 HUDSON AVENUE
T.A.# 076.15-5-1

EXISTING 12" CMP

287.90
S 86°54'29" W

10'

15'

ZONED R-1

DALESIDE DRIVE
(50' ROW)

ZONED R-1

LAWN HAVEN SUBDIVISION
LIBER 136 OF MAPS, PAGE 7

P.O.B.
PINECREST ASSOCIATES PARCEL

TWO STORY WOOD FRAME HOUSE

EXISTING ASPHALT PARKING

217.0' TO THE INTERSECTION OF THE NORTH ROW OF DRAKE DRIVE & THE EAST ROW OF HUDSON AVENUE

EXISTING PERMANENT DRAINAGE FOR 12" PIPE DESCRIBED IN LIBER 5533 OF DEEDS, PAGE 282

EXISTING INGRESS AND EGRESS EASEMENT
LIBER 5592 PAGE 20
ALSO SEE
LIBER 5581 PAGE 89

SURVEY REFERENCES

1) ABSTRACT OF TITLE NO. 119770-1 & 119774-1 , APRIL 5, 2012. PREPARED BY STEWART TITLE INSURANCE COMPANY.
2) MONROE COUNTY ROW ACQUISITIION MAPS.
3) Liber 208 MAPS, Page 40

peter wellman 05/28/14
PLANNING BOARD CHAIRPERSON DATE

Filed 6-17-14
Liber 348 Page 24

SURVEY CERTIFICATION

WE, JAMES H. MISSELL AND ASSOCIATES CERTIFY THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH CURRENT STANDARDS JOINTLY ADOPTED BY GENESEE VALLEY LAND SURVEYORS ASSOCIATION AND THE MONROE COUNTY BAR ASSOCIATION AND FROM FIELD NOTES OF AN INSTRUMENT SURVEY PERFORMED ON SEPTEMBER 24, 2013.

James H. Missell May 27, 2014
JAMES H. MISSELL NYSPLS LICENSE NO. 049777 DATE

CERTIFY TO:

1.) ALDI INC. (NEW YORK), A NEW YORK CORPORATION

This plat is approved in accordance with the provisions of Section 239-K, Article 12-B of the General Municipal Law and/or the Monroe County Monumentation Law. A separate approval is required for site construction:
For the General Municipal Law:

for County Highway Superintendent 6/2/14 Date
For the Monroe County Monumentation Law:
Monroe County Surveyor's Office 5/29/14 Date

I THE UNDERSIGNED TREASURER OF MONROE COUNTY, PURSUANT TO SECT. 334 OF THE REAL PROPERTY LAW, CERTIFY THAT ALL MONROE COUNTY TAXES AND SCHOOL TAXES AGAINST THE LAND DESCRIBED HEREIN HAVE BEEN PAID THROUGH 8/31/14 DATED: 6/09/14
ROBERT FRANKLIN
MONROE COUNTY TREASURER
BY: L. O'Boyle

MONROE COUNTY DEPARTMENT OF HEALTH
REALTY SUBDIVISION APPROVAL NOT REQUIRED FOR THE FILING OF THIS MAP WITH THE MONROE COUNTY CLERK.
Scott Hallmark DATE: 6/6/14

NOTE: OTHER DEPARTMENT OF HEALTH APPROVALS MAY BE NEEDED – FOR ADDITIONAL INFORMATION CALL 274-6058 OR 274-6856

DRAWING ALTERATION

THE FOLLOWING IS AN EXCERPT FROM THE NEW YORK EDUCATION LAW, ARTICLE 145, SECTION 7209, AND APPLIES TO THIS DRAWING. "IT IS A VIOLATION OF THIS LAW FOR ANY PERSON, UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE SEAL OF AN ENGINEER OR LAND SURVEYOR IS ALTERED, THE ALTERING ENGINEER OR LAND SURVEYOR SHALL AFFIX TO THE ITEM, HIS SEAL AND THE NOTATION "ALTERED BY", FOLLOWED BY HIS SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

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STATE OF NEW YORK
JAMES H. MISSELL
NO. 049777
Licensed Land Surveyor

REVISIONS

DATE:	BY:	REVISION:
12/18/13	DEH	PER COMMENTS FROM KAYNE LAW GROUP
5/21/14	DEH	REVISED LOTS PER APD ENGINEERING
6/5/14	JH	ADD FUTURE ROAD TO LOT 4
6/9/14	JH	Title

* Being a Resubdivision of Lot R8-1 of the H.E. Coy Resubdivision and other lands

ALDI HUDSON AVENUE SUBDIVISION
#2190 AND #2194 HUDSON AVENUE

SHOWING PARCELS OF LAND BEING PART OF TOWN LOT 30 TOWNSHIP 14, RANGE 7, SITUATE IN THE TOWN OF IRONDEQUOIT, COUNTY OF MONROE, STATE OF NEW YORK.

JAMES H. MISSELL AND ASSOCIATES
900 JEFFERSON ROAD-ADMINISTRATION BUILDING
ROCHESTER, NEW YORK 14623
TEL. 585-340-2315 FAX. 585-340-2316

CLIENT: APD ENGINEERING
615 FISHERS RUN
VICTOR, NEW YORK

TAX ACCOUNT NUMBER 076.15-6-44 & 075.15-5-1

DATE:	DRAWN BY:	SURVEYOR:	SCALE:	SHEET NO.:	DRAWING NO.:
AUG. 2013	D.E.H.	J.H.M.	1" = 40'	1 OF 1	HUD3RS

R.P.T.S.A. MAP NO. 24447

Resolution No. 2024 -

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING SECURITY UPGRADES AND ASSOCIATED TRANSFER OF FUNDS

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 16th day of July 2024, at 7:00 p.m. local time, there were

PRESENT:

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

Town Board Member_____offered the following resolution and moved its adoption:

WHEREAS, the Town of Irondequoit values the safety of all residents and Town personnel; and

WHEREAS, to further this interest in public safety, the Town needs to procure updated security and alarm equipment ("Equipment") for the Town Court building; and

WHEREAS, pursuant to Town Code § 51-5(B)(3) and New York State General Municipal Law § 104, the Town is authorized to make purchases of commodities such as the Equipment through New York State Office of General Services ("OGS") contracts; and

WHEREAS, Johnson Controls Fire Protection LP was awarded New York State OGS Contract # PT68816 for providing Intelligent Facility & Security Systems and Solutions statewide; and

WHEREAS, Johnson Controls Fire Protection LP generated quotes for the Equipment and necessary associated labor at an estimated cost of $6,550.50; and

WHEREAS, the Town Board desires to purchase the Equipment using General Fund balance.

NOW THEREFORE, BE IT RESOLVED, that the Town Board approves the purchase of the Equipment from Johnson Controls Fire Protection LP and in an amount not to exceed $6,550.50.

AND BE IT FURTHER RESOLVED, that the Town Board authorizes a transfer from the General Fund balance to Account No. 001.1621.4120, in the amount of $6,550.50 for the purchase of the upgrades.

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

Resolution No. 2024 - _____

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 16th day of July, 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, after a public hearing, the Town Board authorized the application for grant funding through New York State's Restore NY Communities Initiative Grant Program ("Restore NY") which participates with local governments in the development, support, and funding of projects that revitalize urban areas and stabilize neighborhoods in Resolution No. 2017-294 attached hereto at **Attachment A**; and

WHEREAS, the application sought funding for up to $2,000,000 to support the redevelopment of the former Irondequoit Mall now known as "Skyview on the Ridge" (the "Project"); and

WHEREAS, the Town only specified four parcels for inclusion in the Restore NY application although the Project location, which is the former Irondequoit Mall, is much larger than four parcels. The Project took place at 250 Skyview Centre Parkway (Tax ID # 092.05-1-85.102), 350 Skyview Centre Parkway (Tax ID # 092.05-1-85.101), and 450 Skyview Centre Parkway (Tax ID # 092.05-1-85.102); and

WHEREAS, the Town was awarded a grant (the "Grant") for the Restore NY Program by the New York State Urban Development Corporation d/b/a Empire State Development ("ESD"), in the amount of $1,000,000.00 for SkyView on the Ridge Restore NY V (Project Number 131,756) at the above-mentioned addresses; and

WHEREAS, the Town Board wishes to execute a Grant Disbursement Agreement between the Town and ESD pursuant to which ESD shall disburse grant funds in the amount of $1,000,000 (the "Disbursement Agreement"). The Disbursement Agreement is attached as **Attachment B** hereto; and

WHEREAS, the grant funding will be allocated to revenue account _____ in the amount of $1,000,000.00 and to be distributed to Skyview Phase I LLC as the beneficiary in accordance with the Disbursement Agreement.

NOW THEREFORE IT BE RESOLVED, that the Town Board authorizes the acceptance of the Grant.

AND, BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to complete and sign the Disbursement Agreement attached hereto as Attachment B and all necessary documents related to the Projects contemplated in the application filed pursuant to Resolution No. 2017-294.

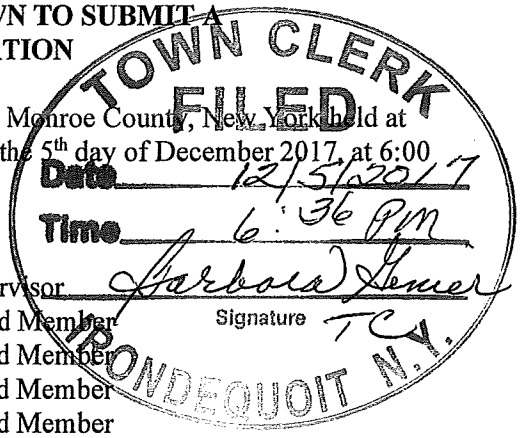
This resolution shall take effect immediately upon its adoption.

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	_____

Resolution No. 2017-294

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE TOWN TO SUBMIT A RESTORE NY GRANT APPLICATION



At a special meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 5th day of December 2017, at 6:00 P.M. local time; there were:

PRESENT:	
David Seeley	Town Supervisor
Lorie Barnum	Town Board Member
Nicole Hushla Re	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Town Board Member
Harter Secrest & Emery LLP	Attorney for the Town

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

WHEREAS, the Town of Irondequoit strongly supports efforts to improve the economy and quality of life within the Town of Irondequoit; and

WHEREAS, through the Restore NY Communities Initiative Grant Program, New York State participates with local governments in the development, support and funding of projects that revitalize urban areas and stabilize neighborhoods; and

WHEREAS, the Town specified four parcels for inclusion in the Restore, NY application: 100 Medley Center Parkway (Tax ID # 092.05-1-87.1); 101 Medley Center Parkway (Tax ID # 092.05-1-85.2); 200 Medley Center Parkway (Tax ID # 092.05-1-86); 285 Medley Center Parkway (Tax ID # 092.05-1-85.111), for up to $2,000,000 to implement targeted revitalization efforts, redevelop/rehabilitate key blighted structures, and transform the above referenced parcels into a mixed use / flex use campus (the "Project"); and

WHEREAS, the State of New York requires a resolution of the Irondequoit Town Board showing local support for the proposed Restore NY project and confirming that: the proposed project is consistent with the Town's local revitalization or urban development plan; that the proposed financing is appropriate for the specific project; that the project facilitates effective and efficient use of existing and future public resources so as to promote both economic development and preservation of community resources; and the project develops and enhances infrastructure and/or other facilities in a manner that will attract, create and sustain employment opportunities where applicable; and

WHEREAS, the Town conducted a public hearing at its regular Town Board meeting on November 21, 2017, for which public notice was provided in accordance with the application requirements; and

WHEREAS, the Restore NY application is a Type II Action under State Environmental Quality Review Act and requires no environmental review.

NOW, THEREFORE, BE IT RESOLVED, that the Irondequoit Town Board hereby finds that the Project is consistent with the Town's revitalization plan; the proposed financing is appropriate for the

Project; the Project facilitates effective and efficient use of existing and future public resources so as to promote both economic development and preservation of community resources; and the Project develops and enhances infrastructure and other facilities in a manner that will attract, create and sustain employment opportunities.

AND, BE IT FURTHER RESOLVED, that the Town Board authorizes the payment of a $1,000 non-refundable application fee to Empire State Development Corporation and authorizes the Supervisor to sign any and all necessary documents, subject to review and approval of the Attorney for the Town, to participate in the above referenced program.

This resolution shall take effect immediately upon its adoption.

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

Town Board Member	Wehner	voting	___Aye___
Town Board Member	Perticone	voting	___Aye____
Town Board Member	Barnum	voting	___Aye_____
Town Board Member	Hushla Re	voting	___Aye____
Town Supervisor	Seeley	voting	___Aye____

CAPITAL GRANT

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

NEW YORK STATE URBAN DEVELOPMENT CORPORATION d/b/a EMPIRE STATE DEVELOPMENT ("ESD"):	633 Third Avenue New York, New York 10017 Contact: Jay Vido Phone: 212-803-3511 E-mail: jay.vido@esd.ny.gov
THE GRANTEE:	Town of Irondequoit 1280 Titus Ave Rochester, NY, 14617 Contact: Andrae Evans, Town Supervisor Phone: 585-336-6034 E-mail: supervisor@irondequoit.org Federal Taxpayer ID#: 45-5400061
BENEFICIARY:	Skyview Phase I LLC 550 Latona Rd Bldg. E Suite 501 Rochester, NY, 14626 Contact: Lauren E. Grimm, Executive Assistant Phone: 585-225-0140 E-mail: executive.assistant22@gmail.com Federal Taxpayer ID#: 84-2741024
PROJECT NAME:	Town of Irondequoit - SkyView on the Ridge RESTORE NY V
PROJECT LOCATIONS:	250 Skyview Centre Parkway, Rochester 350 Skyview Centre Parkway, Rochester 450 Skyview Centre Parkway, Rochester
PROJECT NUMBER:	131,756
GRANT AMOUNT:	$1,000,000
FUNDING SOURCE:	Restore NY Comm 17-18
ESD APPROVAL DATE:	December 21, 2023
PACB APPROVAL DATE:	February 21, 2024
EXPIRATION DATE:	December 31, 2024

TERMS AND CONDITIONS

1. The Project

The Grantee shall:

(a) complete the project as set forth in the ESD General Project Plan attached hereto as Exhibit A (the "Project").

(b) comply with the design and construction requirements attached hereto as Exhibit B.

2. Employment Goals & Reporting

(a) The Grantee represents and warrants that it currently employs not less than the Baseline Employment (as hereinafter defined) set forth in Exhibit C to this Agreement and that it shall (i) achieve the employment goals as set forth in Exhibit C by retaining existing or hiring new Full-time Permanent Employees or (ii) repay a portion of the Grant as set forth in Exhibit C.

(b) For purposes of this Agreement, a Full-time Permanent Employee shall mean (i) a full-time, permanent, private-sector employee on the Grantee's payroll, who has worked at the Project Location for a minimum of thirty-five hours per week for not less than four consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by Grantee to other employees with comparable rank and duties; or (ii) two part-time, permanent, private-sector employees on Grantee's payroll, who have worked at the Project Location for a combined minimum of thirty-five hours per week for not less than four consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by Grantee to other employees with comparable rank and duties. Baseline Employment shall mean the number of Full-time Permanent Employees set forth in Exhibit C.

(c) Grantee shall submit, by February 1 of each year during the term of this Agreement, the Employment Reporting Form attached hereto as Exhibit H, indicating the average number of Grantee's Full-time Permanent Employees for the 12 month period ending as of December 31 of the prior year. Full-time Permanent Employee Count, for each calendar year during the term of this Agreement, shall mean the greater of (i) the average number of Full-time Permanent Employees for the prior calendar year, computed by adding the number of Full-time Permanent Employees as of the Grantee's last payroll date in the months of March, June, September and December and dividing that sum by 4, or (ii) the number of Full-time Permanent Employees as of the Grantee's last payroll date in December of such year.

3. Conditions Precedent to Disbursement of the Grant

No grant funds shall be disbursed unless the Grantee is in compliance with the Terms and Conditions of this Agreement, including, but not limited to, Exhibit E (Disbursement Terms), and the following conditions have been satisfied (and as to 3(d) and 3(e) below continue to be satisfied prior to each disbursement):

(a) If the Grant Amount exceeds $100,000, or if, as described in Exhibit A, it is expected that there will be additional grants that in the aggregate exceed $100,000, ESD has received an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit D.

(b) Any necessary approval has been issued by the Director of the Budget of the State of New York, and the Grant funds have been received by ESD.

(c) ESD has received a commitment fee, plus out-of-pocket expenses incurred by ESD in the making of the Grant, if any, as set forth in Exhibit E.

(d) There have been no materially adverse changes in the financial condition of the Grantee since the date of submission of its application to ESD.

(e) The Grantee employs at least the Baseline Employment as evidenced by the Employment Reporting Form attached hereto as Exhibit H.

4. Disbursement and Recapture Terms

Subject to the terms and conditions contained in this Agreement, ESD shall disburse the Grant to the Grantee as follows:

(a) ESD shall reimburse the Grantee for Project expenditures incurred by the Grantee as set forth in Exhibit E to this Agreement. Disbursements will be made upon submittal to ESD of a Payment Requisition Form, together with such supporting documentation as ESD may require, in the form attached to this Agreement as Exhibit F and its attachments, and Exhibit H.

(b) In no event will ESD make any payment which would cause ESD's aggregate disbursements to exceed the Grant Amount.

(c) The Grant, or a portion thereof, may be subject to recapture by ESD as provided in Exhibit C.

5. Non Discrimination and Contractor & Supplier Diversity

The Grantee will comply with ESD's Non-Discrimination and Contractor & Supplier Diversity policies set forth in Exhibit G to this Agreement.

6. No Liability of ESD

ESD shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to defend, indemnify and hold harmless ESD, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

7. Responsibility Provisions

(a) The Grantee shall at all times during the Agreement term remain responsible. The Grantee agrees, if requested by the President and Chief Executive Officer of ESD or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

(b) The President and Chief Executive Officer of ESD or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when he or she discovers information that calls into question the responsibility of the Grantee. In the event of such suspension, the Grantee will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Grantee must comply with the terms of the suspension order. Activities under this Agreement may resume at such time as the President and Chief Executive Officer of ESD or his or her designee issues a written notice authorizing a resumption of performance under this Agreement.

(c) Upon written notice to the Grantee, and a reasonable opportunity to be heard with appropriate ESD officials or staff, this Agreement may be terminated by the President and Chief Executive Officer of ESD or his or her designee at the Grantee's expense where the Grantee is determined by the President and Chief Executive Officer of ESD or his or her designee to be non-responsible. In such event, the President and Chief Executive Officer of ESD or his or her designee may complete the requirements of this Agreement in any manner he or she deem advisable and pursue available legal or equitable remedies for breach.

8. Representations, Warranties and Covenants

The Grantee represents, warrants and covenants that:

(a) It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) This Agreement was duly authorized, executed and delivered by the Grantee and is binding and enforceable against the Grantee in accordance with its terms.

(c) It is a duly organized corporation, validly existing and in good standing under the laws of the State of its incorporation, has the corporate power and authority to own its assets and to transact the business in which it is now engaged or proposed to be engaged and is duly qualified as a foreign corporation and in good standing under the laws of each other jurisdiction in which such qualification is required and shall maintain its corporate existence in good standing in each such jurisdiction.

(d) There are no actions, suits or proceedings or, to the knowledge of Grantee, threatened against, or affecting Grantee before any court, governmental entity or arbitrator, which may, in any one case or in the aggregate, materially adversely affect the financial condition, operations, properties or business of the Grantee, except as may have been disclosed in writing to ESD.

(e) Grantee is in compliance and shall continue to comply in all material respects with all material applicable laws, rules, regulations and orders.

(f) The information contained in the application submitted by the Grantee in connection with the project and the Grant, as such application may have been amended or supplemented (the "Application"), is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Application, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that ESD has relied on the statements and representations made by the Grantee in the Application in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Application or otherwise in connection with the Grant and, except as otherwise disclosed in writing to ESD, there has been no adverse material change in the financial condition of Grantee from the date of submission of the Application to the date hereof and that all other the information contained in the Application continues on the date hereof to be materially correct and complete.

(g) The Grantee covenants that it will neither hold itself out as, nor claim to be an officer, employee, agent or representative of ESD or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of ESD or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

(h) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given anything of value to influence any official act or the judgment of any person in the award of the Grant or the performance of

any of the terms of this Agreement.

(i) It shall maintain business operations at the Project Location for the term of this Agreement.

(j) The Grant shall be used solely for Project expenses in accordance with the terms and conditions of this Agreement.

(k) The Grantee is solely responsible and has sufficient funding for all Project costs in excess of the Grant.

(l) Grantee will use ESD grant funds, and submit payment requisitions, exclusively for eligible expenses related to capital works or purposes in accordance with IRS rules and regulations relating to ESD's bonds and in accordance with the New York Debt Reform Act. Grantee acknowledges that grant funds must be used solely for authorized capital purposes and not for operating expenses or other working capital items or non-capital purposes, irrespective of whether the funds are still used for the benefit of the Project. Grantee acknowledges that the consequences of breaching this covenant could result in violations of state law and/or large bond issuances being treated as taxable instead of tax exempt for federal and state tax purposes, loss of certain federal subsidies to the state, adverse ratings changes for such bonds, and disproportionate negative financial consequences to the state and bondholders. Grantee recognizes its financial obligations, risks and liabilities for breach of this covenant. ESD may, from time to time, request information from Grantee to confirm its compliance with this covenant and Grantee acknowledges its obligation under Section 9 (a) (ii) of the GDA to provide information upon request to ESD.

(m)The Grant shall not be used in any manner for any of the following purposes:

(i) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;

(ii) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;

(iii) payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more

than five (5) percent of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

(iv) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.

(n) Grantee is in compliance and shall continue to comply with Section 7 of this Agreement.

9. Default and Remedies

(a) Each of the following shall constitute a default by the Grantee under this Agreement:

(i) Failure to perform or observe any obligation or covenant of the Grantee contained herein, other than an employment default as set forth in (iv) below, to the reasonable satisfaction of ESD and within the time frames established under this Agreement.

(ii) Failure to comply with any request for information reasonably made by ESD to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by ESD in connection with the Grant.

(iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant.

(iv) Failure of the Grantee, for any time period, to meet the minimum employment goals required by Exhibit C.

(v) A default beyond any applicable grace period by the Grantee, or any entity which Grantee directly or indirectly controls, is controlled by, or is under common control with, under any other agreement with ESD.

(vi) Any manifestation, on the part of the Grantee, of an intention either: (x) to terminate and/or (y) to restructure, under the terms of any bankruptcy or insolvency statute or law, its business at the Project Location. This includes, without limitation, the announced or actual cessation of business activities at the Project Location, the initiation of proceedings under any dissolution statute, or the execution of an assignment for the benefit of creditors, or the solicitation of any composition and/or arrangement with creditors, or the issuance of "closing" or "termination" notices to employees under any state or federal statute, or the filing of any voluntary petition under any chapter of

the United States Bankruptcy Code, or the failure by the Grantee to obtain the dismissal, within sixty (60) days of filing, of any involuntary proceeding brought under any chapter of the United States Bankruptcy Code.

(vii) If the number of the Grantee's Full-Time Permanent Employees, as that term is defined in this Agreement, that are situated at the Project Location as of the Grantee's last payroll date on or prior to the end of any quarter (with the quarters being those the quarterly dates of March 31, June 30, September 30 and December 31, as set forth in the Report of Employment that is annexed as Exhibit H to this Agreement) is less than fifty percent (50%) of the number of Full Time-Permanent Employees, situated at the Project Location, required in accordance with the Employment Goals that are to be achieved as of the next Reporting Date, as specified in Exhibit C.

(viii) Failure by the Grantee, for any period of time, to comply with Section 7 of this Agreement.

(b) Upon the serving of notice to the Grantee of the occurrence of a default (which notice shall specify the nature of the default), ESD shall have the right to terminate this Agreement, provided however, that if the default is pursuant to paragraph 9(a)(i) or 9(a)(ii), no default shall be deemed to have occurred if Grantee cures such default within ten (10) days of notice of default from ESD, or if the default pursuant to paragraph 9(a)(i) or 9(a)(ii) cannot be reasonably cured within such ten day period, Grantee commences to cure such default within the ten day cure period and cures the default within ninety (90) days thereafter, provided further that ESD shall not be obligated to make any disbursements during any such cure period. Defaults occurring under the terms and provisions of paragraph 9(a)(iii), 9(a)(iv), 9(a)(v), 9(a)(vi) and 9(a)(vii)) are not subject to the cure provisions provided herein.

(c) Upon termination of this Agreement, ESD may (i) withhold any Grant proceeds not yet disbursed and (ii) require repayment of Grant proceeds disbursed to the Grantee in accordance with Exhibit C of this Agreement. Notwithstanding the foregoing, if ESD determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, ESD may require repayment of all funds and may refer the matter to the appropriate authorities for prosecution. ESD shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term

The term of this Agreement shall commence on the date hereof and expire on the Expiration Date, as set forth on the first page of this Agreement.

11. Books and Records; Project Audit

(a) The Grantee will maintain accurate books and records concerning the project for the term of this Agreement and for three (3) years from the expiration or earlier termination of this Agreement and will make those books and records available to ESD, its agents, officers and employees during Grantee's business hours upon reasonable request.

(b) ESD shall have the right, upon reasonable notice, to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for three (3) years following the expiration or earlier termination of this Agreement.

12. Maintenance of Insurance

Grantee shall maintain in full force and effect insurance, including, but not limited to, the insurance described hereafter, in such amounts and covering such risks as Grantor may require from time to time.

(a) The Grantee shall keep the buildings at the Project Location and the building equipment insured against: (i) loss by fire, (ii) additional perils customarily covered under an all-risk policy and (iii) flood hazard, if the Project Location is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended. The insurance required in this paragraph (a) shall provide coverage for an amount not less than the full replacement value of the buildings at the Project Location and the building equipment, or such other amount as the Grantor may reasonably require, provided that (i) the amount of insurance coverage shall be in an amount sufficient to satisfy, at all times, any co-insurance requirements, and (ii) the amount of any flood hazard insurance shall not exceed the maximum amount of coverage available under the National Flood Insurance Act.

(b) When and to the extent required by the Grantor, the Grantee shall maintain in full force and effect insurance against (i) loss of rental income, (ii) loss of business income, (iii) damages to boiler, and (iv) any other risk as is customary in the industry of the Grantee. The insurance required in this paragraph (b) shall provide coverage in an amount satisfactory to Grantor.

(c) The Grantee shall maintain Commercial General Liability Insurance providing both bodily injury (including death) and property damage insurance in a limit not less than One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate and Three Million Dollars ($3,000,000) umbrella. In addition, if the grant contemplates the purchase, construction or renovation of any buildings or equipment, the Recipient shall keep the buildings at the Project Location and the building equipment insured against: (i) loss by fire, (ii) additional perils customarily

covered under an all-risk policy and (iii) flood hazard, if the Project Location is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended.

(d) All insurance required in this Section shall be issued by companies authorized to do business in the State of New York, satisfactory to Grantor pursuant to policies satisfactory to Grantor in form and substance. Without limiting the generality of the foregoing, the policies of insurance required hereby shall provide for thirty (30) days, or ten (10) days for non-payment, prior written notice of cancellation to Grantor.

(e) The Grantee shall give prompt written notice to the Grantor in the event of substantial damage to the Project Location by reason of fire or other hazard or casualty.

(f) Notwithstanding the provisions of Subdivision 4 of Section 254 of the Real Property Law, the Grantor shall be entitled to retain and apply the proceeds of any insurance required hereby to the payment of any obligations or, in the sole discretion of the Grantor, apply any or all such proceeds to the cost of restoration of the Project Location, in which case the Grantee shall proceed with reasonable diligence to repair, replace or rebuild the Project Location to substantially their condition prior to such damage in full compliance with all legal requirements.

(g) The Grantee shall provide the Grantor with copies of all policies of insurance (or certificates thereof) for the required insurance coverages in form and substance satisfactory to the Grantor. In addition, the Grantee shall provide the Grantor with copies of renewal policies (or certificates thereof) or temporary binders in the event renewal policies have not been issued, in a timely manner. The Grantee must, in any event, provide Grantor with satisfactory confirmation of renewal coverage by the renewal date.

(h) In the event that the Grantee fails to maintain the insurance required hereby, the Grantor may obtain such insurance and pay the premiums therefor and the Grantee shall, on demand, reimburse the Grantor for any insurance premiums paid, together with interest thereon computed at the highest rate per annum allowable under New York State law.

(i) The Grantee will not take any action, or permit any condition to exist, with respect to the Project Location which may, in any manner, partially or wholly invalidate the insurance on the Project Location required hereby.

13. Survival of Provisions

It is agreed that: (a) the provisions of Sections 6, 8(g), (j) and (l) and 9, 11, 12, 13, 14, 15, 16, 17, 18, 21 and 22 (except insofar as any of the aforesaid Sections have been waived in accordance with the terms of Exhibit I to this Agreement) shall survive the expiration or

early termination of this Agreement; and (b) such expiration or early termination shall not serve to limit, alter or modify any of the Grantee's obligations or responsibilities under the aforesaid Sections, and/or ESD's rights under such Sections, referenced in subsection (a) of this Section 13 of this Agreement. It is further agreed, moreover, that notwithstanding the expiration or early termination of this Agreement, ESD shall nevertheless retain the right to pursue, through and until the expiration of any applicable period of limitations established under the statutory or common law of the State of New York, any claim or claims arising from any Section of this Agreement, including but not limited to the above referenced Sections 6, 8(g),(j) and (l) and 9, 11, 12, 13, 14, 15, 16, 17, 18, 21 and 22 of this Agreement, and the expiration or early termination of this Agreement shall not constitute a defense to any such timely filed claim or cause of action that is asserted on ESD's behalf.

14. Notices

(a) All notices, demands, requests or other communications permitted or required hereunder shall be in writing and shall be transmitted either:
   (i) via certified or registered United States mail, return receipt requested;
   (ii) by facsimile transmission;
   (iii) by personal delivery;
   (iv) by expedited delivery service; or
   (v) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

Empire State Development

Name:	Jay Vido
Title:	Project Manager
Address:	633 Third Avenue, 34th Floor, New York, NY 10017
Telephone Number:	212-803-3511
E-Mail Address:	jay.vido@esd.ny.gov

With a copy to:

Title:	General Counsel
Address:	633 Third Avenue, 34th Floor, New York, NY 10017
Telephone Number:	(212) 803-3750
Facsimile Number:	(212) 803-3975

Town of Irondequoit

Name:	Andrae Evans
Title:	Town Supervisor
Address:	1280 Titus Ave, Rochester, NY, 14617
Telephone Number:	585-336-6034
E-Mail Address:	supervisor@irondequoit.org

(b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of mailing to the address provided herein, or in the case of facsimile transmission or email, upon receipt of a record, by the sender, that such a transmission has been completed.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

15. No Assignment

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

16. No Waiver

No waiver of any ESD's rights arising under this Agreement, or any other source, can occur unless such waiver shall be in writing and signed by ESD and such written document manifests a clear and unequivocal intent by ESD to waive its contractual or other legal rights. The term "waiver" as used herein is a term of art as used in the legal profession. ESD may not be estopped from asserting any of its legal rights, including but not limited to its rights under this agreement, unless ESD has signed a written document that clearly and unequivocally states that the other party may detrimentally rely upon the terms of such written document. Absent such written document, there shall be no estoppel against ESD and the other parties' alleged detrimental reliance shall be deemed to be unreasonable. The term "estoppel" is used herein is a term of art as used in the legal profession.

17. Integration/Modification

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or statements relating to such subject matter. In addition, this Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to

be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein. In the event of a conflict between the Directors' materials attached hereto as Exhibit A and any other term or condition of this Agreement, then the term or condition of this Agreement shall govern.

19. Confidentiality of Information

Information contained in reports made to ESD or otherwise obtained by ESD relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "Confidential" by the Grantee, will be kept confidential by ESD, to the extent such information is determined by ESD to be exempt from public disclosure under the Freedom of Information Law and not otherwise required by law to be disclosed. Notwithstanding the foregoing, ESD will not be liable for any information disclosed, in ESD's sole discretion, pursuant to the Freedom of Information Law or other applicable law, or which ESD is required to disclose pursuant to legal process.

20. Special Provisions

The Grantee shall comply with the special provisions, if any, set forth in Exhibit I.

21. Litigation Costs

The Grantee shall pay, in any action or proceeding that is commenced to enforce and/or involves the enforcement of the terms and conditions of this Agreement, all of ESD's costs including, without limitation, ESD's attorneys' fees. The Grantee shall also pay any and all of ESD's collection costs including, without limitation, its attorneys' fees.

22. Waiver

The Grantee knowingly and expressly waives the right to a trial by jury and the right to interpose any counterclaims in any action brought by ESD under the terms of this Agreement.

Town of Irondequoit - SkyView on the Ridge RESTORE NY V, Project Number 131,756

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

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
d/b/a EMPIRE STATE DEVELOPMENT CORPORATION

(Signature) Glendon McLeary, Vice President and Director of Loans & Grants

April 4, 2024
(date)

Town of Irondequoit

(Signature)

Andrae Evans, Town Supervisor
(Printed name and title)

(date)

Rev. 11/3/2023

ESD CAPITAL GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	General Project Plan
EXHIBIT B	Construction Requirements
EXHIBIT C	Recapture Terms
EXHIBIT D	Opinion of Counsel
EXHIBIT E	Disbursement Terms
EXHIBIT F	Payment Requisition Form
EXHIBIT F-1	Financial Condition Documentation
EXHIBIT F-2, F-2A	Project Cost & Completion Documentation
EXHIBIT G	Non-Discrimination and Contractor & Supplier Diversity – Requirements and Procedures
EXHIBIT G-1	M/WBE Participation / Equal Opportunity Policy Statement
EXHIBIT G-2	Staffing Plan
EXHIBIT G-3	Workforce Employment Utilization Report
EXHIBIT G-4	M/WBE Utilization Plan
EXHIBIT G-5	Waiver Request Form
EXHIBIT G-6	M/WBE Contractor Compliance and Payment Report
EXHIBIT H	Employment Reporting Form
EXHIBIT I	Special Provisions

EXHIBIT A: GENERAL PROJECT PLAN

See Materials Attached

EXHIBIT B: CONSTRUCTION REQUIREMENTS - N/A

Town of Irondequoit - SkyView on the Ridge RESTORE NY V, Project #131,756

The following Unconditional Waiver and Release requirements shall be furnished to ESD for approval for work performed and materials furnished for each payment request in the form of Exhibit B-1, B-2, B-3, B-4, and B-5, as applicable.

B-1 Certification of Work Performed
B-2 Unconditional Waiver and Release – Architect
B-3 Unconditional Waiver and Release – Engineer
B-4 Unconditional Waiver and Release – Construction Manager
B-5 Unconditional Waiver and Release – General Contractor

EXHIBIT B-1

CERTIFICATION OF WORK PERFORMED

Please complete the table below with the names of all primary contractor, architect, engineer, construction manager businesses or individuals working on this project and the total expenses incurred for this payment request. Sub-contractor information is not required.

	Name of Business or Individual	Total Expenses Incurred
Architect:		
Engineer:		
General Contractor:		
Construction Manager:		
Others (please specify):		
	TOTAL*:	

**Total amount should match the amount listed in Exhibits F & F-2.*

CERTIFICATION

The information included herein is correct to the best of my knowledge and belief.

Signature:_____ Date: _____

Print Name and Title: _____

Any false statement herein may cause the borrower or grantee to be in default under its grant disbursement agreement with ESD.

EXHIBIT B-2

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
D/B/A EMPIRE STATE DEVELOPMENT
UNCONDITIONAL WAIVER AND RELEASE

The undersigned (the "Architect") has been paid and has received full payment for all services furnished by Architect and/or employees or others acting for Architect or claiming by, through or under Architect through

_____ to _____
(Date)

on the job of _____
(Owner)

located at _____
(Job Description)

Architect represents and warrants that Architect and all persons and entities acting for or claiming by, through or under Architect have fully performed and furnished all services to have been performed or furnished by Architect and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The Architect does hereby release for itself and any party or entity action for Architect or claiming by, through or under Architect, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The Architect further agrees to reimburse and does hold harmless and fully indemnify ESD its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the Architect or by any person or entity acting for or claiming by, through or under the Architect, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: _____

_____
(Signature)

ARCHITECT'S STAMP

_____
(Company Name)

EXHIBIT B-3

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
D/B/A EMPIRE STATE DEVELOPMENT
UNCONDITIONAL WAIVER AND RELEASE

The undersigned (the "Engineer") has been paid and has received full payment for all services furnished by Engineer and/or employees or others acting for Engineer or claiming by, through or under Engineer through

_____ to _____
(Date)

on the job of _____
(Owner)

located at _____
(Job Description)

Engineer represents and warrants that Engineer and all persons and entities acting for or claiming by, through or under Engineer have fully performed and furnished all services to have been performed or furnished by Engineer and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The Engineer does hereby release for itself and any party or entity action for Engineer or claiming by, through or under Engineer, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The Engineer further agrees to reimburse and does hold harmless and fully indemnify ESD its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the Engineer or by any person or entity acting for or claiming by, through or under the Engineer, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: _____

_____
(Signature)

ENGINEER'S STAMP

_____
(Company Name)

EXHIBIT B-4

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
D/B/A EMPIRE STATE DEVELOPMENT
UNCONDITIONAL WAIVER AND RELEASE

The undersigned (the "Construction Manager") has been paid and has received full payment for all labor, services, equipment or material furnished by Construction Manager and/or subcontractors, suppliers, material, men, laborers, employees or others acting for Construction Manager or claiming by, through or under Construction Manager through

_____ to _____
(Date)

on the job of _____
(Owner)

located at _____
(Job Description)

Construction Manager represents and warrants that Construction Manager and all persons and entities acting for or claiming by, through or under Construction Manager have fully performed and furnished all labor, services, equipment or material to have been performed or furnished by Construction Manager and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The Construction Manager does hereby release for itself and any party or entity action for Construction Manager or claiming by, through or under Construction Manager, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The Construction Manager further agrees to reimburse and does hold harmless and fully indemnify ESD its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the Construction Manager or by any person or entity acting for or claiming by, through or under the Construction Manager, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: _____ _____
(Signature)

NOTORIZED

_____
(Company Name)

EXHIBIT B-5

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
D/B/A EMPIRE STATE DEVELOPMENT
UNCONDITIONAL WAIVER AND RELEASE

The undersigned (the "General Contractor") has been paid and has received full payment for all services furnished by General Contractor and/or employees or others acting for General Contractor or claiming by, through or under General Contractor through

_____ to _____
(Date)

on the job of _____
(Owner)

located at _____
(Job Description)

General Contractor represents and warrants that General Contractor and all persons and entities acting for or claiming by, through or under General Contractor have fully performed and furnished all services to have been performed or furnished by General Contractor and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The General Contractor does hereby release for itself and any party or entity action for General Contractor or claiming by, through or under General Contractor, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The General Contractor further agrees to reimburse and does hold harmless and fully indemnify ESD its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the General Contractor or by any person or entity acting for or claiming by, through or under the General Contractor, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: _____ _____
(Signature)

NOTARIZED

_____
(Company Name)

EXHIBIT C: RECAPTURE TERMS

Intentionally Deleted

EXHIBIT D: OPINION OF COUNSEL

[Letterhead of Counsel to the Grantee]

[Date]

Empire State Development Corporation
633 Third Avenue
New York, New York 10017

Attn: Jay Vido

Re: Town of Irondequoit - SkyView on the Ridge RESTORE NY V, Project #131,756

Ladies and Gentlemen:

We have acted as special counsel to Town of Irondequoit, a municipality (the "Grantee"), in connection with the execution and delivery of the Grant Disbursement Agreement dated [Date of Agreement] (the "Agreement") between New York State Urban Development Corporation d/b/a Empire State Development ("ESD") and the Grantee.

This opinion letter is being furnished to you at our client's request pursuant to Section 3(a) of the Agreement. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Agreement.

In rendering the opinions set forth herein, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary or appropriate for the purposes of this opinion letter, including (a) the Agreement, (b) the certificate of incorporation of the Grantee and (c) the by-laws of the Grantee. We have also examined and relied upon such other matters of law, documents, certificates of public officials and representations of officers and other representatives of the Grantee as we have deemed relevant, appropriate or necessary to the rendering of our opinions.

In rendering the opinions expressed below, we have assumed the legal capacity of all natural persons signing documents and that the signatures of persons signing all documents in connection with which this opinion letter is rendered are genuine, all documents submitted to us as originals or duplicate originals are authentic and all documents submitted to us as copies, whether certified or not, conform to authentic original documents. Additionally, we have assumed and relied upon the accuracy and completeness of all certificates and other statements, documents, records, financial statements and papers reviewed by us, and the accuracy and completeness of all representations, warranties, confirmations, schedules and exhibits contained in the Agreement, with respect to the factual matters set forth therein.

As to any facts material to the opinions expressed herein that we did not independently establish or verify, we have relied upon written statements and representations of officers and other representatives of the Grantee and of certain public officials. We have also

assumed and relied upon the accuracy and completeness of all certificates and other statements, representations, documents, records, financial statements and papers reviewed by us, and the accuracy and completeness of all representations, warranties and exhibits contained in the Agreement with respect to the factual matters set forth therein.

Based upon the foregoing and subject to the assumptions, qualifications and other matters set forth herein, we are of the opinion that:

1. The Grantee is validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder.

2. The Agreement has been duly authorized, executed and delivered by the Grantee and (assuming its due authorization, execution and delivery by ESD) is binding on and enforceable against the Grantee in accordance with its terms, subject to applicable bankruptcy, insolvency reorganization, arrangement, liquidation, moratorium, fraudulent conveyance or transfer and other similar laws relating to or affecting creditors' rights generally from time to time in effect and to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), and except as rights under the Agreement to indemnity and contribution may be limited by federal or state laws.

We are admitted to practice in the State of New York and we express no opinion as to any matters governed by any laws other than the laws of the State of New York. The opinions expressed herein that are based on the laws of the State of New York are limited to the laws generally applicable in transactions of the type covered by the Agreement.

This opinion letter is for the benefit solely of ESD and not for the benefit of any other person. We are opining herein only as of the date hereof and we undertake no, and disclaim any, obligation to advise you of any changes in any matter set forth herein, regardless of whether changes in such matters come to our attention after the date hereof. No attorney-client relationship exists or has existed with ESD by reason of our preparation, execution and delivery of this opinion letter. By providing this opinion letter and permitting reliance hereon by you, we are not acting as your counsel and have not assumed any responsibility to advise you with respect to the adequacy of this opinion letter for your purposes. This opinion letter may not be relied upon by any other person or for any other purpose or used, quoted or otherwise referred to for any other purpose.

Very truly yours,

EXHIBIT E: DISBURSEMENT TERMS

Disbursement

Upon compliance with the terms of this Agreement, and receipt of the fees as set forth below, ESD shall disburse the Grant to the Grantee as follows:

Fees due:

Commitment Fee:	$1,000.00 (.1% of grant amount)
Reimbursement for out-of-pocket expenses	$242.75
TOTAL due:	$1,242.75

Up to $1,000,000 will be disbursed to the Grantee upon completion of the project substantially as described in Exhibit A as evidenced by a certificate of occupancy or other documentation verifying project completion as ESD may require, documentation of construction/renovation project costs totaling $2,376,124, provided the Grantee is otherwise in compliance with the terms and conditions of this Agreement. Payment will be made upon presentation to ESD of an invoice and such other documentation as ESD may reasonably require, in the forms attached to this Agreement as Exhibits B and F and their attachments. Expenses must be incurred on or after December 15, 2017, to be considered reimbursable project costs. Previously expended funds may be applied toward match requirements retroactive to April 10, 2017, when the Restore New York Legislation was enacted.

Wire Transfer Information:
If ESD assistance is $10,000 or greater, please provide:

-Letter from a financial officer of Town of Irondequoit certifying to the accuracy of the following information:

Bank Name: _____

ABA #: _____

Account Name: _____

Account #: _____

EXHIBIT F: CAPITAL GRANT PAYMENT REQUISITION FORM

Note to Grantee: **Do not re-type this form**. Fill in only the version included in the executed GDA.

Town of Irondequoit - SkyView on the Ridge RESTORE NY V, Project #131,756

Disbursement Request amount: $ 1,000,000

ESD funds may be applied by Grantee in payment or reimbursement of the following costs:

Minimum Expense Incurred (per Exhibit E)		$2,376,124			
Eligible Expenses	A: Actual Costs Incurred (this request)	B: ESD Share (this request)	C: Cumulative Amount Previously Received from ESD	D: Grant Amount (Cumulative if multi-year grant)	E: (D-C-B) Grant Balance Remaining
Construction/Renovation	2,918,774.02	$1,000,000	0	1,000,000	0
TOTAL	2,918,774.02	$1,000,000	0	$1,000,000	0

CERTIFICATION

I hereby warrant and represent to Empire State Development ("ESD") that:

1) To the best of my knowledge, information and belief, the expenditures for which Town of Irondequoit is seeking payment and/or reimbursement comply with the requirements of the Agreement between ESD and Town of Irondequoit, are eligible expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from ESD does not duplicate reimbursement or disbursement of costs and/or expenses from any other source. These findings will be subject to audit by ESD's Internal Audit Department.

2) I have the authority to submit this invoice on behalf of Town of Irondequoit. The project, or portion thereof for which this invoice relates, has been completed in the manner outlined in the Agreement.

3) I hereby attach the following documents for ESD approval, in support of this requisition:

N/A Exhibit B: Design & Construction Requirements
✓ Exhibit F-2: Project Cost & Completion Affidavit
✓ Exhibit F-2A: Documentation of Project Costs
✓ Exhibit G-2: Staffing Plan
N/A Exhibit G-3: Workforce Employment Utilization Report
✓ Exhibit G-4: M/WBE Utilization Plan
N/A Exhibit G-5: Waiver Request Form
N/A Exhibit G-6: M/WBE Contractor Compliance and Payment Report
✓ A copy of all current policies of insurance (or certificates thereof) in full compliance with the terms and conditions of Section 12 of the Agreement (for project activity locations only)
✓ A copy of Certificate of Occupancy or other documentation verifying project completion as ESD may require

4) There have been no materially adverse changes in the financial condition of the Grantee, except as disclosed in writing to ESD, from the date of submission of the Application to the date hereof.

5) The Grantee has acted responsibly from the date of submission of the Application to the date hereof in full compliance with the terms and conditions of Section 7 of the Agreement.

EXHIBIT F: CAPITAL GRANT PAYMENT REQUISITION FORM, Cont.

6) Representations, Warranties and Covenants made in Section 8 of the Agreement are still true, complete and accurate, unless waived in Exhibit I of the Agreement.

Signature:_____ Date:_____

Print Name: Andrae Evans Title: Town Supervisor

At any point in the course of your project, ESD would appreciate feedback regarding this ESD program. Please comment on the application, project approval, and/or payment reimbursement process or any other interactions with ESD related to the project. You may submit your feedback under separate cover to Glendon McLeary, Vice President and Director of Loans & Grants, 633 Third Avenue, NY, NY 10017. Please include your Project Number and Project Name which are listed at the top of this exhibit on your submission.
Thank you.

EXHIBIT F-1: FINANCIAL CONDITION DOCUMENTATION

Intentionally Deleted

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
d\b\a EMPIRE STATE DEVELOPMENT
Town of Irondequoit - SkyView on the Ridge RESTORE NY V, Project Number 131,756

EXHIBIT F-2
PROJECT COST & COMPLETION AFFIDAVIT

STATE OF NEW YORK)
) ss.:
COUNTY OF)

The Undersigned, being duly sworn, deposes and says:

1. I, Andrae Evans, am the Town Supervisor of Town of Irondequoit (the "Municipality"), a town that is duly organized and validly existing under the laws of the State of New York.

2. I have read and know the contents of a certain Grant Disbursement Agreement (the "Agreement") executed by and between New York State Urban Development Corporation d/b/a Empire State Development ("ESD") and the Municipality dated the ___ day of _____, 20__.

3. After having read and reviewed the Agreement, invoices and payments relating thereto, statements of cost and equity, and such other documents as I consider necessary to render the certifications contained herein, I do certify on the Municipality's behalf, that the costs for the project were incurred in the manner set forth in the Agreement and the total cost of the project was equal to or greater than Dollars ($2,918,774.02).This amount includes the Municipality's match portion that is equal to or greater than ten percent of the total grant amount ($1,000,000) in the form of Skyview Phase I LLC owner equity *[for example: municipal equity, project location owner's equity, federal/state/local grants (name the grants), etc.]*.

4. I certify that there are no liens or claims established with respect to the proceeds of this grant.

5. I further certify that this project is substantially completed as described in the General Project Plan in Exhibit A.

6. I make this affidavit and the certifications contained herein to induce ESD to disburse the grant under the terms of the Agreement, knowing that ESD will rely on the statements contained herein. I am aware that the swearing of a false oath is a Class A misdemeanor and may be a Class E felony.

By: _____
Name: Andrae Evans
Title: Town Supervisor

Subscribed and sworn to before me
this _____ day of _____, 20__

_____
Notary Public

Exhibit F-2A: Documentation of Project Costs
Project Cost Summary for ESD-Eligible Expenses

Town of Irondequoit - SkyView on the Ridge RESTORE NY V, Project #131,756

Item #	$ Amount	Invoice date	Vendor Name	Description of Item or Service
1	976,792.10	Multiple starting 2018	Centimark	Roof Replacement
2	44,029.63		Elmer Davis	Roof - Skylight Repairs
3	2,700		RMV Construction	Roof - coping repair
4	159,753	Multiple starting 2020	Trane U.S. Inc	Upgrade existing building mngmt system
5	98,554	Multiple starting 2020	Murch Electric Co	Phase 1 Electrical build out, relocate existing 2 Fiber Runs
6	34,000	multiple 2021	Johnson Controls	New Fire alarm system components
7	59,725	multiple 2021	BR Johnson	Interior / Exterior doors
8	486,045.51	multiple starting 2021	Flour City Construction LLC	Phase 1 common area build out
9	3,242	2020	J. Kozel + Son	Gutter repair
TOTAL:				

PREPARED BY: Lauren Grimm DATE: 5/21/2024

* Provide a full project cost listing of ESD-eligible expenses using this exhibit. Items should be numbered 1, 2, 3, etc. Each column must be completed.

Exhibit F-2A: Documentation of Project Costs
Project Cost Summary for ESD-Eligible Expenses

Town of Irondequoit - SkyView on the Ridge RESTORE NY V, Project #131,756

Item #	$ Amount	Invoice date	Vendor Name	Description of Item or Service
10	17,535.32	multiple 2021	ES Systems, Inc.	Backflow devia replacements
11	128,050	multiple starting 2022	Peper Remodeling	Painting of Phase 1 + Tile demo of phase 1
12	344,307.59	multiple starting 2022	East Ridge Glass LLC	Glass material and hardware for phase 1 common area
13	90,215	multiple 2022	North Ridge Glass	Labor for glass material installation
14	66,069.73	6/8/2022	Graybar	Lighting fixtures - material only
15	33,150	multiple 2022	Cornerstone Restoration	Phase 1 tile demolition
16	3,500	5/3/2021	Leon Murray PE	Glass system engineer
17	3,500	3/2/2022	LLW Engineering	Glass system shop drawings
18	76,598.05	2022	Paragon Supply, Inc.	Floor tile supplier
TOTAL:				

PREPARED BY: Lauren Grimm DATE: 5/21/2024

* Provide a full project cost listing of ESD-eligible expenses using this exhibit. Items should be numbered 1, 2, 3, etc. Each column must be completed.

Exhibit F-2A: Documentation of Project Costs
Project Cost Summary for ESD-Eligible Expenses

Town of Irondequoit - SkyView on the Ridge RESTORE NY V, Project #131,756

Item #	$ Amount	Invoice date	Vendor Name	Description of Item or Service
19	144,864	multiple starting 2021	CW Piping	Sprinkler fitters for repair of Phase 1
20	141,586.67	multiple starting 2020	TK Flooring Inc	Phase 2+3 Repair + replace tile flooring
21	4,561.52	2/26/2020	Thyssenkrupp	Repair of escalator
TOTAL:	2,918,774.02			

PREPARED BY: Lauren Grimm DATE: 5/21/2024

* Provide a full project cost listing of ESD-eligible expenses using this exhibit. Items should be numbered 1, 2, 3, etc. Each column must be completed.

	Exhibit F-2A: Documentation of Project Costs		
	Project Cost Summary for ESD-Eligible Expenses		
	Town of Irondequoit - Skyview on the Ridge RESTORE NY V, Project #131,756		
Item #	**CONTRACTOR**	**DESCRIPTION OF WORK**	**AMOUNT**
1	Centimark	Roof Replacement	$ 976,792.10
2	Elmer Davis	Roof - Skylight repairs	$ 44,029.53
3	RMV Construction Services LLC	Roof coping repair	$ 2,700.00
4	Trane U.S. Inc	Upgrade existing building management system	$ 159,753.00
5	Murch Electric Co. LLC	Phase 1 electrical build out, relocate existing 2 fiber runs	$ 98,554.00
6	Johnson Controls Fire Protection	New fire alarm system components	$ 34,000.00
7	BR Johnson	Interior/Exterior Doors	$ 59,725.00
8	Flour City Construction LLC	Phase I common area build out	$ 486,045.51
9	J. Kozel & Son	Gutter repair	$ 3,242.00
10	ES Systems, Inc.	Backflow device replacements	$ 17,535.32
11	Peper Remodeling	Painting of Phase 1 and tile demolition of Phase I	$ 128,050.00
12	East Ridge Glass LLC	Glass material and hardware for Phase I common area	$ 344,307.59
13	North Ridge Glass	Labor for glass material installation	$ 90,215.00
14	Graybar (paid on credit card Amex)	Lighting fixtures - material only	$ 66,064.73
15	Cornerstone Restoration	Tile demolition in Phase I	$ 33,150.00
16	Leon Murray PE	Glass system engineer	$ 3,500.00
17	LLW Engineering	Glass system shop drawings	$ 3,500.00
18	Paragon Supply, Inc.	Floor tile supplier	$ 76,598.05
19	CW Piping	Sprinkler fitters for repair of Phase I	$ 144,864.00
20	TK Flooring Inc. (MBE)	Phase 2 &Phase 3 Repair and replace tile flooring	$ 141,586.67
21	Thyssenkrupp	Repair of escalator	$ 4,561.52
		TOTAL	**$ 2,918,774.02**

Prepared By: Lauren Grimm

Date: 5/21/2024

EXHIBIT G: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

A. Empire State Development (ESD) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. The Recipient of the subject Grant Disbursement Agreement (the "Recipient" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to ESD, to fully comply and cooperate with the ESD in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Recipient's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

A. For purposes of this Contract, the ESD hereby establishes an overall goal of **30%** for Minority and Women-Owned Business Enterprises ("MWBE") participation (based on the current availability of qualified MBEs and WBEs).

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Recipient should reference the directory of New York State Certified MWBEs found at the following internet address:

http://www.esd.ny.gov/mwbe.html

Additionally, Recipient is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding

constitutes a breach of contract and the Recipient shall be liable to the ESD for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

A. Recipient agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Recipient shall comply with the following provisions of Article 15-A:

1. Recipient and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. The Recipient shall submit an EEO policy statement to the ESD with the executed Contract.

3. If Recipient or subcontractor does not have an existing EEO policy statement, the ESD may provide the Recipient or subcontractor a model statement (see EXHIBIT G-1: M/WBE Participation/Equal Employment Opportunity Policy Statement).

4. The Recipient's EEO policy statement shall include the following language:

   a. The Recipient will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

   b. The Recipient shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

   c. The Recipient shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Recipient's obligations herein.

   d. The Recipient will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant

provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. EXHIBIT G-2: Staffing Plan

To ensure compliance with this Section, the Recipient shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Recipients shall complete the Staffing plan form and submit it as part of the executed Contract.

D. EXHIBIT G-3: Work Force Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, Recipient is responsible for updating and providing notice to the ESD of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by Recipient and any subcontractor performing work on the Contract.
3. In limited instances, Recipient may not be able to separate out the workforce utilized in the performance of the Contract from Recipient's and/or sub's total workforce. When a separation can be made, Recipient shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Recipient's and/or subcontractor's total workforce, Recipient shall submit the Workforce Report and indicate that the information provided is Recipient's total workforce during the subject time frame, not limited to work specifically under the contract.

E. Recipient shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Recipient and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

A. The Recipient represents and warrants that Recipient has submitted an MWBE Utilization Plan (EXHIBIT G-4) either prior to, or at the time of, the execution of the Contract.

B. Recipient agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section II-A of this Exhibit.

C. Recipient further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, ESD shall be entitled to any remedy provided herein, including but not limited to, a finding of Recipient non-responsiveness.

V. Waivers

A. For Waiver Requests Recipient should use the Waiver Request Form (EXHIBIT G-5).

B. If the Recipient, after making good faith efforts, is unable to comply with MWBE goals, the Recipient may submit a Request for Waiver form documenting good faith efforts by the Recipient to meet such goals. If the documentation included with the waiver request is complete, the ESD shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

C. If the ESD, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Recipient is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the ESD may issue a notice of deficiency to the Recipient. The Recipient must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

Recipient is required to submit a Quarterly MWBE Contractor Compliance and Payment Report (EXHIBIT G-6) to the ESD by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages/Recapture - MWBE Participation

A. Where ESD determines that Recipient is not in compliance with the requirements of the Contract and Recipient refuses to comply with such requirements, or if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals, Recipient shall be obligated to pay to the ESD liquidated damages or be subject to recapture of grant proceeds ("Recapture").

B. Such liquidated damages or Recapture shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Recipient achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

EXHIBIT G: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

C. In the event a determination has been made which requires the payment of liquidated damages (and such identified sums have not been withheld by the ESD) or Recapture, Recipient shall pay such liquidated damages or Recapture to the ESD within sixty (60) days after they are assessed by the ESD unless prior to the expiration of such sixtieth day, the Recipient has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages or Recapture shall be payable if Director renders a decision in favor of the ESD.

NEW YORK STATE OF OPPORTUNITY. | Empire State Development

EXHIBIT G-1: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

M/WBE PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I, Andrae Evans of the Town of Irondequoit (CONTRACTOR REPRESENTATIVE), the __ (AWARDEE/CONTRACTOR) agree to adopt the following policies with respect to the project being developed or services rendered at __. 250 Skyview Centre Parkway 350 Skyview Centre Parkway 450 Skyview Centre Parkway

M/WBE PARTICIPATION (M/WBE)

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from ESD's Office of Contractor and Supplier Diversity and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhance participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EQUAL EMPLOYMENT OPPORTUNITY POLICY (EEO)

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or

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EXHIBIT G-1: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

M/WBE PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed on this ___ day of ___, 20___.

By: _____
(SIGNATURE)

Print Name: Andrae Evans

Title: Town Supervisor

Minority Business Enterprise Liaison

___ (Name of Designated Liaison) is designated as the Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

30% Minority and Women's Business Enterprise Participation

EEO Contract Goals

___% Minority Labor Force Participation

___% Female Labor Force Participation

_____
(Authorized Representative)

Print Name: ___

Title: ___

Date: ___

Gmail

Lauren Grimm <executive.assistant22@gmail.com>

RE: Skyview Phase I - Restore NY Project # 131,756

1 message

Forsey, Kelly (ESD) <Kelly.Forsey@esd.ny.gov> Mon, May 20, 2024 at 3:09 PM
To: "executive.assistant22@gmail.com" <executive.assistant22@gmail.com>
Cc: "Vido, Jay (ESD)" <Jay.Vido@esd.ny.gov>

Good Afternoon

The MWBE goals have been met and proof of payment has been received. I am missing OCSD-1 & 2 from the Town, that is required prior to disbursement.

Thank you

Kelly Forsey

Senior Compliance Manager

Office of Contractor and Supplier Diversity

Empire State Development

95 Perry Street, Buffalo NY 14203

(716) 846-8238 | Kelly.Forsey@esd.ny.gov

www.esd.ny.gov

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From: Lauren Grimm <executive.assistant22@gmail.com>
Sent: Monday, May 20, 2024 11:41 AM
To: Forsey, Kelly (ESD) <Kelly.Forsey@esd.ny.gov>
Cc: Vido, Jay (ESD) <Jay.Vido@esd.ny.gov>
Subject: Re: Skyview Phase I - Restore NY Project # 131,756

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

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OCSD-2 - STAFFING PLAN

(REQUIRED ONLY OF CONTRACTS VALUED AT $250,000 OR MORE)

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

Submit with Bid or Proposal – Instructions on page 2

Contract/Project No.:	**Contract/Project Title:**
131,756	Town of Irondequoit - Skyview on the Ridge RESTORE NY V

Contractor/Grantee Name:
Town of Irondequoit

Contractor/Grantee Address:
1280 Titus Avenue Rochester, NY 14617

Report includes Contractor's/Subcontractor's:
- ☐ Work force to be utilized on this contract
- ☐ Total work force
- ☐ Prime Contractor
- ☑ Subcontractor

Subcontractor's name Flour City Construction LLC

Enter the total number of employees for each classification in each of the EEO-Job Categories identified.

EEO-Job Category	Total Work force	Work force by Gender			Work force by Race/Ethnic Identification																				
		Total Male (M)	Total Female (F)	Total X (X)	White			Black			Hispanic			Asian			Native American			Disabled			Veteran		
					(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)
Officials/Administrators	1	1									1														
Professionals																									
Technicians																									
Sales Workers																									
Office/Clerical																									
Craft Workers																									
Laborers	5										5														
Service Workers																									
Temporary /Apprentices																									
Totals	6										6														

PREPARED BY (Signature):	**TELEPHONE NO.:**	**EMAIL ADDRESS:**	**DATE:**
	585-354-4027	flourcityconstructionllc@gmail.com	5/21/2024

NAME AND TITLE OF PREPARER (Print or Type):
Jose Otero, Owner

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OCSD-2 - STAFFING PLAN

(REQUIRED ONLY OF CONTRACTS VALUED AT $250,000 OR MORE)

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

Submit with Bid or Proposal – Instructions on page 2

Contract/Project No.:	**Contract/Project Title:**
131,756	Town of Irondequoit - Skyview on the Ridge RESTORE NY V

Contractor/Grantee Name:
Town of Irondequoit

Contractor/Grantee Address:
1280 Titus Avenue Rochester, NY 14617

Report includes Contractor's/Subcontractor's:
- ☐ Work force to be utilized on this contract
- ☐ Total work force
- ☐ Prime Contractor
- ☑ Subcontractor

Subcontractor's name CW Piping

Enter the total number of employees for each classification in each of the EEO-Job Categories identified.

EEO-Job Category	Total Work force	Work force by Gender			Work force by Race/Ethnic Identification																				
		Total Male (M)	Total Female (F)	Total X (X)	White			Black			Hispanic			Asian			Native American			Disabled			Veteran		
					(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)
Officials/Administrators	2	2		2	1			1																	
Professionals																									
Technicians																									
Sales Workers																									
Office/Clerical	1	1		1	1																				
Craft Workers																									
Laborers	12	12		12	10			2																	
Service Workers																									
Temporary /Apprentices																									
Totals	15	15		15	12			3																	

PREPARED BY (Signature): Simon Garno

TELEPHONE NO.: (585) 794-7048

EMAIL ADDRESS: Simon@CWPiping.com

DATE: 5/21/24

NAME AND TITLE OF PREPARER (Print or Type): Simon Garno - Assistant PM/Estimator

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N/A

EXHIBIT G-3: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

WORKFORCE EMPLOYMENT UTILIZATION REPORT

Contract No.:	**Reporting Entity:** ☐ Contractor ☐ Subcontractor	**Reporting Period:** ☐ January 1, 20 - March 31, 20 ☐ April 1, 20 - June 30, 20 ☐ July 1, 20 - September 30, 20 ☐ October 1, 20 - December 31, 20
Contractor's Name:		**Report includes:** ☐ Work force to be utilized on this contract ☐ Contractor/Subcontractor's total work force
Contractor's Address:		

Enter the total number of employees in each classification in each of the EEO-Job categories identified.

EEO - Job Category	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification															
		Male (M)	Female (F)	White (M)	White (F)	Black (M)	Black (F)	Hispanic (M)	Hispanic (F)	Asian (M)	Asian (F)	Native American (M)	Native American (F)	Disabled (M)	Disabled (F)	Veteran (M)	Veteran (F)
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary / Apprentices																	
Totals																	

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EXHIBIT G-3: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

WORKFORCE EMPLOYMENT UTILIZATION REPORT

Submit the above completed form to:

Empire State Development
Office of Contractor and Supplier Diversity
633 Third Avenue, 33rd Floor
New York, NY 10017

General Instructions: The work force utilization (M/WBE **102)** is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total work force, the contractor and/or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total work force, information on the total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to the M/WBE Program Management Unit within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a copy of the previously submitted report indicating no change with the date and reporting period updated.

Instructions for completing:

1. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading 'Work force by Gender'
7. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Program Management Unit at (518) 474-5513 if you have any questions.
8. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

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EXHIBIT G-3: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

WORKFORCE EMPLOYMENT UTILIZATION REPORT

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female

NEW YORK STATE OF OPPORTUNITY. | Empire State Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

OCSD-4

MWBE AND SDVOB UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This MWBE and SDVOB Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) and/or Service Disabled Veteran Owned Business (SDVOB) under the contract. Attach additional sheets if necessary.

*** indicates mandatory fields**

***Contractor Name:** Skyview Phase I LLC

***Representative Name:** Lauren Grimm

***Phone:** 585-225-0140

***Fax:** 585-486-5426

***Email:** executive.assistant22@gmail.com

***Total Dollar Value of Contract/Grant:** $300,000

Address: 550 Latona Road Bldg E Suite 501

Town, State & Zip: Rochester, NY 14626

***ESD Contract/Project Number:** 131,756

RFP/RFQ/Solicitation Number: _____

***MWBE Goal:** MBE _____% + WBE _____% = **MWBE GOAL** 30 %

***SDVOB Goal:** _____%

1. * Certified MWBE or SDVOB Firm Name, Contact Person's Name, Address, Phone and Email.	2. * Check All That Apply	3. * Federal ID No.	4. *Detailed Description of Work (Attach additional sheets, if necessary, Attach Contract if available)	5. *Check Firm Type That Applies for Work Completed on this Project	6. *Dollar Value of Contract (if unavailable or yet undetermined, indicate $1)
A. Flour City Construction LLC 550 Latona Road Bldg E Suite 513 Rochester, NY 14626 585-354-4027 Flourcityconstructionllc@gmail.com	NYS CERTIFIED ☑ MBE ☐ WBE ☐ SDVOB	81-5061152	Phase I Common area build out	☑ Subcontractor ☐ Subconsultant ☐ Materials Supplier ☐ Trade Agents/Brokers	$455,962.00
B. CW Piping LLC 85 Woodmill Drive Rochester, NY 14626 585-202-7611 wayne@cwpiping.com	NYS CERTIFIED ☑ MBE ☐ WBE ☐ SDVOB	47-4918436	Phase I common area build out for sprinklers	☑ Subcontractor ☐ Subconsultant ☐ Materials Supplier ☐ Trade Agents/Brokers	$285,210

NEW YORK STATE OF OPPORTUNITY. | Empire State Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

OCSD-4

MWBE AND SDVOB UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This MWBE and SDVOB Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) and/or Service Disabled Veteran Owned Business (SDVOB) under the contract. Attach additional sheets if necessary.

*** indicates mandatory fields**

***Contractor Name:** Skyview Phase I LLC

***Representative Name:** Lauren Grimm

***Phone:** 585-225-0140

***Fax:** 585-486-5426

***Email:** executive.assistant22@gmail.com

***Total Dollar Value of Contract/Grant:** $300,000

Address: 550 Latona Road Bldg E Suite 501

Town, State & Zip: Rochester, NY 14626

***ESD Contract/Project Number:** 131,756

RFP/RFQ/Solicitation Number: _____

***MWBE Goal:** MBE _____% + WBE _____% = **MWBE GOAL** 30 %

***SDVOB Goal:** _____%

1. * Certified MWBE or SDVOB Firm Name, Contact Person's Name, Address, Phone and Email.	2. * Check All That Apply	3. * Federal ID No.	4. *Detailed Description of Work (Attach additional sheets, if necessary, Attach Contract if available)	5. *Check Firm Type That Applies for Work Completed on this Project	6. *Dollar Value of Contract (if unavailable or yet undetermined, indicate $1)
A. TK Flooring Mr. Thoue Kongmany 65 Industrial Park Circle Rochester, NY 14624 585-409-8875 tkongmany@yahoo.com	NYS CERTIFIED ☑ MBE ☐ WBE ☐ SDVOB	46-3490822	Phase 2 & Phase 3 repair and replace tile flooring	☑ Subcontractor ☐ Subconsultant ☐ Materials Supplier ☐ Trade Agents/Brokers	$209,000
B.	NYS CERTIFIED ☐ MBE ☐ WBE ☐ SDVOB			☐ Subcontractor ☐ Subconsultant ☐ Materials Supplier ☐ Trade Agents/Brokers	

NEW YORK STATE OF OPPORTUNITY. | Empire State Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

OCSD-4

MWBE AND SDVOB UTILIZATION PLAN

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7. If unable to fully meet the MWBE and/or SDVOB goals set forth in the contract, the Contractor must submit a Waiver Request form, which may be obtained from the Office of Contractor and Supplier Diversity, at OCSD@ESD.NY.GOV.

PREPARED BY (Signature): Lauren Grimm **DATE:** 5/21/24

Preparer's Name (Print or Type): Lauren Grimm

Preparer's Title: Executive Assistant

Date: 5/21/2024

SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE AND SDVOB REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW ARTICLES 15-A AND 17-B, 5 NYCRR PART 143, 9 NYCRR PART 252, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

The MWBE Certification status of the firms listed on this form **MUST** be verified using the New York State Contract System's Directory of Certified Minority and Women-owned Business Enterprises.
This directory is available at https://ny.newnycontracts.com.

The SDVOB Certification status of the firms listed on this form **MUST** be verified using the Directory of New York State Certified Service-Disabled Veteran-Owned Businesses.
This directory is available at https://online.ogs.ny.gov/SDVOB/search.

TELEPHONE NO.:	**EMAIL ADDRESS:**
585-225-0140	executive.assistant22@gmail.com

Policy Regarding Use of MWBE Suppliers and Brokers

Only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal.

FOR CONSTRUCTION/CAPITAL PROJECTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

FOR ALL OTHER PROJECTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.

**** FOR OCSD USE ONLY ****

REVIEWED BY:	**DATE:**

UTILIZATION PLAN APPROVED?
☐ YES ☐ PARTIAL ☐ NO Date:

NEW YORK STATE OF OPPORTUNITY. | Empire State Development

N/A

EXHIBIT G-5: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

WAIVER REQUEST FORM

Waiver Applicant	
Offeror / Contractor Name:	Fed ID No.:
Address:	Solicitation/Contract No.:
City, State, Zip Code:	M/WBE Goals: MBE: __% WBE: __%

By submitting this form and the required information, the offeror / contractor certifies that every "Good Faith Effort" has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract. Review 5 NYCRR §142.8, Contractor's Good Faith Efforts, on page 2 of this form for the precise definition of "Good Faith Effort".

Contractor is requesting a:

1. ☐ MBE Waiver – A waiver of the MBE Goal for this procurement is requested.
   ☐ Total ☐ Partial
2. ☐ WBE Waiver – A waiver of the WBE Goal for this procurement is requested.
   ☐ Total ☐ Partial
3. ☐ Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development).

   Date of such filing with Empire State Development Corporation: __

PREPARED BY (Signature): _____ Date: __

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

Name and Title of Preparer (Printed or Typed):	**Telephone Number:**	**Email Address:**

Submit with the bid or proposal or if submitting after award submit to: **Empire State Development**	***** **FOR M/WBE USE ONLY** *****	
	REVIEWED BY:	**DATE:**

NEW YORK STATE OF OPPORTUNITY | Empire State Development

EXHIBIT G-5: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

WAIVER REQUEST FORM

Office of Contractor and Supplier Diversity **633 Third Avenue, 33rd Floor** **New York, New York 10017**	**Waiver Granted:** ☐ **YES** **MBE:** ☐ **WBE:** ☐ ☐ **Total Waiver** ☐ **Partial Waiver** ☐ **ESD Certification Waiver** ☐ ***Conditional** ☐ **Notice of Deficiency Issued ___** * **Comments:**

NEW YORK STATE OF OPPORTUNITY. | Empire State Development

EXHIBIT G-5: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

WAIVER REQUEST FORM

5 NYCRR §142.8 - Contractor's Good Faith Efforts

(a) The contractor must document its good faith efforts toward meeting certified minority and women-owned business enterprise utilization plans by providing, at a minimum:

(1) Copies of its solicitations of certified minority and women-owned business enterprises and any responses thereto;

(2) If responses to the contractor's solicitations were received, but a certified minority or woman-owned business enterprise was not selected, the specific reasons that such enterprise was not selected;

(3) Copies of any advertisements for participation by certified minority and women-owned business enterprises timely published in appropriate general circulation, trade and minority or women-oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;

(4) Copies of any solicitations of certified minority and/or women-owned business enterprises listed in the directory of certified businesses;

(5) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified minority and women-owned business enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;

(6) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified minority and women-owned business enterprises.

(b) In addition to the information provided by the contractor in paragraph (a) above, the State agency may also consider the following to determine whether the contractor has demonstrated good faith efforts:

(1) Whether the contractor submitted an alternative utilization plan consistent with the subcontract or supplier opportunities in the contract;

(2) The number of certified minority and women-owned business enterprises in the region listed in the directory of certified businesses that could, in the judgment of the State agency, perform work required by the State contract scope of work;

(3) The actions taken by the contractor to contact and assess the ability of certified minority and women-owned business enterprises located outside of the region in which the State contract scope of work is to be performed to participate on the State contract;

(4) Whether the contractor provided relevant plans, specifications or terms and conditions to certified minority and women-owned business enterprises sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor or supplier;

(5) The terms and conditions of any subcontract or provision of suppliers offered to certified minority or women-owned business enterprises and a comparison of such terms and conditions

NEW YORK STATE OF OPPORTUNITY. | Empire State Development

N/A

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

Exhibit G-6

MWBE AND SDVOB COMPLIANCE AND PAYMENT REPORT

CONTRACTOR/GRANTEE:
ADDRESS:
TOWN/COUNTY/ZIP:
CONTACT PERSON:
TELEPHONE:
EMAIL:

ESD OCSD REPRESENTATIVE:
CONTRACT/PROJECT NAME:
CONTRACT/PROJECT #:
PROJECT START DATE:
PERCENT COMPLETE:
ACTUAL COMPLETION DATE:

REPORTING PERIOD: ☐ **Monthly for the Month of:** (Month) (Year)
☐ **Quarterly (Check Applicable):** ☐ **Quarter 1 (4/1-6/30)** | ☐ **Quarter 2 (7/1-9/30)** | ☐ **Quarter 3 (10/1-12/31)** | ☐ **Quarter 4 (1/1-3/31)**

Attach MWBE and SDVOB executed contracts, wire transfer confirmations and cancelled checks as proof of payment to the identified MWBEs and SDVOBs. This report should be completed and signed by an officer of the Reporting Company. Attach additional sheets if necessary.

PRIME CONTRACTOR, if different from above (Name, Address, Contact Person, Title and Phone # with area code)	PRIME CONTRACT AMOUNT	MWBE or SDVOB SUBCONTRACTOR (Name, Address, Contact Person, Title and Phone # with area code)	NYS CERTIFICATION (Check One)	DESCRIPTION OF SERVICES	CONTRACT AMOUNT	PAYMENTS PREVIOUSLY REPORTED	PAYMENTS ON CURRENT REPORT	TOTAL PAYMENTS TO DATE
	$		☐ MBE ☐ WBE ☐ SDVOB		$	$	$	$
	$		☐ MBE ☐ WBE ☐ SDVOB		$	$	$	$
	$		☐ MBE ☐ WBE ☐ SDVOB		$	$	$	$

CERTIFICATION: I, ___ (Print Name), the ___ (Title) of the Reporting Company above, do certify that (i) I have read this Compliance Report and (ii) to the best of my knowledge, information and belief, the information contained herein is complete and accurate.

SIGNATURE: _____ **DATE:** _____

Submission of this form constitutes the Contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the Contract.

NEW YORK STATE OF OPPORTUNITY. | Empire State Development

Exhibit G-6

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

MWBE AND SDVOB COMPLIANCE AND PAYMENT REPORT

SUBMIT REPORT TO: Office of Contractor and Supplier Diversity
Empire State Development
633 Third Avenue, 35th Floor
New York, NY 10017

Completed forms may be emailed directly to OCSD at ocsd@esd.ny.gov. All email submissions must include ESD's project/contract number(s), and the name and contact information of the individual or firm submitting the information.

QUESTIONS? Please contact the OCSD's Compliance Managers or email the office at ocsd@esd.ny.gov.

Danielle Adams	**Kelly Forsey**	**Jordan Kaplan**	**Denise Ross**	**Ami Shipley**
(518) 474-2569	(716) 846-8238	(212) 803-3659	(212) 803-3226	(212) 803-3222
Danielle.Adams@esd.ny.gov	Kelly.forsey@esd.ny.gov	Jordan.kaplan@esd.ny.gov	Denise.ross@esd.ny.gov	Ami.shipley@esd.ny.gov
REGIONS:				
Capital District SUNY Poly Portfolio Mohawk Valley Dept. of Economic Development	Finger Lakes North Country Western New York ESD Subsidiaries – ECHDC, USA Niagara	Central NY Long Island Southern Tier ESD Subsidiary – AYCDC	Mid-Hudson NYC (Bronx, Brooklyn, Queens, Manhattan, Staten Island)	ESD Procurement Contracts ESD Subsidiaries – CCDC, QWDC, LMDC, ESNMC, HCDC, MSDC

EXHIBIT H: REPORT OF EMPLOYMENT

Intentionally Deleted

EXHIBIT I: SPECIAL PROVISIONS

In the event of any conflict between Exhibit A of this Agreement and any other provisions of this Agreement, the terms of such other provisions shall govern.

Neither the Grant, nor any equipment or facility funded in part or whole by the Grant, shall be used at any time or in any manner for religious worship, instruction or proselytizing.

The following sections of the Terms and Conditions of this Agreement are waived: Section 2; Section 3(e); the reference to "Exhibit H" in Section 4(a); Section 4(c); Section 8(i); Section 9(a)(iv); and Section 9(a)(vii).

Resolution Number 2024 -

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR YELLOWJACKET RACING/ FLEET FEET'S ROCHESTER HALF MARATHON AND 5K RUN

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 16th day of July 2024 at 7:00 p.m. local time, there were

PRESENT:

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

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

WHEREAS, the Town Clerk's Office received an application for a special event license from Yellow Jacket Racing/Fleet Feet to host the Rochester Half Marathon and 5K Run on Sunday, September 15, 2024, from 7:30 a.m. to 11:00 a.m. (a copy of the application is **Attachment A** hereto); and

WHEREAS, YellowJacket Racing/Fleet Feet is seeking permission to utilize a portion of Irondequoit for this long-existing event; and

WHEREAS, the proposed start is at Maplewood Park at 7:30 a.m., with assemblage starting at 5:30 a.m., and the finish area is at Innovative Field; and

WHEREAS, YellowJacket Racing/Fleet Feet has been working with the Rochester Police Department and the Irondequoit Police Department on the route (which has been the same route for several years) and traffic control:

WHEREAS, YellowJacket Racing/ Fleet Feet is in the process of obtaining all necessary permits from the New York State Department of Transportation and the Monroe County Department of Transportation; and

WHEREAS, YellowJacket Racing/ Fleet Feet is working with the United States Coast Guard and Monroe County Department of Transportation to keep the O'Rorke Bridge closed to boat traffic for the duration of the event; and

WHEREAS, proof of insurance, which expires on November 1, 2024, has been reviewed and approved by the Town's insurance carrier.

NOW THEREFORE BE IT RESOLVED, that the Town Board approves a Special Event License to

conduct the Rochester Half Marathon and 5K Race on Sunday, September 15, 2024, from 5:30 a.m. to 11:00 a.m., upon the condition that YellowJacket Racing/Fleet Feet notifies all affected residents before the event.

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	_____

YELLOWJACKET Racing

March 12, 2024

Town of Irondequoit
Attn: Clerk's Office
1280 Titus Avenue
Rochester, NY 14617

RE: Application for Special Event
Rochester 1/2 Marathon & 5K - September 15, 2024

To Whom It May Concern:

Enclosed is our completed Special Event application for the ***2024 Rochester ½ Marathon & 5K***, which will be held Sunday, September 15, 2024.

The Rochester Marathon is going to start on Maplewood Drive, in Maplewood Park and will end on Morrie Silver Way outside of Innovative Field. The event will consist of a half marathon (13.1 miles), and a 5K. The ½ marathon will start at 7:30 am with portions of the course being open until 11:00am.

We have returned the course to the 2019 route, consistent with the past couple of years. Once again, the portion of the race that will go through Irondequoit is from the middle of the O'Rorke Bridge (where the town line begins). Runners will cross the O'Rorke Bridge (coming from Lake Ave), they will turn right on Thomas Ave, turn right on St. Paul and then turn into the Cornell Cooperative Extension, crossing through their lot, getting on the River trail in Seneca Park. Runners will then head to the pedestrian bridge to cross the river back over to Maplewood Park.

Some additional information for your review:

- A Certificate of Insurance naming the Town of Irondequoit is submitted. This Certificate of Insurance is being provided to us through USA Track & Field.
- The Rochester ½ Marathon is a sanctioned event through USA Track & Field, and the course is certified.
- Monroe Ambulance provides medical services for the race to ensure the safety of runners and spectators.
- The Rochester ½ Marathon is covered under a Part 18 NYS Mass Gathering Permit, which requires us to notify all Hospitals and Ambulance companies along the course.
- We are in the process of filing permits with the New York State Department of Transportation and the Monroe County Department of Transportation.
- The Coast Guard & Monroe County Department of Transportation have been contacted about keeping the O'Rorke Bridge closed to boat traffic for the duration of the event. We are awaiting final approval & confirmation.

155 Culver Road, Suite 110, Rochester, NY 14620
P: 585-732-1090 F: 585-697-2893
Events@YellowJacketRacing.com
YellowJacketRacing.com

- A course map and a detailed description is enclosed.
- All course clean-up in your area will be done by volunteers. Suburban Disposal will be providing all the bags and waste boxes for our water cup disposal and other course debris. All volunteers will be properly trained and informed in this regard so that the area will be as clean as when we set up.

We will be working with the City of Rochester Police Department and the Irondequoit Police Department on the route and traffic control. The course will be monitored at all times by the proper governing bodies, as well as trained volunteer road marshals.

Please do not hesitate to contact me if you have any questions. If there are any other steps that I need to fulfill, please let me know. Thank you so much.

Yours very truly,



Ellen Brenner
VP/CFO/Owner
YellowJacket Racing & Fleet Feet

FOR TOWN USE ONLY:	APPLICATION FEE RECEIVED: ☐ YES ☐ NO BARRICADE USAGE FEE: $
	TOWN CLERK APPRIVAL: _____ DATE: / /
	POLICE APPROVAL: _____ DATE: / /
	POLICE FEE: $_____ RECEIVED: ☐ YES ☐ NO DATE: / /
	FIRE MARSHAL APPROVAL: _____ DATE: / /
	COMMISSIONER OF D.P.W. APPROVAL: _____ DATE: / /

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: Rochester 1/2 Marathon & 5K

DATE OF EVENT: 9/15/24 RAIN DATE: N/A

PURPOSE OF EVENT: 1/2 Marathon & 5K to showcase the NW side of Roc.

NAME OF SPONSOR ORGANIZATION: Fleet Feet & Yellowjacket Racing

ADDRESS: 155 Culver Rd, Suite 110, Rochester NY

DAYTIME TELEPHONE: 585-732-1090 EVENING TELEPHONE: _____

CELL #: 585-967-8878 FAX #: _____ E-MAIL: events@yellowjacketracing.com

TIME OF EVENT: FROM 7:30am TO 11:00am

TIME & LOCATION OF ASSEMBLY: Innovative Field / Maplewood Park 5:30am

TIME & LOCATION OF DISBANDMENT: Innovative Field

NUMBER OF PARTICIPANTS EXPECTED: ~1,600 NUMBER OF VOLUNTEER MARSHALS: 100+

EVENT TO TAKE PLACE: ☐ STREET ☐ SIDEWALK ☒ BOTH

IS AREA TO BE BLOCKED OFF? ☒ YES ☐ NO

IF YES, PLEASE SPECIFY: CP ward will place cones. IPD will direct traffic. There will be NO Northbound traffic on Thomas. There will be both North-bound & South bound traffic on St. Paul.

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: This is up to IPD.

ALL AFFECTED RESIDENTS MUST ME NOTIFIED OF EVENT. HAVE YOU NOTIFIED ALL AFFECTED RESIDENTS?

☐ YES ☐ NO IF NO, NUMBER INFORMED: Post card notification is sent to residents 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

We are using the same Route cleared by IPD & RPD in previous years. We always contact RTS.

a town for a lifetime

IRONDEQUOIT New York

Please sign below:

Chief of Police **Scott Peters**

APPROVED

Fire Marshall **Jeffrey David**

APPROVED 6.18.24

Commissioner of DPW **Erin Magee**

6/20/24

Supervisor **Andrae Evans**

Town Clerk **Latasha Elder**

6/21/24

Department of Transportation

Monroe County, New York

Adam J. Bello
County Executive

Thomas J. Frys, P.E.
Director

March 25, 2024

Ms. Ellen Brenner
YellowJacket Racing
155 Culver Road, Suite 110
Rochester, New York 14620

RE: PARADE PERMIT - ROCHESTER HALF MARATHON 2024

Dear Ms. Brenner:

This is to inform you of the approval to use Thomas Avenue from Pattonwood Drive to St. Paul Boulevard and St. Paul Boulevard from Thomas Avenue to Seneca Park as part of the above-referenced event, taking place on Sunday, September 15, 2024. It is our understanding that lane closures and all traffic control in this section will be provided by the Town of Irondequoit Police Department.

We also understand your event is coordinating with the City of Rochester, the U.S. Coast Guard, and the New York State Department of Transportation for this event and that the O'Rorke Bridge lift operations on Pattonwood Drive will be affected during the hours of 7:45 a.m. to 9:30 a.m. on race day.

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.

If you have any questions, please contact John Raymond at 753-7711 or me.

Sincerely,

Timothy A. Harris, P.E.
Chief of Traffic Operations and Permits

TAH:JR:jlc
cc: T. Frys, MCDOT
K. Cox, MCDOT
T. Polech, MCDOT
J. Fairchild, MCDOT
M. Matteson, MCDOT
L. Soule, US Coast Guard
D. Fazio, NYSDOT
H. Barrett, City of Rochester
E. Magee, Town of Irondequoit DPW ✓
S. Peters, Chief, Town of Irondequoit PD
J. Tolar-Boasi, RGRTA
File: H:\Sub\T\TRAFF OPS-PERMITS\PERMITS\Parade\Parade Permits\2024\Irondequoit\Rochester Marathon 2024.doc

TOWN OF IRONDEQUOIT

"Where the land and waters meet." Est. 1839

Attention: Contractor, Subcontractor, Vendors, and other operating on town property

Here at the Town of Irondequoit, we have an established policy that is applied uniformly to each contractor, subcontractor, service or individual (here after referred to as the "contractor") whose service(s) we utilize. This policy required that each contractor (1) Be adequately insured; meeting or exceeding the limits stated below, (2) Provide us with adequate proof of their insurance coverage; by means of Certificate of Insurance that is current, complete and meets our specifications and (3) Sign a hold harmless agreement; included in our contract or as separate document (see attached). Each contractor must initially provide this information to our main office before they will be allowed to perform any activity owned or managed by the Town of Irondequoit. Once received, reviewed and approved by our main office, the contractor will be given authorization to begin. If the documentation received does not satisfy our stated requirement, the contractor will be made aware and will not be allowed to begin any activity until compliance is met.

The **INSURANCE COVERAGES** and limits required:

General Liability	Each Occurrence	$1,000,000
	Fire Damage (Any one fire)	$100,000
	Med Exp (Any one person)	$10,000
	Personal and Advanced Injury	$1,000,000
	General Aggregate	$2,000,000
	Products-Comp/Op Aggregate	$2,000,000
Automobile Liability	Combined Single Limit (Ea accident)	$1,000,000
Excess Liability	Each Occurrence & Aggregate	$1,000,000
Workers Comp	WC Statutory Limits	$100,000/$100,000/$500,000

The CERTIFICATE OF INSURANCE See attached sample

The HOLD HARMLESS AGREEMENT attached must be agreed to and signed

TOWN OF IRONDEQUOIT

"Where the land and waters meet." Est. 1839

IMDEMNIFICATION AND CONTRIBUTION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend Town of Irondequoit any and all losses, claims, actions, demands, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon Town of Irondequoit for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any persons, including Contractor's employees, or on account of damages to property, including loss of use thereof, arising directly or indirectly from the performance of Contractor's work or from any of the acts or omissions on the part of Contractor, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

Contractor shall strictly observe and comply with all safety laws, rules and regulations (including but not limited to the Federal Occupational Safety and Health Act, the New York Labor Law, and all regulations promulgated pursuant to such laws) and to provide such protection as necessary to protect its workers and the workers of other contractors. In the event that additional safety measures are required. Contractor agrees that it will install or procure such additional safety measures at its sole expense. To the fullest extent permitted by law, Contractor shall hold harmless, indemnify and defend Town of Irondequoit against all losses, claims, fines or expenses, including but not limited to attorney's fees, resulting from the enforcement of these laws and related acts of its officers, employees, subcontractors, suppliers, and materialmen.

3/14/24
Date

Yellow Jacket Lawn
(Individual or Company Name)

By _____
Signature

Eric Brenner Owner
Print Name and Office

2024 Rochester ½ Marathon & 5K Operation & Safety Plan Outline

Date: Sunday, September 15, 2024

Location: Start is in the City of Rochester on Maplewood Drive in Maplewood Park, route continues on Maplewood Drive to Lake Avenue into Charlotte, across the O'Rorke Bridge into Irondequoit and back into the City of Rochester, ending at Frontier Field.

Day-Of Schedule:

7:30 am	Race begins on Maplewood Drive in Maplewood Park
11:00 am	Race course officially closes. Finish is at Innovative Field. *(formerly Frontier Field)*

General Description:

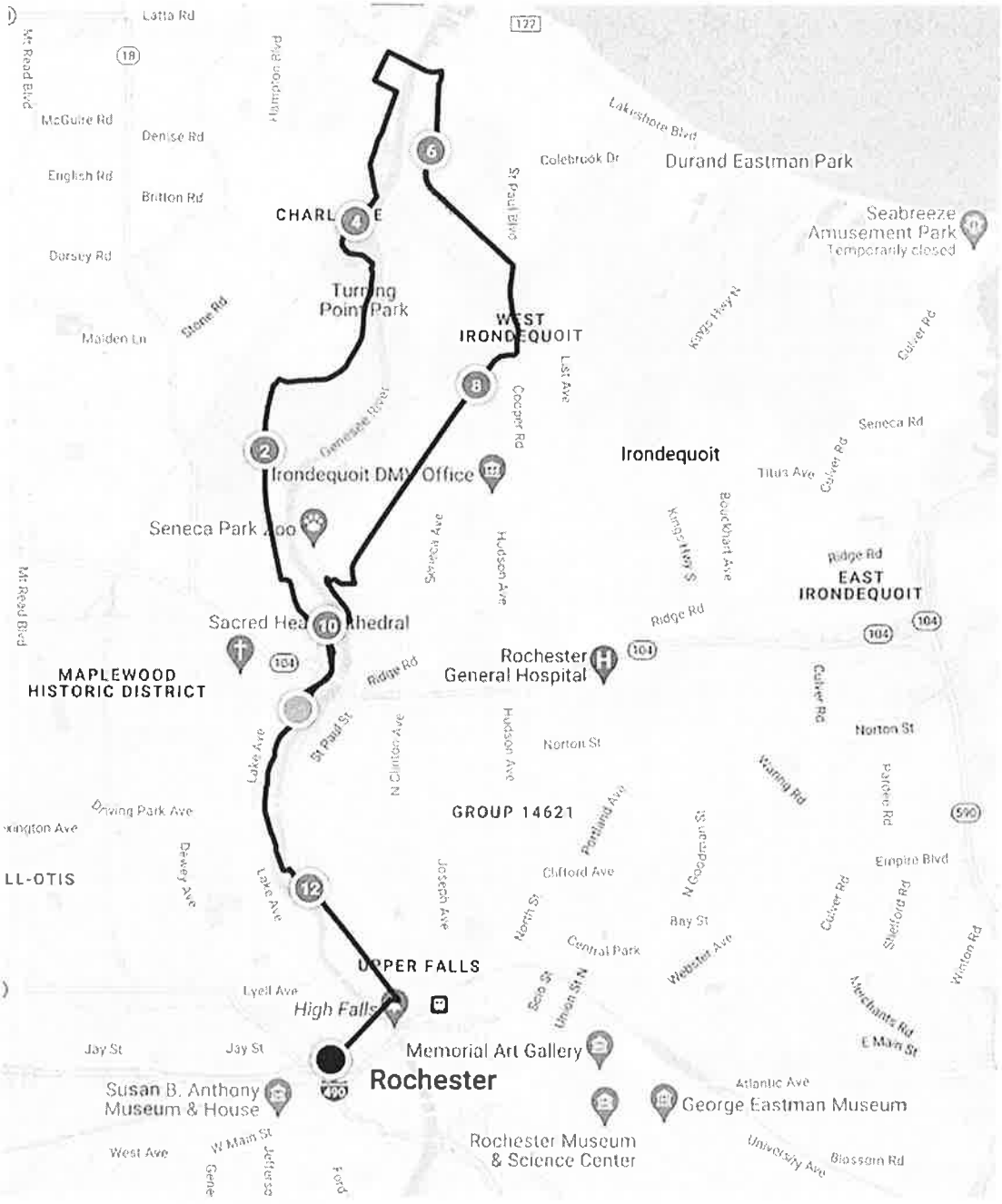
- The Rochester ½ Marathon starts on Maplewood Drive in Maplewood Park heading north before crossing at O'Rorke Bridge and returning south again concluding at Innovative Field (formerly Frontier Field). The event will consist of a half marathon (13.1 miles), 5K, and kids ½ Mile race.
- The half marathon starts at 7:30 am with portions of the course being open until 11:00 am.
- We will be working with the City of Rochester Police Department and the Irondequoit Police Department on the route and traffic control. The course will be monitored at all times by the proper governing bodies. The course will be well marked and closed to vehicle traffic where needed.
- We are seeking approval from the Monroe County DOT & US Coast Guard for O'Rorke Bridge remained down on September 15th from 4:00 am until 11:00am.
- Monroe Ambulance & personnel are contracted and will provide medical assistance in the finish area and on course.
- Road Marshals will be positioned along the entire course to provide direction and ensure participant safety throughout.
- Water & fluid retention stations will be provided every 2-3 miles along the course, as well as in the start & finish areas.
- Tents will be provided to provide shelter for medical emergencies, registration, volunteer sign-in, post-race food and post-race recovery.
- All course clean-up in your area will be done by event volunteers. All volunteers will be properly trained and informed of their responsibilities in this regard so that the area will be as clean as when we set up.
- 2,000 participants are expected to be involved.

Coordination:

The event is undertaken heavily with coordination from the City of Rochester as well as the Rochester Police Department, the Town of Irondequoit Police Department, the Rochester Fire Department, Monroe Ambulance, and through notifications of all municipalities and ambulances per the Mass Gathering requirements.

Event Day Communications:
All staff have cell phones that have been proven to work within the area. Lead and SAG vehicles monitor the course as well. All key staff/personnel have portable radios throughout the entire course of the event.

Half marathon Course Map & Description:

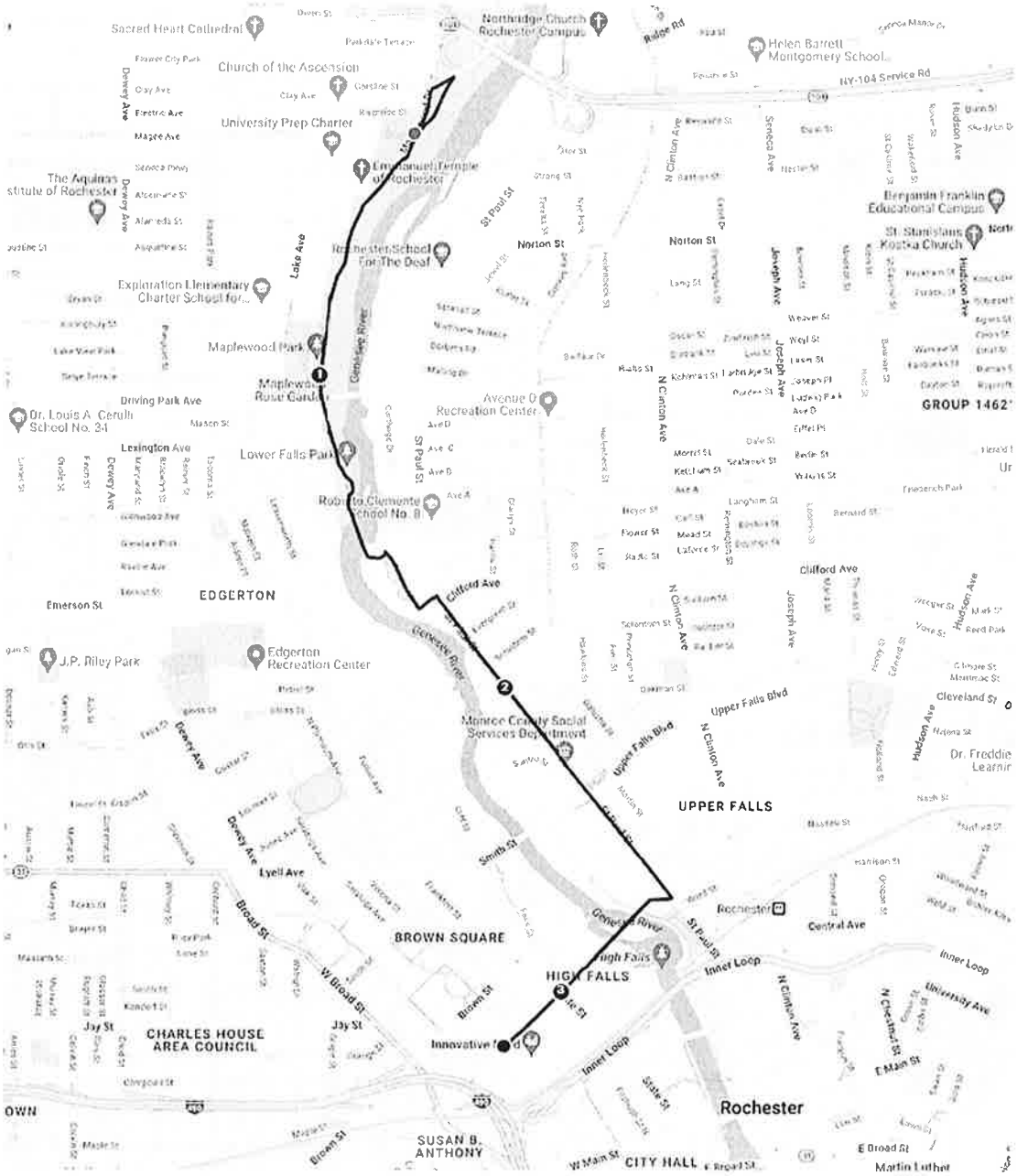


An electronic copy of the Half Marathon Course Map can be found at:
http://www.mapmyrun.com/routes/view/801643427

Rochester Half Marathon Route:

- Start @ Maplewood Drive (by the tennis courts)
- North east on Maplewood Drive toward Riverside Street and continue down Maplewood
- Veer to the right on Bridgeview Drive
- From Bridgeview Drive, continue to Maplewood Drive
- Stay on Maplewood Drive
- Right onto Lake Avenue
- Head North on Lake Avenue, pass the historic Riverside Cemetery
- Get on the Genesee Riverway Trail (take a right off Lake Avenue to the river trail)
- Pass through Turning Point Park, staying on the river trail until Petten Street
- Left onto Petten Street
- Right onto Lake Avenue, heading north
- Right onto Pattenwood & cross over O'Rorke Bridge
- After the bridge, right onto Thomas
- South on Thomas
- Right onto St. Paul
- Right at Cornell Cooperative Extension into their parking lot
- Continuing to the back of the lot into Seneca Park Zoo's overflow parking lot
- Cross the zoo parking lot, and take a left onto the river trail to the pedestrian bridge in Seneca Park
- Cross over the pedestrian bridge heading back to Maplewood Park
- Left on Bridgeview and go under the 104 bridge
- Left after the bridge onto the river trail & head southwest (where the Maplewood Rose Garden is)
- Right onto Brewer Street
- Right on St. Paul
- Right onto Cataract Street
- Cross over the Pont De Rennes Bridge
- Continue on Platt Street
- Continue onto Morrie Silver Way
- Finish in front of Frontier Field

5K Course Map & Description:



An electronic copy of the 5K Course Map can be found at:
https://www.mapmyrun.com/routes/view/4280356612

Rochester 5K Route:

- Start @ Maplewood Drive (by the tennis courts)
- North east on Maplewood Drive
- Veer to the right on Bridgeview Drive
- Right onto the river trail & head southwest
- Right onto Brewer Street
- Right on St. Paul
- Right onto Cataract Street
- Cross over the Pont De Rennes Bridge
- Continue on Platt Street
- Continue onto Morrie Silver Way
- Finish in front of Frontier Field

Emergency Services:

Monroe Ambulance on site at finish line with medical tent, secondary medical tent on course. Monroe Ambulance also has bike patrol & vehicles to access river path and remote areas on course. Multiple ambulances and EMT's. Fire departments and ambulances notified throughout the area.

Event Support Vehicles:

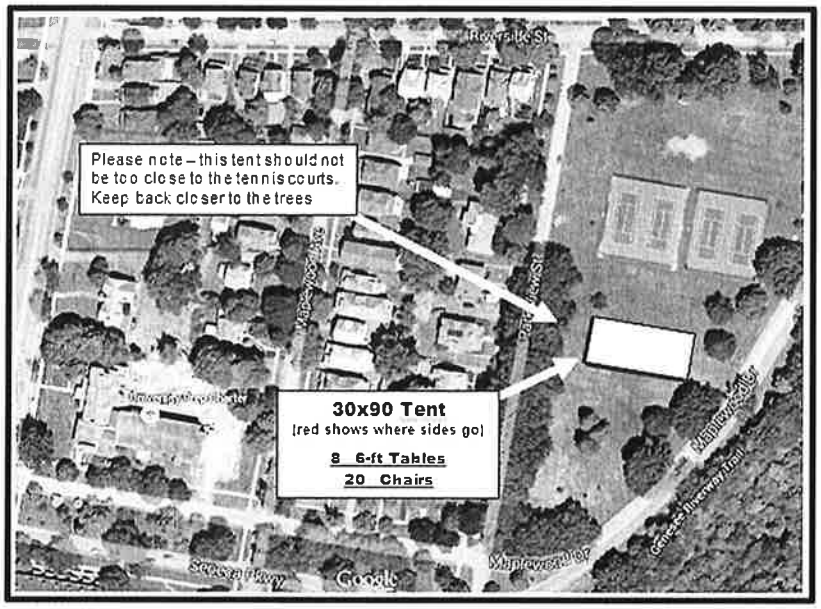
Police lead motorcycles as well as SAG vehicles with flashing lights and cell phones; multiple aid and radio stations as well for emergency as needed. Ambulance sag vehicle following last runner.

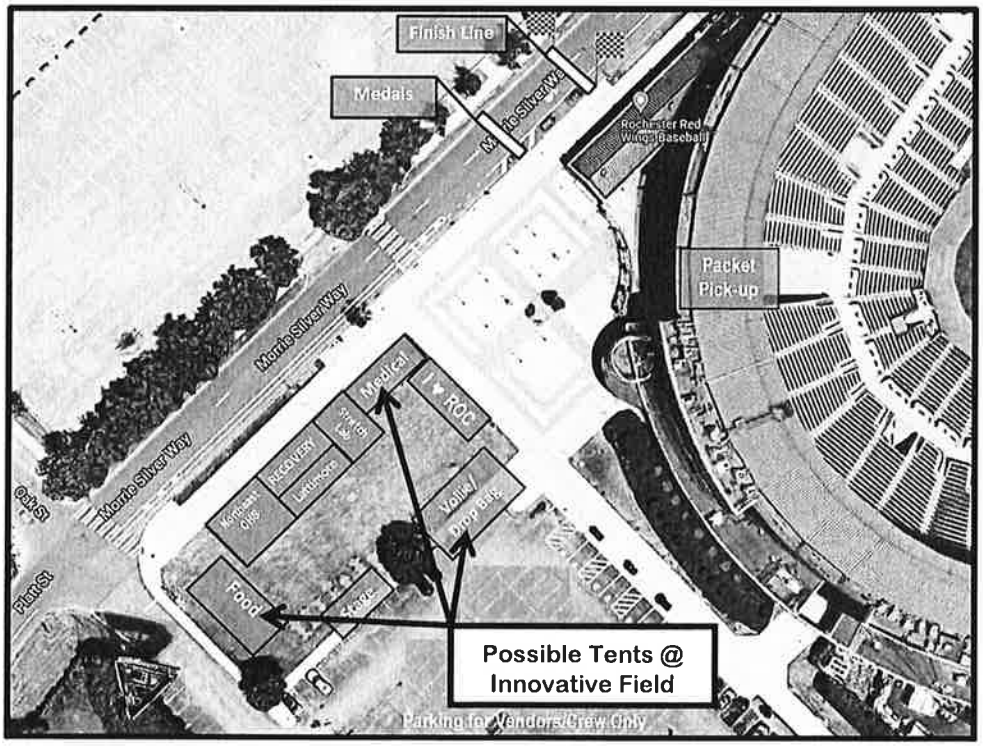
Traffic Control:

Rochester Police Department and Town of Irondequoit Police Department supplemented by volunteer bike patrol and course marshals.

Tents for Event:
McCarthy's (formerly Nolan's Rental) is our tent vendor for the Rochester ½ & 5K.
80 Sovran Drive, Webster, NY 14580

Maplewood Park	**Frontier Field** – *These may be reduced*
1 – 30X40	1 – 20x30 1 – 30x45 1 – 15x15





Course Marshals:

Course Marshals will be posted at the following locations:

- Lake Ave & Riverside
- Riverside & Parkview
- Seneca Pkwy and Maplewood Ave
- Lake and St Bernards S Driveway
- Lake Ave at Holy Sepluchre Driveway
- Lake Ave where runners leave the road and get onto the sidewalk
- Entrance to the path of Turning Point Park (from Lake Ave)
- Outside entrance to Riverside Cemetery, directing runners in (on their 2nd loop)
- Inside Riverside Cemetery - Post 1
- Inside Riverside Cemetery - Post 2
- Inside Riverside Cemetery - Post 3
- Inside Riverside Cemetery - Post 4
- Inside Riverside Cemetery - Post 5
- Directing runners coming from left path (in Turning Point Park), to take lower path
- At entrance of Boardwalk in Turning Point Park
- At exit of Boardwalk in Turning Point Park
- End of the river path at the bottom of Petten – guiding runners to turn left up Petten
- Petten St at Lakeport
- Pattonwood @ Thomas Av - directing runners to turn on to Thomas Ave after crossing the bridge
- Thomas Av @ Eaton Rd
- Thomas Av @ Beaconview Ct
- Thomas Av @ Glen Cove Rise
- Thomas Av @ Harbor Hill Drive
- Thomas Av @ Valley View Crescent
- Thomas Av @ Mt. Airy Dr
- Thomas Av @ Fairview Rd
- Thomas Av @ Cottonwood La
- Thomas Av @ Hollywood Cres
- St. Paul Blvd @ Ivy Ridge
- St. Paul Blvd @ Collamer Dr
- St. Paul Blvd @ Fairview Crescent (one end)
- St. Paul Blvd @ Fairview Crescent (other end)
- St. Paul Blvd @ Radcliffe Rd
- St. Paul Blvd @ Marks Hill La
- St. Paul Blvd @ Bristol Av
- St. Paul Blvd @ Placid Pl
- St. Paul Blvd @ Chelsea Rd
- St. Paul Blvd @ Winchester Rd
- St. Paul Blvd @ Belcoda Dr
- St. Paul Blvd @ Catalpa Rd
- St. Paul Blvd @ Northwick Dr
- St. Paul Blvd @ Leland Rd
- St. Paul Blvd @ LeGran Rd
- St. Paul Blvd @ Sommershire Dr
- St. Paul Blvd @ Pontiac Dr
- St. Paul Blvd @ Parkside Cr
- St. Paul Blvd @ Hardison Rd

- St. Paul Blvd @ Charlton Rd
- St. Paul Blvd @ Wicklow Dr
- St. Paul Blvd @ Amerige Pk
- St. Paul Blvd @ Thorndyke Rd
- St. Paul Blvd @ East Pkwy
- St. Paul Blvd @ Seville Dr
- St. Paul Blvd @ Daley Blvd
- St. Paul Blvd @ Rogers Pkwy
- St. Paul Blvd @ Maplehurst Rd
- St. Paul Blvd @ Wimbledon Rd
- St. Paul Blvd @ Covington Rd
- St. Paul Blvd @ Armstrong Av
- St. Paul Blvd @ Westbourne Rd
- St. Paul Blvd @ Paxton Rd
- On St. Paul Blvd, in front of Cornell Cooperative (2449 St. Paul), directing runners to turn into driveway
- Between the Cornell Cooperative parking lot and the back parking lot
- Between back parking lot of Cornell Cooperative & zoo lot, blocking path that goes to the right
- At end of zoo parking lot, directing runners to turn left into road to get to the ramp of the pedestrian bridge
- Entrance of ramp to pedestrian bridge
- An end of ramp right before turning right to go over bridge. Directing runners to go right and cross the bridge.
- At other end of bridge, directing people to turn left to the off-ramp of the bridge
- Vollie at end of Pedestrian Bridge ramp (on Bridgeview), directing runners to turn left onto Bridgeview
- On Bridgeview, just past 104 underpass guiding runners onto the pathway
- Extra Volunteer in zoo overflow lot
- Lake Ave & Rose St
- Driving Park & YMCA Entrance #2
- Entrance of Rose Garden Parking Lot, directing runners to turn right into parking lot
- In Rose Garden Parking Lot directing runners to veer to left to get onto path
- In Rose Garden Parking Lot where "Y" is directing runners to stay to the right
- Maplewood Avenue (deadend) by Rose Garden. Post 1 on Road
- Maplewood Avenue (deadend) by Rose Garden. Post 2 on path
- Maplewood Avenue (deadend) by Rose Garden. Post 3 on path
- After lower falls, a vollie at the "Y" in the road
- After lower falls, a vollie at the "Y" in the road
- At RG&E, vollie before Middle Falls bridge (to alert pedestrians of event) - holding sign "Watch your footing"
- At RG&E, vollie after Middle Falls bridge (to alert pedestrians of event)
- At RG&E, after bridge
- RG&E Lot - at Brewer Street, directing runners to turn right on Brewer
- RG&E Lot - at end of Brewer Street (at top of hill), directing runners to turn left to get to St. Paul St
- St Paul and Lowell St
- St Paul and Gorham St
- St Paul and Cataract St
- Beginning of Pont de Rennes Bridge
- End of Pont de Rennes Bridge
- Platt and Browns Race (right after runners get off Pont de Rennes Bridge)
- Plymouth and Morrie
- Oak and Erie - by finish line

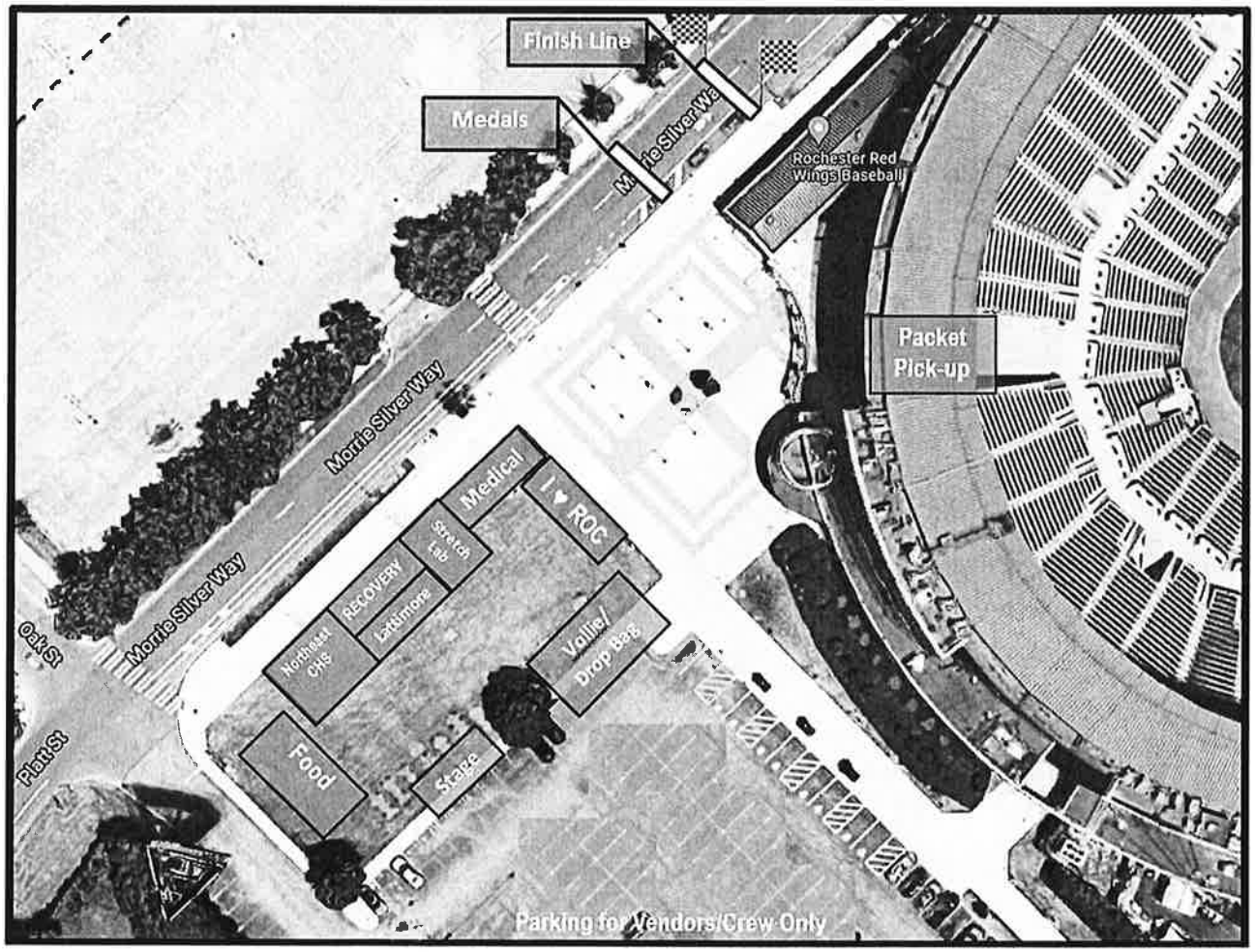
Pre-Event Public Notifications

- Postcard notifications are sent to all residents/businesses/churches along the course informing them of race details & road closures
- All neighborhood associations along the course have been contacted.
- Marinas are contacted informing them of the O'Rorke Bridge being closed on race day
- Step stake signs are posted at the Maplewood Rose Garden, in Maplewood Park by the tennis courts and on the river trail in Turning Point Park, the week of the race informing people that the ½ Marathon is on Sept 15th.
- RTS will be notified

Railroad Crossings

- There is a Railroad Crossing on the course, located on Petten Street in Charlotte, NY
- The crossing ID Number is 520 977 N
- We notify CSX of the event
- Traffic Control at the crossing

Event Site Map:



TRAFFIC ADVISORY NOTIFICATION – Sunday, September 15th

YellowJacket Racing is producing the Rochester Marathon on Sunday, September 15th. This notification is to inform you that your street may be closed/affected during certain timeframes; local residential traffic may be delayed but will be accommodated. Traffic will be able to cross through the closed areas, so not to completely halt transportation to churches, businesses and homes.

The race begins at 7:30 am on Maplewood Drive in Maplewood Park by the tennis courts, with the course closing at 11:00am. However, roads will be re-opened as the final runner passes each checkpoint. We appreciate the efforts of the Rochester & Irondequoit Police Departments. These officers, along with volunteer road marshals, will do their very best to lessen the impact to you and the community while keeping the runners and walkers out of harm's way. Detours will be posted where needed.

City of Rochester/Charlotte Areas Road Closures:

Approx. 6am - 9am:

- Maplewood Dr from Lake Ave to Gorsline St
- Maplewood Ave from Maplewood Dr to dead end at Rose Gardens
- Bridgeview Drive from Rt 104 to Keehl Street
- Maplewood Drive from Keehl Street to Lake Ave

Approx. 7am – 9am:

- Petten Street from Lake Avenue to the River

Approx. 7:30am – 11am:

- Driving Park Bridge
- Smith Street Bridge
- Cataract St from St Paul to the dead end

Approx. 7:30am – 11am:

- Morrie Silver Way from Verona St to State St
- Platt St from State St to Mill St
- Plymouth Ave from Allen to Brown St

Approx. 7:30am – 11am:

- State St btwn Brown & Allen
- State St will have heavy traffic due to people traveling to Frontier Field for event. Add'l free event parking is available at the Sister Cities Garage (on Fitzhugh, btwn Main & Church). There will also be parking available at Frontier Field (Lots C&D), which can also be accessed from Main St to Broad St to Morrie Silver Way.

Will be closed Sept 14th at 7pm to Sept 15th at 12pm:

- Morrie Silver Way from Oak St to Verona St

Irondequoit Road Closures:

Approx. 7:30am - 10:30am:

- There will be no southbound travel on Thomas Ave
- There may be delays crossing St. Paul Blvd, mainly for side streets west of St. Paul Blvd (especially btwn 8am -10am)

O'Rorke Bridge:

- Traffic can cross over bridge; lift will remain closed and not be raised for boat traffic from 4am - 1:30pm

More information can be found at **www.RochesterMarathon.com**. Please do not hesitate to contact us should you have any questions. Our intent is to make this a safe event for all. You can either e-mail (Events@yellowjacketracing.com) or call (585) 732-1090.

Add'l Information:

- Event Day Signage for Event Participants – all places at roadside and out of traffic flow. Mile marker signs on course at each mile marker point (per course map)
- Supplementary Porta-Johns placed at Start line and throughout course.

YellowJacket Racing Rochester Half & 5K Waiver

NO HEADSETS, BABY STROLLERS, OR DOGS ALLOWED IN THE RACE. I know that running a race is a potentially hazardous activity. I should not enter and run unless I am medically able and properly trained. I agree to abide by the decision of the race officials relative to my ability to safely complete the event. I assume all risks associated with running/walking this event including , but not limited to falls, contact with other runners, the effects of the weather, including cold temperatures, snow and/or ice and the conditions of the course, all such risks being known and appreciated by me. I grant permission to the organizing groups to use any photograph, motion pictures, or recordings of my taking part in this event for any legitimate purpose. Having read this waiver acknowledging these facts and in consideration of you accepting my entry, I for myself, and everyone entitled to act on my behalf, waive and release the State of New York and any municipality through which this event passes, USA Track & Field, its employees, directors, assigns & USATF Certified Officials, YellowJacket Running & Fitness, race directors, volunteers and any and all race sponsors, from all liabilities or claims of whatever nature or cause which may occur as a result of my participation in this speed contest. I understand that all entry fees are non- transferable, non-refundable and non-deferrable. I have read this waiver and certify my compliance and agreement with its content with my signature.
For and in consideration of USA Track & Field, Inc. ("USA Track & Field") allowing me, the undersigned, to participate in the USA Track & Field sanctioned event described above (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and wellbeing at all times and under all circumstances while at the Event site.
2. I understand and acknowledge that participation in track & field, road running, race walking, cross country, mountain, ultra, and trail running Events is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand and acknowledge the risks and dangers associated with participation in the Event and sport of track & field and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or in actions, the actions or in actions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event.
3. I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USA Track & Field and any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USA Track & Field, Inc., its members, member clubs, associations, sport disciplines and divisions; United States Olympic Committee (USOC); the Event Directors, Organizers and Promoters, Sponsors, Advertisers, Coaches and Officials; the Host Organization and the Facility, Venue and Property Owners or Operators upon which the Event takes place; Law Enforcement Agencies and other Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim. I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that

I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I allow any photography or videography used for the event to be used for promotional, marketing or other legitimate purposes.

By registering for this event I am acknowledging that the date, time, location, and distance of the race may be changed, switched to virtual, or canceled at any time as deemed necessary by the Race Directors due to circumstances beyond their control. In the event that any of these scenarios happens or any other, there will be no refunds, transfers, or deferrals allowed unless otherwise stated.

COVID-19 Safety (subject to change)

By registering for this event you acknowledge to hold harmless any and all persons and entities associated with this event including the organizers, Fleet Feet, YellowJacket Racing, Monroe County Parks, Monroe County, City of Rochester and surrounding towns, New York State, all volunteers, first responders, USATF and their affiliates, K&K and their affiliates or any insurance providers of any and all consequences during the running of the event. You understand that running/walking carries with it inherent risks. Specific to this event you have varied and unpredictable surface, sometimes slick conditions and without safety supervision, and the potential for varied temperatures which could lead to heat exhaustion, stroke or hypothermia among some occurrences.
Adding to the risk pool in 2021 is the possibility of contracting COVID 19 during the event. While we are making modifications to the course and event format to reduce risk of transmission between and to both volunteers and entrants, the risk remains of spreading and/or contracting the virus at various points of the event, whether from surface contact, or exposure between individuals. By signing this waiver you acknowledge reading and understanding the risk reducing measures and protocols we are putting into place, and agree to abide by them in the context of the event. You further agree to hold harmless all parties, individuals, and entities putting on, volunteering, supporting, or participating in the event, whether deemed to be at fault, or not, from being held liable for any health implications, immediate or long term, associated with but not limited to COVID 19.
I am aware that the COVID-19 pandemic creates additional risks of participation in the Event. I acknowledge that by participating in the Event, I risk exposure to the novel coronavirus and/or development of COVID-19. I acknowledge that I am voluntarily choosing to participate in the Event and have considered those risks. I expressly and specifically assume such risks associated with the novel coronavirus and/or COVID-19, including any and all risk of injury, harm, or loss that may incur as result of participating in the Event.
By signing this document, I certify that (1) I have not had close contact or cared for someone diagnosed with COVID-19 within the last 14 days; (2) I have not experienced or been near anyone who experienced. any cold or flu-like symptoms (cough, shortness of breath/trouble breathing, fever greater than 100.4, chills, sore throat, new loss of taste or smell, headaches, muscle aches, rashes) in the last 14 days. I attest that I have not tested positive for COVID-19 in the last 14 days. I understand and agree that my participation in the Event is a re-certification of the above statements and agree to respond to questions the day of the Event if asked to do so to confirm the accuracy of my health condition. I agree that if any of these statements are not true and accurate as of date of the Event, I cannot and will not participate in or be present at the Event. I agree that I will follow the rules that the Event Director mandates for participation in the Event, including, but not limited to, rules related to social distancing and provided amenities.

By registering for this event you are acknowledging that the date, time, location, and distance of the race may be changed, switched to virtual, or canceled at any time as deemed necessary by the Race Directors due to circumstances beyond their control. In the event that any of these scenarios happens, there will be no refunds, transfers, or deferrals allowed unless otherwise stated.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
YELLOW JACKET RUNNING & FITNESS INC.

155 CULVER ROAD 110
ROCHESTER, NY 14620

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

1c. Federal Employer Identification Number of Insured or Social Security Number
300218674

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL545162

3c. Policy effective period
01/01/2023 to 12/31/2024

4. Policy provides the following benefits:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] 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 11/7/2023 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

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 emailed 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 4B, 4C or 5B have 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.

DB-120.1 (12-21)

DB-120.1 (12-21)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed 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 cancelled 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 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 NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits 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 Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1.b. Business Telephone Number of the Insured
YELLOW JACKET RUNNING & FITNESS INC 143 CANTERBURY RD ROCHESTER, NY 14607 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	(585) 697-3338 1.c. NYS Unemployment Insurance Employer Registration Number of the Insured 448140 1.d. Federal Employer Identification Number of Insured or Social Security Number 300218674
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) FOR INFORMATIONAL PURPOSES ONLY	3a. Name of Insurance Carrier Allmerican Financial Alliance 3b. Policy Number of Entity Listed in Box "1a" WK6 D422587 06 3c. Policy effective period 01/01/2024 to 01/01/2025 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: Simone Shetler
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 11/07/2023
(Signature) (Date)

Title: Supervisor, Commercial Lines Customer Service Center

Telephone Number of authorized representative or licensed agent of insurance carrier: (800) 403-1497

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

CERTIFICATE OF INSURANCE

PRINT DATE: 1/18/2024

CERTIFICATE NUMBER: 202401181022399

AGENCY:

Edgewood Partners Insurance Center
5909 Peachtree Dunwoody Road, Suite 800
Atlanta, GA 30328
678-324-3300 (Phone), 678-324-3303 (Fax)

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 POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc. Yellowjacket Racing
130 East Washington Street, Suite 800
Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379
INSURER B: Allied World National Assurance Company NAIC# 19489

EVENT INFORMATION:

Rochester Half Marathon & 5K (9/15/2024 - 9/15/2024)

POLICY/COVERAGE INFORMATION:

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:	
A	GENERAL LIABILITY					
	X Occurrence X Participant Legal Liability	1-TRE-IN-17-01338542-01	11/1/2023 12:01 AM	11/1/2024 12:01 AM	GENERAL AGGREGATE (Per Event)	$4,000,000
					EACH OCCURRENCE	$2,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.)	$2,000,000
					MEDICAL EXPENSE (Any one person)	EXCLUDED
					PERSONAL & ADV INJURY	$2,000,000
					PRODUCTS-COMP/OP AGG	$2,000,000
A	UMBRELLA/EXCESS LIABILITY					
	X Occurrence	1-TRE-IN-17-01338543-01	11/1/2023 12:01 AM	11/1/2024 12:01 AM	EACH OCCURRENCE	$3,000,000
					AGGREGATE	$3,000,000
B	OTHER					
	X EXCESS LIABILITY	0313-1301	11/1/2023 12:01 AM	11/1/2024 12:01 AM	EACH OCCURRENCE	$7,000,000
					AGGREGATE	$7,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured per the following endorsement: Blanket Additional Insured (RSCG 03 03)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 20 01)

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

CERTIFICATE HOLDER:

Town of Irondequoit
1280 Titus Ave
Rochester NY 14617

NOTICE OF 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:



Latasha Elder

From: Susan Lamanna <susanlam@paris-kirwan.com>
Sent: Thursday, June 13, 2024 4:28 PM
To: Latasha Elder
Subject: RE: Certificate of Insurance for YELLOW JACKET RUNNING & - OB6 D463821 06

Yes, approved.

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, June 13, 2024 4:10 PM
To: Susan Lamanna <susanlam@paris-kirwan.com>
Subject: RE: Certificate of Insurance for YELLOW JACKET RUNNING & - OB6 D463821 06

Is this approved to move forward?

Latasha Elder, Town Clerk
1280 Titus Ave
Rochester, NY 14617
585 467 8840

From: Susan Lamanna <susanlam@paris-kirwan.com>
Sent: Tuesday, June 4, 2024 4:12 PM
To: Latasha Elder <lelder@irondequoit.gov>
Subject: RE: Certificate of Insurance for YELLOW JACKET RUNNING & - OB6 D463821 06

Yes, thank you, Latasha!

Susan Lamanna
Commercial Account Representative
Paris-Kirwan Associates Inc.
255 East Ave, Suite 300
Rochester, NY 14604
585-461-6436 phone

To: allison.mckenzie@mcgriff.com; ellen@fleetfeetrochester.com
Subject: Certificate of Insurance for YELLOW JACKET RUNNING & - OB6 D463821 06

Hello,

Please see your requested Certificate of Insurance attached; kindly reply back with any questions.

For future requests, did you know you can view and order Certificates of Insurance directly from My Hanover Policy? Log in or register today at https://registration.hanover.com/CustomerWeb/login.htm

Thank you,

Brianna Bennett

Customer Service Center for McGriff Insurance Services

at The Hanover Insurance Group

Phone: (866) 823-7504

Email: CLCSC@HANOVER.COM

Fax: (866) 818-7065

Certificate Requests: CERTIFICATE@HANOVER.COM

Certificate Fax: (866) 828-2424

Manage your account online -- pay your bill, file a claim, request a Certificate of Insurance, and more. Sign up today at www.myhanoverpolicy.com to register for your My Hanover Policy and download the Hanover Mobile app in your app store.

This e-mail, including attachments, is intended for the exclusive use of the addressee and may contain proprietary, confidential or privileged information. If you are not the intended recipient, any dissemination, use, distribution or copying is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and permanently delete the original and destroy all copies.

Latasha Elder

From: Susan Lamanna <susanlam@paris-kirwan.com>
Sent: Thursday, June 20, 2024 2:11 PM
To: Latasha Elder
Subject: RE: Certificate of Insurance for YELLOW JACKET RUNNING & - OB6 D463821 06

Yes this is, 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, June 13, 2024 4:10 PM
To: Susan Lamanna <susanlam@paris-kirwan.com>
Subject: RE: Certificate of Insurance for YELLOW JACKET RUNNING & - OB6 D463821 06

Is this approved to move forward?

Latasha Elder, Town Clerk
1280 Titus Ave
Rochester, NY 14617
585 467 8840

From: Susan Lamanna <susanlam@paris-kirwan.com>
Sent: Tuesday, June 4, 2024 4:12 PM
To: Latasha Elder <lelder@irondequoit.gov>
Subject: RE: Certificate of Insurance for YELLOW JACKET RUNNING & - OB6 D463821 06

Yes, thank you, Latasha!

Susan Lamanna
Commercial Account Representative
Paris-Kirwan Associates Inc.
255 East Ave, Suite 300
Rochester, NY 14604
585-461-6436 phone

March 24, 2004

NEW LOCAL LAW

Chapter 194 entitled "SPECIAL EVENTS"

§ 194-1. Title.

This chapter shall be known and may be cited as the "Special Events Ordinance of the Town of Irondequoit," hereinafter referred to in the chapter as "Special Events" or "Events."

§ 194-2. License required.

A. No person, organization or group shall conduct, exhibit or cause to be conducted or exhibited any organized activity, including but not limited to, parades, road races, walks, festivals, shows, performances, circuses, outdoor carnivals, medicine shows, acrobatic exhibitions, bazaars or performances or any concession or refreshment stand in conjunction therewith without a license as hereinafter provided. Determinations as to type of activity shall be made by the town clerk, town attorney and the town's insurance agent.

B. All town sponsored activities are exempt from the licensing requirements of this chapter.

C. Vendors contracted by the town to vend at town sponsored activities are required to comply with this chapter as it relates to insurance requirements.

§ 194-3. License application; bond.

A. Any person, organization or group desiring to procure a license is herein required to file with the Town Board a written application for such license upon the form provided by the town.

B. Such application shall state:

(1) The name and address of the applicant and the owner of the site. If a corporation, the state of incorporation and the names and addresses of all officers thereof shall be included. If an outside contractor or concessionaire is involved, all provisions for the installation, housing or residence of employees, take down of rides, concessions, exhibitions, lighting and pertinent devices, including all power sources and ancillary activity, shall be set forth, including the storage and parking of equipment and trucks. Furthermore, any outside contractor shall be required to submit the proper certificate of insurance, and said certificate shall be appended to the application, and said certificates shall meet all the requirements of Subsection D.

(2) Provisions made for parking of motor vehicles of patrons and of workers.

(3) The scope and nature of advertising for the event sought to be licensed.

(4) The period of time for which the license is required, including setup and take-down time. There will be no activity of any nature whatsoever on the licensed site either of preparation and setup, operation of the activity, nor take-down and cleanup time between the hours of 12:00 midnight and 8:00 a.m., under any circumstances.

(5) The kind and character of the festival and the lighting, sound and power sources to be used.

(6) The place where the festival is to be conducted, with an appropriate map or survey exhibiting all residential lots within one hundred fifty (150) feet of the festival site.

(7) The route over which any equipment and/or materials are to be transported to and from the place where the festival is to be conducted.

(8) Such other information as may be required by the Town Clerk or Town Board.

C. Bond. The application shall be accompanied by a performance bond determined by the Town Board and the Town Attorney to the Town of Irondequoit, conditioned upon the strict compliance with the terms of the license, of this chapter and of all laws of the State of New York. It shall indemnify the town against any damage or loss occasioned by reason of such showing, either directly or indirectly. Said bond must be first approved as to form by the Town Attorney before filing with the application.

D. The application shall be accompanied by an appropriate certificate of liability insurance insuring the licensee and the Town of Irondequoit as more fully described in §194-4.

§194-4. Insurance and Indemnification Requirements.

A. This section shall apply to:

(1) All license applicants as set forth in §194-2.

(2) All applicants for non-town sponsored activities held on town grounds.

(3) All vendors contracted by the town to vend at town sponsored activities.

B. The following requirements must be met:

(1) For all activities conducted by the town and/or conducted on town grounds:

(a) Insurance company(ies) providing coverage(s) must:

[1] Carry a minimum "B+ VIII" rating from A.M. Best Co.;
[2] A minimum of one million dollars ($1,000,000.) combined single limit for bodily injury and property damage liability, including products and completed operations liability coverage, and automobile coverage (if applicable) is required; and
[3] Be admitted to do business in the State of New York.

(b) For applicant's that are self-insured, proof must be shown of adequate financial responsibility, subject to approval by the town clerk, town attorney and the town's insurance agent.

(2) For all other activities requiring authorization by the town or requiring permits, the applicant must provide the following:

(a) Insurance company(ies) providing coverage(s) must:
[1] Evidence of adequate insurance with a financially sound insurance company;
[2] A minimum of one million dollars ($1,000,000.) combined single limit for bodily injury and property damage liability, including products and completed operations liability coverage, and automobile coverage (if applicable) is required.
[3] Be admitted to do business in the State of New York.

(b) For applicants that are self-insured, evidence of self-insurance with adequate financial responsibility must be provided. Such evidence is subject to approval by the town clerk, town attorney, and the town's insurance agent.

(3) A minimum of thirty (30) days' advance notice of cancellation or nonrenewal must be given to the Town of Irondequoit, Town Clerk's Office, 1280 Titus Avenue, Rochester, New York 14617

(4) A certificate of insurance must be in the town's possession a minimum of thirty (30) days prior to the event or first use of town facilities or fields.

(5) The following coverage's are required:

(a) Commercial general liability.
[1] A minimum of one million dollars ($1,000,000.) combined single limit for bodily injury and property damage liability, including products and completed operations liability coverage, and automobile coverage (if applicable) is required.
[2] Contractual liability must include coverage for the attached indemnification agreement.
[3] The Town of Irondequoit shall be named as an additional insured.
[4] If any sports contests or physical activities are involved, the certificate and policy must specifically state "The policy does not exclude liability coverage for bodily injury to participants or athletic participants."

(b) Liquor law legal liability (when applicable). If there is to be any involvement on the part of the licensee in the service of alcoholic beverages, the certificate must include a minimum of one million dollars ($1,000,000.) combined single limit.

(6) Any certificate of insurance must so state or be accompanied by a statement from the agent verifying that:

(a) The agent has the authority to bind coverage and issue a certificate of insurance.

(b) The commercial General Liability Insurance Policy does not exclude Bodily Injury Liability Coverage for injury to participants or athletic participants.

(c) The policy does cover the Indemnification Agreement with the Town.

(7) Additional coverage requirements for vendors only are as follows:

(a) Workers' compensation.
[1] Statutory benefits.
[2] Employer's liability. Unlimited for New York State.

(b) Disability benefits law coverage: statutory benefits.

C. Indemnification Agreement. All applicants must sign the indemnification agreement provided by the town.

§ 194-5. Grounds for refusal of license.

The Town Board may refuse to issue a license when, in its judgment, on the basis of findings made from the information provided in the application, such issuance will result in a disturbance of the peace and good order of the town or constitute a nuisance. The Board shall take into particular consideration the proximity of the licensed site to residential areas as well as the impact of noise from the festival itself and its power sources as well as lighting and advertising in addition to all of the matters set forth in the application.

§ 194-6. License fee; term.

A. The license fee for any license issued under this chapter shall be set in accordance with § 1-18 and shall be paid to the Town Clerk upon the filing of the application.

B. Each license issued pursuant to this chapter shall be for a period of not more than ten (10) days. A licensee shall be issued but one (1) license hereunder per calendar year.

§ 194-7. Issuance of the license; refund of fee; revocation.

A. The Town Clerk may, upon filing of the application, the bond and other required data as herein provided and upon payment of the required fee, authorize the issuance of the license for such festival upon such terms and conditions as he or she deems appropriate. All licenses shall set forth in bold print the following: "Noncompliance with any of the terms and conditions herein shall result in the immediate suspension of the activity licensed."

B. In the event that the license is refused or the event is canceled, the entire fee paid shall be refunded except for twenty-five dollars ($25.) to cover the administrative expenses of the town in processing the application.

C. Revocation. The Town Board shall have the right to order the revocation of any license granted hereunder in accordance with Town Law § 137, as amended or changed, upon a finding of a violation of this chapter or of the terms and conditions of the license as issued.

§ 194-8. Penalties for offenses.

Any person, organization or group violating the provisions of this chapter and the license issued hereunder shall be guilty of a misdemeanor punishable as provided in § 1-16. In addition, any and all persons, organizations or group who shall violate any provision of this chapter or who shall omit, neglect or refuse to do any act required by this chapter or the license issued hereunder shall, for each and every such violation and noncompliance, respectfully forfeit and pay a penalty of three hundred dollars ($300.) in addition to the above. The application of the above penalty or penalties or the prosecution for violation of the provisions of this chapter shall not be held to prevent the enforcement of conditions prohibited by this chapter.

Resolution Number 2024 - _____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR THE ST. JOSAPHAT UKRAINIAN CATHOLIC CHURCH ANNUAL UKRAINIAN FESTIVAL

At the 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 16th day of July 2024 at 7:00 p.m. local time, there were

PRESENT:

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

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

WHEREAS, the Town Clerk's Office received an application from St. Josaphat Ukrainian Catholic Church requesting permission to hold their annual Ukrainian Festival ("Festival") from 12:00 p.m. on Thursday, August 15, 2024 to 12:00 a.m. on Wednesday, August 21, 2024 at 95 Stanton Lane, Rochester, NY (a copy of the application is **Attachment A** hereto); and

WHEREAS, Festival set up, including setting up 6-8 inflatable rides, will start at 8:00 a.m. on Sunday, August 11, 2024, and the cleanup of Festival equipment and rides will be removed on Thursday, August 22, 2024 beginning at 8:00 a.m.; and

WHEREAS, proof of current insurance, which expires on January 1, 2025, has been reviewed and approved by the Town's insurance carrier.

NOW THEREFORE, BE IT RESOLVED, that the Town Board approves the Special Event License for St. Josaphat Ukrainian Catholic Church to hold its annual Ukrainian Festival beginning Thursday, August 15, 2024, at 12:00 p.m., and ending Wednesday, August 21, 2024, at 12:00 a.m. Equipment and rides may be set up on Sunday, August 11, 2024, and taken down on Thursday, August 22, 2024. This approval is conditioned on the applicant notifying all affected residents before the event.

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: St. Josaphat Ukrainian Catholic Church

Applicant's Address: 940 East Ridge Rd, Rochester, NY 14621

Telephone Number: (585) 467-6457

If Corporation, list State of Incorporation: New York

Corporation Officers' Addresses: 940 East Ridge Rd
Rochester, NY 14621

Type of Event Planned: Festival (Annual Ukrainian Festival)

Event Site Address: 95 Staton Ln Rochester, NY 14617

Location of Nearby Residents: (ATTACH A MAP SHOWING ALL RESIDENTIAL LOT LINES WITHIN 150 FEET OF EVENT SITE.)

Name of Outside Contractor (or Concessionaire): Adventuresin Climbing
Amusement Inflatables

Contractor Residence Address (Local): 912 State Route 104 Suite 100 Ontario, NY

Contractor Telephone No.: (585) 615-3211

Contractor Business Address: same

Contractor Business Telephone No.: same

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: ND

Type and number of contractor rides/concessions/exhibitions to be used (Locate on map):

6-8 Inflatables : rides

POWER:

Type of electrical power to be used (house current, generator, etc.):

House Current Generator

Location of generator on event site (Locate on map): See map

Type of lighting to be used (If searchlight is planned, indicate size and site location):

Existing LED Lighting ; Tempory area Lighting

PARKING/TRANSPORTATION:

Storage location of trailers and trucks (indicate on map): no Outside Storage

Parking location of workers and patrons' vehicles (indicate on map): See map

Street route to be used to transport equipment/rides to and from event site: Rt 104 Carter St, Stanton Ln

Nature and scope of event advertising: Newspaper, TV, Radio posters, Social media, website, outdoor sign

Statement of method used by applicant and/or outside contractor to supervise parking/traffic flow: Front line Security

SURETY:

Applicant must file with Town Clerk, upon approval of application but prior to issuance

of license, the following:

CERTIFICATE OF LIABILITY INSURANCE insuring the licensee and the Town of Irondequoit for a minimum of $1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability, including Products and Completed Operations Coverage, arising out of the licensed activity.

NOTE: The Town of Irondequoit must be listed on a primary and non-contributory basis.

EVENT OPERATING SCHEDULE: (Maximum of 5 days from 8:00 AM to 12 Midnight only.)

Equipment/rides set up start date 8/11/2024 Time 8am

Event Start Date 8/15/2024 Time 12 noon

Event Completion Date 8/21/2024 Time 12 midnight

Equipment/rides take down date 8/22/2024 Time 8am

RESPONSIBLE PARTIES:

Person or alternate located on event site and responsible for all event activities during its operations:

NAME Rev. Philip Wiener

ADDRESS 940 E. Ridge Rd, Rochester, NY 14621

TELEPHONE NO. (585)467-6457

NAME Andrew Hanushevsky *

ADDRESS 64 Buck Hill Rd Rochester, NY 14626

TELEPHONE NO. (585) 820-6273

Date of Application: 5/10/2024

Signature of Applicant: Rev Wiener

***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.**

FOR TOWN USE ONLY: Festivals / Carnivals / Events

$100.00 Application Fee: Date Received: 5/14/24 By: LE

Insurance Approval: 5/21/24 see attached email.
Sent 5/15/24

Fire Marshal Approval

Signature

6/21/24
Date

Police Department Approval
Sent 6/10/24
Received 6/21/24

Signature

6/21/24
Date

Bureau of Public Works

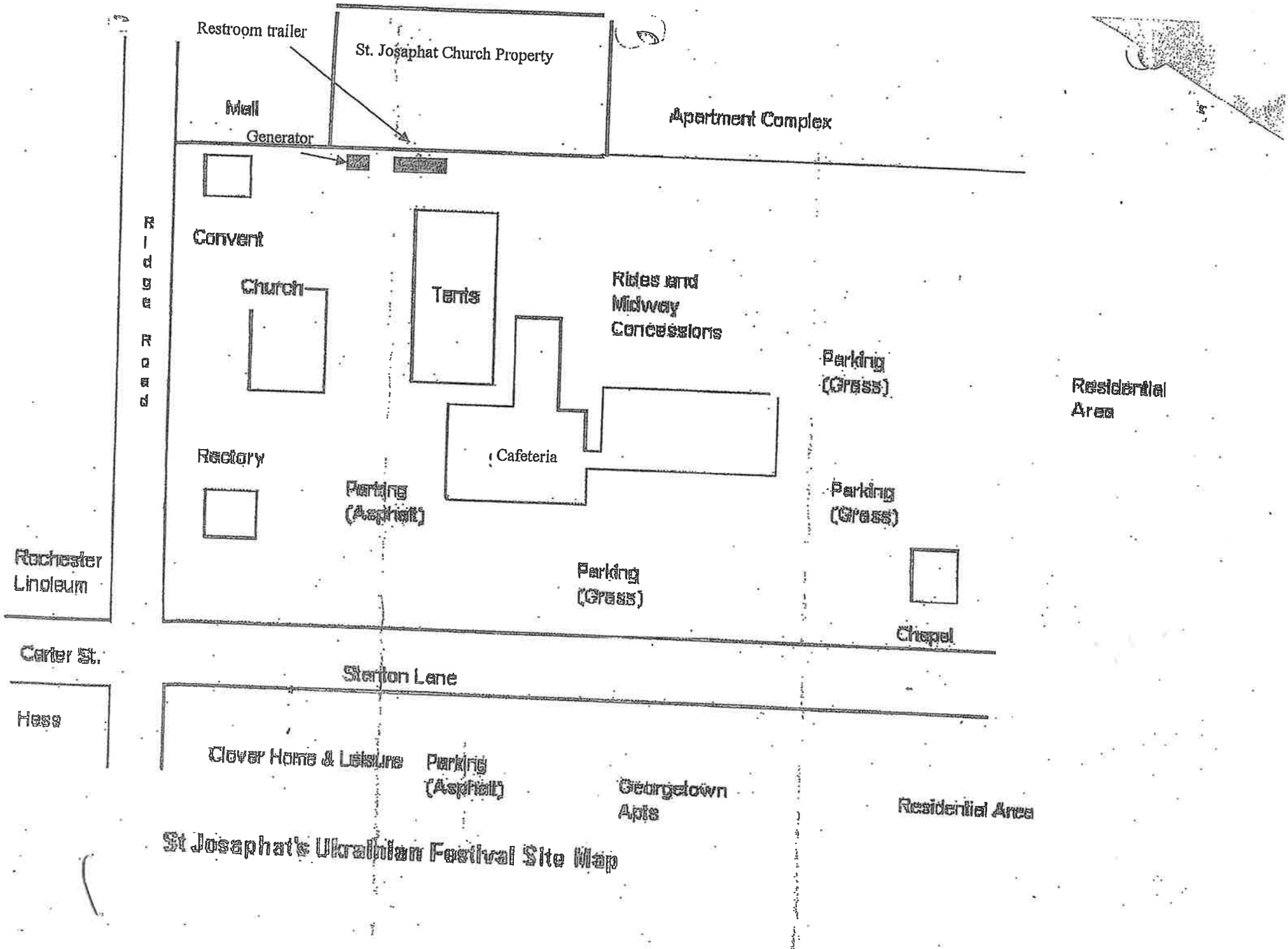
Signature

6/24/2024
Date

Security Deposit (If Applicable)

Amount Taken: 100.00 app fee
Received by: LE
Date Received: 5/14/24

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.


Restroom trailer
St. Josaphat Church Property
Mall
Generator
Apartment Complex
Ridge Road
Convent
Church
Tents
Rides and
Midway
Concessions
Parking
(Grass)
Residential
Area
Rectory
Cafeteria
Parking
(Asphalt)
Parking
(Grass)
Rochester
Linoleum
Parking
(Grass)
Chapel
Carter St.
Stanton Lane
Hess
Clover Home & Leisure
Parking
(Asphalt)
Georgetown
Apts
Residential Area
St Josaphat's Ukrainian Festival Site Map

Certificate of Coverage

Date: 5/7/2024

Certificate Holder
Ukrainian Catholic Diocese
Province of Stamford
Chancery Office
161 Glenbook Road
Stamford, CT 06902

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
St Josaphat's Parish
940 E Ridge Road
Rochester, NY 14621

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability [X] Occurrence [ ] Claims Made	8761	1/1/2024	1/1/2025	Each Occurrence	1,000,000
					General Aggregate	2,000,000
					Products-Comp/OP Agg	2,000,000
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregrate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregrate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

St Josaphat's Church Festival to be held on Stanton Lane Property, August 15-18, 2024. Coverage includes Products, Completed Operations Liability and Liquor Liability.
The Town of Irondequoit is added to the General Liability coverage, including ongoing and completed operations, as Additional Protected Person(s) on a primary and non-contributory basis.

Holder of Certificate

Additional Protected Person(s)

Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617

0567000286

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 **days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

Authorized Representative

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/8/2024

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
Olivier VanDyk Insurance Agency, Inc
2780 44th St SW
Wyoming MI 49519

License#: 0007645
ADVEINC-02

CONTACT NAME:
PHONE (A/C, No, Ext): 616-454-0800 **FAX (A/C, No):** 616-454-7100
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Specialty Underwriters Ins Co	13037
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Adventures In Climbing, LLC
912 State Route 104
Ontario NY 14519

COVERAGES **CERTIFICATE NUMBER:** 1379986584 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		CSU 0222306	12/15/2023	12/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 3,000,000 $ 3,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Irondequoit
1280 Titus Ave
Rochester NY 14609

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

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ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 8/15/2024 Charge Credit

Cancellation Date of Endorsement 8/19/2024

Certificate Holder Ukrainian Catholic Diocese Province of Stamford Chancery Office 161 Glenbook Road Stamford, CT 06902

Location St Josaphat's Parish 940 E Ridge Road Rochester, NY 14621

Certificate No. 8761 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an ***Additional Protected Person(s)*** the organization(s) shown in the schedule below.

Schedule - ADDITIONAL PROTECTED PERSON(S)

Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617

Remarks:
St Josaphat's Church Festival to be held on Stanton Lane Property, August 15-18, 2024. Coverage includes Products, Completed Operations Liability and Liquor Liability.
The Town of Irondequoit is added to the General Liability coverage, including ongoing and completed operations, as Additional Protected Person(s) on a primary and non-contributory basis.

However, the following limitations apply to coverage:

1. The maximum limits of coverage provided by Catholic Mutual Relief Society of America to the ***Additional Protected Person(s)*** named in this endorsement shall not exceed the coverage dollar amount specifically required by contract or agreement and agreed to by the ***Protected Person(s)***. In the absence of specific coverage limits within a referenced contract or agreement, the limits of liability afforded to the ***Additional Protected Person(s)*** must be listed on a separate Certificate of Coverage form attached to this endorsement. All limits of liability extended by this endorsement are inclusive of both Section II Coverage D and Section VII coverages (if applicable).
2. Unless specifically agreed to by contract or agreement, the coverage extended to the ***Additional Protected Person(s)*** by this endorsement is excess and non-contributory over any other available coverage or insurance.
3. This endorsement does not apply to any ***Occurrence*** outside the specific date(s) of a facility use agreement or terms of a lease.
4. This endorsement does not extend coverage to the ***Additional Protected Person(s)*** for ***Occurrences*** which cannot be attributed to primary acts or omissions of the ***Protected Person(s)***.
5. Provided that a premises is utilized by the ***Protected Person(s)*** in a manner consistent with its intended purpose and in accordance with the applicable contract, agreement, or lease, this endorsement does not extend coverage to the ***Additional Protected Person(s)*** for premises defects or other ***Occurrences*** which could not be discovered by the ***Protected Person(s)*** with reasonable diligence.
6. The limited coverage afforded to the ***Additional Protected Person(s)*** by this endorsement only applies to the extent permissible by law and shall not apply to non-delegable duties unless specifically agreed to by contract or agreement.

This extension of coverage shall not enlarge the scope of coverage provided to the ***Certificate Holder*** under this Certificate nor increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the ***Additional Protected Person(s)*** will not precede the effective date of this endorsement or extend beyond the cancellation date.

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 8/15/2024 Charge _____ Credit _____
Cancellation Date of Endorsement 8/19/2024
Certificate Holder Ukrainian Catholic Diocese Province of Stamford Chancery Office 161 Glenbook Road Sta
Location St Josaphat's Parish 940 E Ridge Road Rochester, NY 14621
Certificate No. 8761 of The Catholic Mutual Relief Society of America is amended as follows:

PRIMARY AND NONCONTRIBUTORY
OTHER INSURANCE or COVERAGE CONDITION

This endorsement modifies coverage provided under the following:

PKS-100 SECTION II - LIABILITY CONDITIONS

The following is added to the **Other Insurance or Coverage** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance or Coverage
This protection is primary to and will not seek contribution from any other insurance or coverage available to an ***Additional Protected Person(s)*** under your certificate provided that:

(1) The ***Additional Protected Person(s)*** is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this protection would be primary and would not seek contribution from any other insurance available to the ***Additional Protected Person(s)***.

Authorized Representative

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/8/2024

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
Olivier VanDyk Insurance Agency, Inc
2780 44th St SW
Wyoming MI 49519

License#: 0007645
ADVEINC-02

CONTACT NAME:
PHONE (A/C, No, Ext): 616-454-0800 **FAX (A/C, No):** 616-454-7100
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Specialty Underwriters Ins Co	13037
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Adventures In Climbing, LLC
912 State Route 104
Ontario NY 14519

COVERAGES **CERTIFICATE NUMBER:** 1379986584 **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	X COMMERCIAL GENERAL LIABILITY	Y		CSU 0222306	12/15/2023	12/15/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Irondequoit
1280 Titus Ave
Rochester NY 14609

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

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Latasha Elder

From: Susan Lamanna <susanlam@paris-kirwan.com>
Sent: Tuesday, May 21, 2024 9:42 AM
To: Latasha Elder
Subject: RE: Ukrainian Festival

Hi Latasha,

Looks like this has been continuous and hasn't changed, this is approved.

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: Wednesday, May 15, 2024 10:46 AM
To: Susan Lamanna <susanlam@paris-kirwan.com>
Subject: Ukrainian Festival

Attached find an application for the St. Josaphat Ukrainian Festival to be held on 08/15/24-08/21/24. This application would need your approval prior to us moving forward. Let me know if there is anything else you need.

Thank you,

Latasha Elder
Irondequoit Town Clerk

Resolution No. 2024 -

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR THE MARKET AT I-SQUARE'S SUMMER PARTY

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 16th day of July 2024 at 7:00 p.m. local time, there were

PRESENT:

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

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 the Market at I-Square to host a Summer Party on Sunday, July 21, 2024, from 12:00 p.m. to 9:00 p.m.; and

WHEREAS, the Market at I-Square is seeking permission to host the event featuring live music performances, a dunk tank, food, and games. The application is attached hereto as **Attachment A**; and

WHEREAS, the Summer Party will take place at 400 Bakers Park, Rochester, NY 14617 with assemblage to begin at 8:00 a.m. and take-down to be completed by 10:00 p.m.; and

WHEREAS, proof of insurance, which expires on February 12, 2025, has been reviewed and approved by the Town Insurance carrier.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the Special Event License for the Market at I-Square's Summer Party to be held on, Sunday, July 21, 2024 from 12:00 p.m. to 9:00 p.m. upon the condition that the Market at I-Square notifies all affected residents before the event.

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	_____

FILE COPY

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: The Market at I-Square

Applicant's Address: 400 Bakers Park

Telephone Number: 585-266-1111 Cell-585-284-0977

If Corporation, list State of Incorporation: NY aaronmednas@hotmail.

Corporation Officers' Addresses: 2781 St Paul Blvd 14617

Type of Event Planned: Summer Party

Event Site Address: 400 Bakers Park

Location of Nearby Residents: (ATTACH A MAP SHOWING ALL RESIDENTIAL LOT LINES WITHIN 150 FEET OF EVENT SITE.) N/A

Name of Outside Contractor (or Concessionaire): N/A

Contractor Residence Address (Local):

Contractor Telephone No.:

Contractor Business Address:

Contractor Business Telephone No.:

Names of Contractor Employees:

(If additional space is needed, please list on reverse side of this sheet.)

If employees housed on event site, state in what manner:

Type and number of contractor rides/concessions/exhibitions to be used (Locate on map):

Nothing carnival

Dunk tank, music, self vending

POWER:

Type of electrical power to be used (house current, generator, etc.): Building Power

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):

PARKING/TRANSPORTATION:

Special Olympics

Storage location of trailers and trucks (indicate on map): N/A

Parking location of workers and patrons' vehicles (indicate on map): LOT

Street route to be used to transport equipment/rides to and from event site: Bakers Park

Events

(Dunk tank, music, self vending)

Nature and scope of event advertising: Social media, Signs, Flyers

Statement of method used by applicant and/or outside contractor to supervise parking/traffic flow: Staff monitoring

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 7/21/24 Time 8a

Event Start Date 7/21/24 Time 12N

Event Completion Date 7/21/24 Time 9p

Equipment/rides take down date 7/21/24 Time 10p

RESPONSIBLE PARTIES:

Person or alternate located on event site and responsible for all event activities during its operations:

NAME Aaron Metras

ADDRESS 2781 St Paul Blvd 14617

TELEPHONE NO. 585-284-0977

NAME _____

ADDRESS _____

TELEPHONE NO. _____

Date of Application: 6/11/24

Signature of Applicant: _____

***PLEASE NOTE: IT IS THE RESPONSIBILITY OF THE APPLICANT TO PROVIDE THE TOWN CLERK'S OFFICE WITH A COMPLETED LICENSE APPLICATION AND PROPER INSURANCE REQUIREMENTS AT TIME OF SUBMITTAL. INCOMPLETE APPLICATIONS WILL NO LONGER BE ACCEPTED.**

FOR TOWN USE ONLY: Festivals / Carnivals / Events

$100.00 Application Fee: Date Received: 6/7/24 By: 2:40PM

Insurance Approval: 7/8/24 LC

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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/7/2024

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	CONTACT NAME: Megan Mills	
Flanagan Mills Insurance Agency, LLC 448 Titus Ave Rochester NY 14617	PHONE (A/C, No, Ext): (585) 678-8008	FAX (A/C, No):
	E-MAIL ADDRESS: MEGAN@THEMILLSAGENCY.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ERIE INS CO	26263
INSURED	INSURER B : MARKEL	22616
MARKETISQUARE LLC 2781 SAINT PAUL BLVD ROCHESTER NY 14617-3710	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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			Q61-0364245	02/12/2024	02/12/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC0223202-01	02/28/2024	02/28/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Irondequoit
1280 Titus Ave
Rochester NY 14617

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.

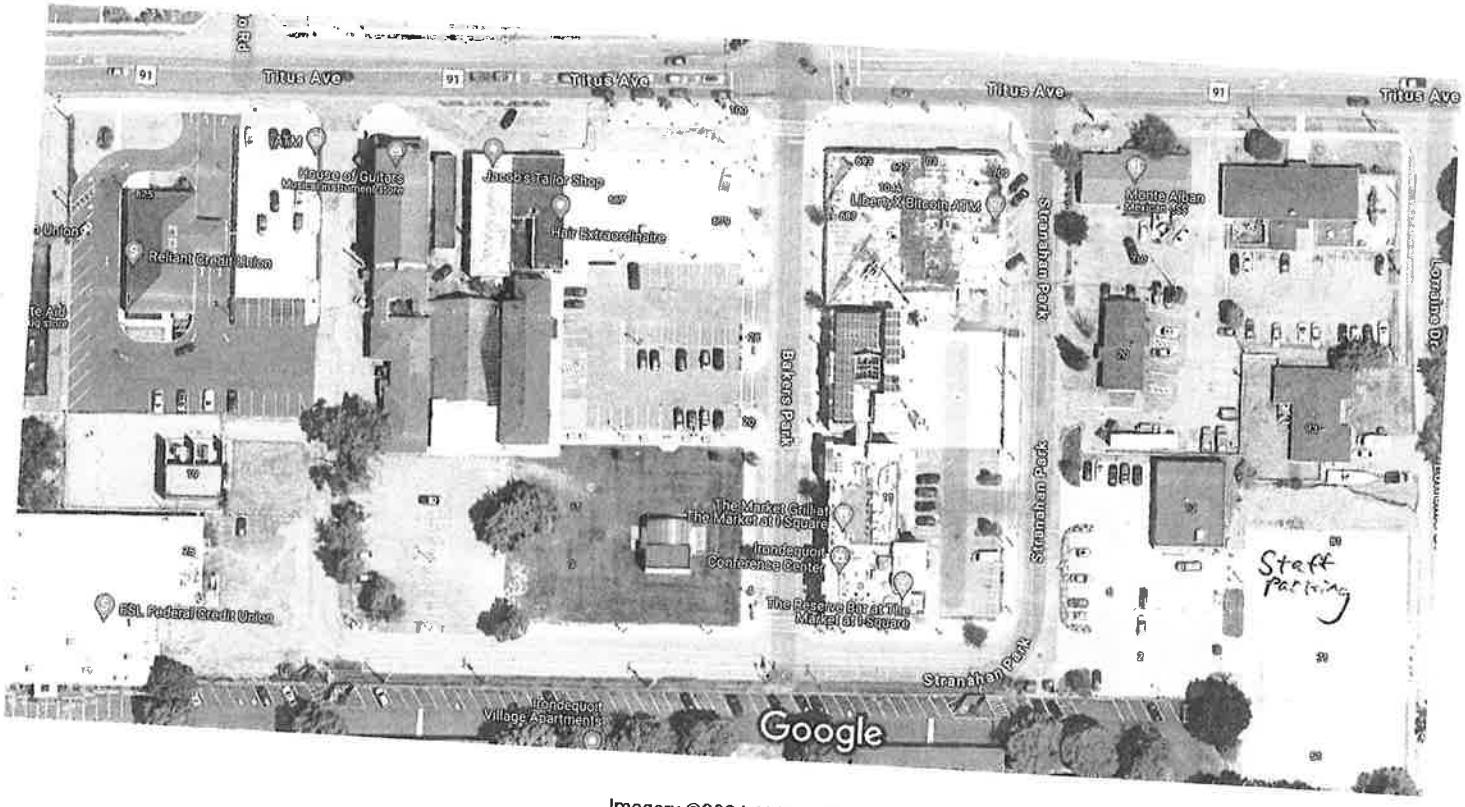
AUTHORIZED REPRESENTATIVE

Megan Mills

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Google Maps



Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 Google 50 ft

TOWN OF IRONDEQUOIT

"Where the land and waters meet." Est. 1839

IMDEMNIFICATION AND CONTRIBUTION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend Town of Irondequoit any and all losses, claims, actions, demands, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon Town of Irondequoit for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any persons, including Contractor's employees, or on account of damages to property, including loss of use thereof, arising directly or indirectly from the performance of Contractor's work or from any of the acts or omissions on the part of Contractor, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

Contractor shall strictly observe and comply with all safety laws, rules and regulations (including but not limited to the Federal Occupational Safety and Health Act, the New York Labor Law, and all regulations promulgated pursuant to such laws) and to provide such protection as necessary to protect its workers and the workers of other contractors. In the event that additional safety measures are required. Contractor agrees that it will install or procure such additional safety measures at its sole expense. To the fullest extent permitted by law, Contractor shall hold harmless, indemnify and defend Town of Irondequoit against all losses, claims, fines or expenses, including but not limited to attorney's fees, resulting from the enforcement of these laws and related acts of its officers, employees, subcontractors, suppliers, and materialmen.

6/23/24
Date

Market I Square
(Individual or Company Name)

By _____
Signature

Aaron Metras, owner
Print Name and Office

Scanned with CamScanner

Latasha Elder

From: Susan Lamanna <susanlam@paris-kirwan.com>
Sent: Monday, July 8, 2024 2:33 PM
To: Latasha Elder
Subject: RE: Summer Party

Yes, please proceed.

Susan Lamanna
Commercial Account Representative
Paris-Kirwan Associates Inc.
255 East Ave, Suite 300
Rochester, NY 14604
585-461-6436 phone
585-340-1714 fax
susanlam@paris-kirwan.com

Please note my office hours are 7:30-4:00 M-Thurs and 7:30- 2:45 on Fridays.

From: Latasha Elder <lelder@irondequoit.gov>
Sent: Monday, July 8, 2024 11:28 AM
To: Susan Lamanna <susanlam@paris-kirwan.com>
Subject: FW: Summer Party

Are we able to move forward with this application?

Latasha Elder
Town Clerk
Town of Irondequoit
1280 Titus Ave
Rochester, NY 14617
585 467 8840

From: Latasha Elder
Sent: Monday, July 1, 2024 12:36 PM
To: Susan Lamanna <susanlam@paris-kirwan.com>
Subject: Summer Party

Attach find the indemnification agreement.

Latasha Elder
Town Clerk
Town of Irondequoit
1280 Titus Ave