



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

REGULAR TOWN BOARD MEETING

March 19, 2024

7:00 PM

AGENDA

3/11/2024 11:25 AM

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATION & RECOGNITION

Recognizing the St. Paul Blvd. Fire Association for their 100th Anniversary

SUPERVISOR'S REMARKS & ANOUNCEMENTS

PUBLIC INPUT

FINANCIAL REPORT

APPROVAL OF MINUTES

February 9, 2024 Special Town Board Meeting

February 12, 2024 Workshop Meeting

February 22, 2024 Regular Town Board Meeting

February 28, 2024 Special Town Board Meeting

ITEM(S) FOR BOARD ACTION:

PUBLIC HEARINGS

7:35 PM

03PH2024-1 On the Matter of Providing Opportunity for Public Comment on Irondequoit's Community Development Block Grant Program (CDBG)

7:36 PM

03PH2024-2 On the Matter of Providing Opportunity for Public Comment on a Special Use Permit for Fifth Frame Brewing Company to operate a restaurant, eating establishment, or drinking establishment with seating for more than 30 patrons, on premises 5370 St. Paul Blvd, in a C-Business District

3PH-2 **Resolution** Approving a Special Use Permit for 5370 St. Paul Blvd. in the C-Business District

7:37 PM

03PH2024-3 On the Matter for Providing Opportunity for Public Comment on a Conditional Special Use Permit for Scott and Sandi Miller to construct one additional in-law dwelling unit, on premises 300 St. Joseph St., in an R-R Rural Residential District

3PH-3 **Resolution** Approving a Special Use Permit for 300 St. Joseph St. in the R-R Rural Residential District

Appointments

03A2024-4 **Resolution** Authorizing the Temporary Appointment of an Acting Town Clerk and Receiver of Taxes

03A2024-5 **Resolution** Authorizing the Permanent Appointment of a Police Captain in the Irondequoit Police Department

03A2024-6 **Resolution** Authorizing the Transfer of a Police Officer to the Irondequoit Police Department

03A2024-7 **Resolution** Authorizing the Permanent Appointment of a Police Lieutenant

03A2024-8 **Resolution** Authorizing the Provisional Appointment of an Office Clerk IV in the Irondequoit Town Clerk's Office

03A2024-9 **Resolution** Authorizing the Permanent Appointment of a Custodian in the Building Maintenance Department

Comptroller

- 03A2024-10 Resolution** Authorizing a Series of Balanced Appropriation Transfers within Several Funds of the 2023 Operating Budget
- 03A2024-11 Resolution** Authorizing Capital Lease Financing Agreement with JP Morgan Equipment Leasing for Pickup Truck for the Bureau of Public Works

Human Resources

- 03A2024-12 Resolution** Ratifying and Approving the Agreement between a Police Officer in the Irondequoit Police Department and the Town of Irondequoit Relating to the Officer's Retirement from Service
- 03A2024-13 Resolution** Authorizing the Amendment of the Town's Personnel Policy to Include an Updated Sexual Harassment Prevention Policy

IT

- 03A2024-14 Resolution** Authorizing the Purchase of CSG Cards for All Town Security and Fire Panels and Associated Transfer of Funds

Police

- 03A2024-15 Resolution** Declaring Surplus Items and Authorizing the Auction or Destruction of Said Items
- 03A2024-16 Resolution** Authorizing (Three) Officers to Attend Vehicle Crimes Investigation Course for Law Enforcement at Saratoga Sheriffs Department Training Facility in Ballston Spa, NY
- 03A2024-17 Resolution** Authorizing Attendance to the 2024 Dog Control Educational Seminar

Public Works

- 03A2024-18 Resolution** Authorizing the Supervisor to Enter into an Intermunicipal Agreement with East Irondequoit Central School District
- 03A2024-19 Resolution** to Declare Certain Equipment as Surplus Property

03A2024-20 Resolution Authorizing the Supervisor to Enter into an Agreement with Monroe County Division of Social Services and Rochester Works, INC.

Recreation

03A2024-21 Resolution Authorizing the Supervisor to Enter into a Contract for Senior Golf Leagues for Spring/Summer 2024

03A2024-22 Resolution Accepting Gifts for Irondequoit's Winterfest Celebration

03A2024-23 Resolution Accepting the Proposal for Sound and Lighting Services for Town Special Events

Supervisor

03A2024-24 Resolution Authorizing the Town Engineer to Update the Town's Zoning Code

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

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

EXPENSES

Fund	Original Budget	Amended Budget	Cumulative, Year to Month End			Percent of Year Elapsed	Percent of Budget Spent & Enc'd
			Expended	Encumb'd	Available Balance		
001 General (includes cemetery)	25,898,353	27,451,144	27,110,613	271,609	68,922	100.0%	99.7%
percent of amended budget			98.8%	1.0%	0.3%		
005 Library	2,791,458	2,795,481	2,808,336	10,700	-23,555	100.0%	100.8%
percent of amended budget			100.5%	0.4%	-0.8%		
021 Highway # 1, Road Impvts	3,617,491	4,332,197	4,968,942	195,410	-832,156	100.0%	119.2%
percent of amended budget			114.7%	4.5%	-19.2%		
023 Highway # 3, Equipment Maint.	1,080,830	1,080,830	1,121,083	0	-40,253	100.0%	103.7%
percent of amended budget			103.7%	0.0%	-3.7%		
024 Highway # 4, ROW / Winter	1,119,568	1,120,068	1,016,443	0	103,625	100.0%	90.7%
percent of amended budget			90.7%	0.0%	9.3%		
031 Consolidated San. Sewer Dist.	4,362,057	4,387,816	3,939,035	258,744	190,037	100.0%	95.7%
percent of amended budget			89.8%	5.9%	4.3%		
038 Stormwater Drainage Dist.	888,044	941,261	940,895	0	365	100.0%	100.0%
percent of amended budget			100.0%	0.0%	0.0%		
036 LaSalle Landing Sewer District	139	139	139	0	0	100.0%	100.0%
percent of amended budget			100.0%	0.0%	0.0%		
039 Rock Beach San. Sewer Dist.	8,302	8,302	8,301	0	1	100.0%	100.0%
percent of amended budget			100.0%	0.0%	0.0%		
040 Orland Road San. Sewer Dist.	14,149	14,149	14,149	0	0	100.0%	100.0%
percent of amended budget			100.0%	0.0%	0.0%		
051 Sea Breeze Water District	1,157,166	1,157,166	1,209,552	0	-52,386	100.0%	104.5%
percent of amended budget			104.5%	0.0%	-4.5%		
071 - 098 Lighting Districts	161,600	162,183	46,863	0	115,320	100.0%	28.9%
percent of amended budget			28.9%	0.0%	71.1%		
TOTAL	41,099,157	43,450,735	43,184,352	736,464	-470,080	100.0%	101.1%
			43,920,816				
Percent of Amended Budget Spent			99.4%				
Percent of Amended Budget Encumbered				1.7%			
Total Percent Spent & Encumbered							101.1%
Tax Levy Sensitive	34,507,839	36,779,858	37,025,556	477,719	-723,417	100.0%	102.0%
Total Spent + Encumbered		37,503,275	100.7%	1.3%	-2.0%		102.0%

REVENUES

Fund	Original Budget	Amended Budget	Cumulative		Percent of Real Estate Tax	Percent of Year Elapsed	Percent of Revenue Received
			Receipts Through This Month	Balance to be Received			
001 General:							
Real Estate Tax (001-1001)	12,007,112	12,007,112	12,007,112	0	65.8%		100.0%
Payment In Lieu of Tax (001-1081)	257,392	257,392	251,530	5,862			97.7%
Sales Tax (001-1120)	5,700,000	5,700,000	7,090,767	-1,390,767			124.4%
Mortgage Tax (001-3005)	990,000	990,000	644,839	345,161			65.1%
AIM-Related Payments-NYS (001-2750)	613,283	613,283	0	613,283			0.0%
Interest Earnings (001-2401)	5,000	5,000	56,033	-51,033			1120.7%
Franchise Cable TV (001-1170)	666,000	666,000	595,479	70,521			89.4%
Recreation Program Fees (001-2001)	589,300	589,300	683,780	-94,480			116.0%
Cemetery Revenues (001-2190/2665)	167,000	167,000	184,516	-17,516			110.5%
Fines & Bail Forfeitures (001-2610)	150,500	150,500	85,608	64,892			56.9%
Other Sources of Revenue	1,904,326	2,413,633	4,552,985	-2,139,352			188.6%
Appropriated Fund Balance	2,848,440	2,848,440	2,848,440	0			
Total, Revenue & Fund Balance	25,898,353	26,407,660	29,001,089	-2,593,429		100.0%	109.8%

Town of Irondequoit

Financial Report

Month Ending 12/31/23
TENTATIVE BEFORE CLOSING 2023
(AS OF 2/29/24)

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	2,695,213	2,695,213	2,695,213	0	14.8%		100.0%
Other Sources of Revenue	96,245	100,098	125,591	-25,493			125.5%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	2,791,458	2,795,311	2,820,804	-25,493		100.0%	100.9%
021, 023, 024 Highway Funds							
Real Estate Tax	3,557,280	3,557,280	3,557,280	0	19.5%		100.0%
All Other Sources	1,760,609	2,472,815	3,165,515	-692,700			128.0%
Appropriated Fund Balance	500,000	500,000	500,000	0			
Total, Revenue & Fund Balance	5,817,889	6,530,095	7,222,795	-692,700		100.0%	110.6%
031 Consolidated San. Sewer District							
Sewer Service Charges	3,879,510	3,879,510	3,879,510	0			100.0%
Other Sources of Revenue	163,547	163,547	136,424	27,123			83.4%
Appropriated Fund Balance	319,000	319,000	319,000	0			
Total, Revenue & Fund Balance	4,362,057	4,362,057	4,334,934	27,123		100.0%	99.4%
038 Stormwater Drainage District							
District Service Charges	881,644	881,644	881,644	0			100.0%
Other Sources of Revenue	6,400	6,400	1,102	5,298			17.2%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	888,044	888,044	882,746	5,298		100.0%	99.4%
036 LaSalle Landing Sewer District							
District Capital Charges	139	139	139	0			100.0%
Other Sources of Revenue	0	0	1	-1			#DIV/0!
Total Revenue	139	139	140	-1		100.0%	100.7%
039 Rock Beach San. Sewer District							
District Capital Charges	8,302	8,302	8,302	0			100.0%
Other Sources of Revenue	0	0	25	-25			#DIV/0!
Total Revenue	8,302	8,302	8,327	-25		100.0%	100.3%
040 Orland Road San. Sewer District							
District Capital Charges	14,149	14,149	14,149	0			100.0%
Other Sources of Revenue	0	0	329	-329			#DIV/0!
Total Revenue	14,149	14,149	14,478	-329		100.0%	102.3%
051 Sea Breeze Water District							
District Real Estate Tax	40,406	40,406	40,406	0			100.0%
Other Sources of Revenue	1,116,760	1,116,760	933,707	183,053			83.6%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	1,157,166	1,157,166	974,113	183,053		100.0%	84.2%
071 - 098 Lighting Districts							
District Real Estate Tax	161,600	161,600	161,600	0			100.0%
Other Sources of Revenue	0	0	52,408	-52,408			
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	161,600	161,600	214,008	-52,408		100.0%	132.4%
Summary of Revenues and Appropriated Fund Balances							
Real Estate Tax	18,259,605	18,259,605	18,259,605	0	100.0%		100.0%
Special District Real Estate Tax	202,006	202,006	202,006	0			100.0%
Sanitary Sewer Service Charges	3,902,100	3,902,100	3,902,100	0			100.0%
Stormwater District Service Charges	881,644	881,644	881,644	0			100.0%
Other Sources of Revenue	14,186,362	15,411,728	18,560,639	-3,148,912			120.4%
TOTAL	37,431,717	38,657,083	41,805,994	-3,148,912		100.0%	108.1%
Appropriated Fund Balance	3,667,440	3,667,440	3,667,440	0			100.0%
Grand Total, Revenues and Appropriated Fund Balance	41,099,157	42,324,523	45,473,434	-3,148,912			107.4%

Town Board Meeting Notes- December 2023 (as of 2/29/24)

In this report, I am presenting preliminary 2023 year-end financial results for the Town as of February 29. The 2023 books were open through the end of February to allow for receipt and processing of outstanding commitments, and to account for and properly record all 2023 revenue owed to the Town; however, the books are now closed. 2023 preliminary results will not be presented again in this forum.

Following the annual audit, the Town's auditors from the Bonadio Group will present highlights of the audited 2023 Financial Statements and Audit Report.

Here are the preliminary 2023 year-end financial results as of February 29, 2024: the Town's total expenses are slightly higher than budget at 101.1%—a sum of \$43,921k. The amount includes \$736k of encumbrances.

The General Fund expenses are below budget at 99.7% or \$27,382k. The actual expenditures are \$27,111k—98.8% of budget; the remaining 1.0% is due to \$272k of encumbrances. Outstanding encumbrances include contracted services for IT and various vehicles and equipment which delivery was delayed.

Overall, the expenses in the highway funds are higher than budget at 111.7%, a total of \$7,302k. The costs in these funds result from considerable total expenses for salt, paving, and fuel as projected. The overage of expenditures is due to increased paving work completed in 2023 and is offset by additional CHIPs funding received.

The library expenditures total \$2,819k—100.8% of budget.

Expenses in the Sewer Fund of \$4,198k (95.7% of budget).

The \$941k of Stormwater Drainage expenses are represent 100.0% of budget.

The General Fund has received revenue of \$29,001k—109.8% of budget. The real estate taxes totaled \$12,007k as budgeted. Payment In Lieu Of Tax revenue equated to of \$252k—97.7% of budget. Other major revenue recorded or accrued by the Town include: Sales Tax in the amount of \$7,091k (124.4% of budget); AIM payments of \$613k at 100%, 89.4% or \$595k of Franchise Cable TV revenue; and Mortgage Tax of \$960k—97.0% of budget.

Regarding the entire Town: \$45,473k or 107.4% of revenue and appropriated fund balance is documented.

At year-end, the library revenue totals \$2,821k—100.9% of budget.

110.6% or \$7,223k of revenue was recorded by the Highway.

Revenue of \$4,362k or 99.4% has been verified by the Sewer Fund.

Stormwater Drainage has received \$883k, 99.4% of its budgeted revenue.

**This concludes the preliminary 2023 year-end financial report as of
February 29, 2024.**

EXPENSES		Fund	Original Budget	Amended Budget	Cumulative, Year to Month End			Percent of Year Elapsed	Percent of Budget Spent & Enc'brd
					Expended	Encumb'd	Available Balance		
					6,056,519				
001 General (includes cemetery)			26,601,423	26,835,222	5,846,656	209,863	20,778,703	16.7%	22.6%
percent of amended budget					21.8%	0.8%	77.4%		
005 Library			2,846,496	2,857,196	242,020	11,274	2,603,902	16.7%	8.9%
percent of amended budget					8.5%	0.4%	91.1%		
021 Highway # 1, Road Impvts.			3,772,281	3,967,691	205,998	195,410	3,566,283	16.7%	10.1%
percent of amended budget					5.2%	4.9%	89.9%		
023 Highway # 3, Equipment Maint.			1,105,315	1,105,315	104,875	0	1,000,440	16.7%	9.5%
percent of amended budget					9.5%	0.0%	90.5%		
024 Highway # 4, ROW / Winter			1,165,368	1,165,368	299,802	0	865,566	16.7%	25.7%
percent of amended budget					25.7%	0.0%	74.3%		
031 Consolidated San. Sewer Dist.			3,843,057	4,101,801	415,442	258,744	3,427,615	16.7%	16.4%
percent of amended budget					10.1%	6.3%	83.6%		
038 Stormwater Drainage Dist.			939,830	939,830	60,383	0	879,447	16.7%	6.4%
percent of amended budget					6.4%	0.0%	93.6%		
036 LaSalle Landing Sewer District			136	136	0	0	136	16.7%	0.0%
percent of amended budget					0.0%	0.0%	100.0%		
039 Rock Beach San. Sewer Dist.			7,852	7,852	0	0	7,852	16.7%	0.0%
percent of amended budget					0.0%	0.0%	100.0%		
040 Oriand Road San. Sewer Dist.			16,874	16,874	0	0	16,874	16.7%	0.0%
percent of amended budget					0.0%	0.0%	100.0%		
051 Sea Breeze Water District			1,226,631	1,226,631	102,766	0	1,123,865	16.7%	8.4%
percent of amended budget					8.4%	0.0%	91.6%		
071 - 098 Lighting Districts			129,470	129,470	0	0	129,470	16.7%	0.0%
percent of amended budget					0.0%	0.0%	100.0%		
TOTAL			41,654,733	42,353,387	7,277,942	675,292	34,400,154	16.7%	18.8%
					7,953,234				
Percent of Amended Budget Spent					17.2%				
Percent of Amended Budget Encumbered						1.6%			
Total Percent Spent & Encumbered									18.8%
Tax Levy Sensitive			35,491,019	35,930,929	6,699,351	416,548	28,815,031	16.7%	19.8%
Total Spent + Encumbered				7,115,898	18.6%	1.2%	80.2%		19.8%
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	205,298	27,432			88.2%
Sales Tax (001-1120)			6,700,000	6,700,000	0	6,700,000			0.0%
Mortgage Tax (001-3005)			990,000	990,000	0	990,000			0.0%
AIM-Related Payments-NYS (001-2750)			613,283	613,283	0	613,283			0.0%
Interest Earnings (001-2401)			25,000	25,000	-8,120	33,120			-32.5%
Franchise Cable TV (001-1170)			646,000	646,000	-3,305	649,305			-0.5%
Recreation Program Fees (001-2001)			673,300	673,300	5,278	668,022			0.8%
Cemetery Revenues (001-2190/2865)			166,000	166,000	4,150	161,850			2.5%
Fines & Bail Forfeitures (001-2610)			101,000	101,000	5,984	95,016			5.9%
Other Sources of Revenue			2,199,320	2,199,320	91,604	2,107,716			4.2%
Appropriated Fund Balance			1,464,620	1,464,620	1,464,620	0			
Total, Revenue & Fund Balance			26,601,423	26,601,423	14,555,680	12,045,744		16.7%	54.7%

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	19,441	100,638			16.2%
Appropriated Fund Balance	40,000	40,000	40,000	0			
Total, Revenue & Fund Balance	2,846,496	2,846,496	2,745,858	100,638		16.7%	96.5%
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	7,293	1,733,487			0.4%
Appropriated Fund Balance	500,000	500,000	500,000	0			
Total, Revenue & Fund Balance	6,042,964	6,042,964	4,309,477	1,733,487		16.7%	71.3%
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	14,193	96,620			12.8%
Appropriated Fund Balance	250,000	250,000	250,000	0			
Total, Revenue & Fund Balance	3,843,057	3,843,057	3,746,437	96,620		16.7%	97.5%
038 Stormwater Drainage District							
District Service Charges	935,311	935,311	935,311	0			100.0%
Other Sources of Revenue	4,519	4,519	-879	5,398			-19.5%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	939,830	939,830	934,432	5,398		16.7%	99.4%
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		16.7%	100.1%
039 Rock Beach San. Sewer District							
District Capital Charges	7,852	7,852	7,851	1			100.0%
Other Sources of Revenue	0	0	-10	10			#DIV/0!
Total Revenue	7,852	7,852	7,842	10		16.7%	99.9%
040 Orland Road San. Sewer District							
District Capital Charges	16,874	16,874	16,874	0			100.0%
Other Sources of Revenue	0	0	36	-36			#DIV/0!
Total Revenue	16,874	16,874	16,910	-36		16.7%	100.2%
051 Sea Breeze Water District							
District Real Estate Tax	42,975	42,975	42,975	0			100.0%
Other Sources of Revenue	1,183,656	1,183,656	292,518	891,138			24.7%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	1,226,631	1,226,631	335,493	891,138		16.7%	27.4%
071 - 098 Lighting Districts							
District Real Estate Tax	129,470	129,470	129,470	0			100.0%
Other Sources of Revenue	0	0	1,005	-1,005			
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	129,470	129,470	130,475	-1,005		16.7%	100.8%
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	634,486	14,871,994			4.1%
TOTAL	39,400,113	39,400,113	24,528,118	14,871,995		16.7%	62.3%
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	26,782,738	14,871,995			64.3%

Town Board Meeting Notes-month ended February 29, 2024

The 2024 financial results for the Town as of February 29: total expenses—actual as well as encumbered—are \$7,953k or 18.8% of budget--higher than the 16.7% of the year that has elapsed. The breakdown is: actual expenses \$7,278k (17.2%) and encumbered expenses \$675k (1.6%). Encumbrances have not all been entered in the financial system as we are transitioning to a new financial system.

The General Fund expenses are at 22.6% of budget or \$6,057k. Here is the breakdown: actual expenditures - \$5,847k and encumbrances \$210k.

Together, the expenses in the highway funds are \$806k or 12.9% of budget. Actual expenses represent \$611kk (9.7%) and current encumbrances are \$195k (3.1%).

Expenditures in the Library are under budget at \$253k or 8.9%.

The Sewer Fund expenses are 16.4% of budget equating to \$674k.

The expenses in Stormwater Drainage total \$60k—6.4% of budget.

The General Fund revenue received is \$14,556k or 54.7% of budget. Included in revenue is \$12,790k of real estate tax--100% of budget. \$205k of PILOT (Payment In Lieu Of Tax) revenue has been received—approximately 88.0% of budget.

Regarding the entire Town: \$26,783k or 64.3% of revenue has been received to-date. 100% of real estate tax and special district fees totaling \$23,894k have been received.

The Library has received \$2,746k or 96.5% of its budgeted revenue.

The highway funds collective receipts of \$4,309k represent 71.3% of its budgeted revenue.

Sewer Fund has received \$3,746k—97.5% of that fund's budget.

\$934k or 99.4% of stormwater drainage budget has been received.

This concludes the February 2024 financial report.

PRESENT: Andraé Evans Supervisor
Grant Malone Town Board Member
John Perticone Town Board Member

Harter Secrest & Emery Town Attorney

ABSENT: Peter Wehner Town Board Member

Others in attendance included Chief of Police Scott Peters and Town Clerk Genier.

Supervisor Evans called the meeting to order, Pledge was said and Roll Call taken by Town Clerk Genier at 12:00 PM.

ITEM FOR BOARD ACTION:

02STB2024-1 RESOLUTION Approving the Special Event License for YellowJacket/Fleet Feet Cupid's Cup 5K Run/Walk

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Malone**, a resolution was adopted **approving the Special Event License to conduct the YellowJacket Racing/Fleet Feet Cupid's Cup 5K Run/Walk on Sunday, February 11, 2024 from 8:30 a.m. to 10:30 a.m., upon the condition that YellowJacketRacing/Fleet Feet notifies all affected residents before the event.**

Town Clerk Genier explained that this Special Event Application was received in December and was processed through the proper departments for their comments and approvals. The paperwork was not received by the Clerk's Office in time to have the resolution approved at the January 16th Regular Town Board Meeting. A Special Town Board Meeting was called in order to adopt said resolution to approve the event.

UPON VOTING	Town Board Member	Perticone	Aye
	Town Board Member	Wehner	Absent
	Town Board Member	Malone	Aye
	Town Supervisor	Evans	Aye

Resolution Number 2024-026

On a motion made by Councilmember **Malone**, seconded by Councilmember **Perticone**, the Special Town Board meeting was adjourned at 12:05 PM.

UPON VOTING	Town Board Member	Perticone	Aye
	Town Board Member	Wehner	Absent
	Town Board Member	Malone	Aye
	Town Supervisor	Evans	Aye

Respectfully submitted,

Barbara Genier, Town Clerk

Workshop Meeting of the Town Board of the Town of Irondequoit, held in the Broderick Room at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 12th day of February 2024 at 4:00 P.M, there were:

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

Others in attendance included Chief of Police Scott Peters, Assistant to the Comptroller Rick Checchi, Commissioner of Public Works Erin Magee, Director of Information Technology Kevin LaBarr, Court Administrator Sally Nash, Judges Valentino, DeFoe and Green, Fire Marshal Bill Lang, Director of Recreation Shannon Grieve, Assistant to the Supervisor Justine Bartnick, Deputy Town Clerk Latasha Elder and Town Clerk Genier.

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

SUPERVISOR'S REMARKS: *Supervisor Evans thanked the Director of Recreation Shannon Grieve and her staff for their hard work to make Winterfest 2024 such a huge success.
*YellowJacket's Cupid's Race was held Sunday, February 11th and Supervisor Evans thanked Chief Peters and his officers for their help with this event.

PRESENTATION OF 2023 IRONDEQUOIT AMBULANCE REPORT TO THE COMMUNITY: Thomas Kirchoff, Chief of Irondequoit Ambulance (IA), presented the Irondequoit Ambulance Report to the Community for 2023. IA is a non-profit 501c (3) organization governed by a nine-member Board of Directors. The Board members are community members whose duties include approving policies, fee schedules and expenditures for the operational management of the Corporation. The Board is responsible for the hiring of the Operational Staff, EMT's, Paramedic's and ensuring that the Operations Chief conducts the day-to-day operations in the best interest of the community. Chief Kirchoff then gave some highlights for 2023: Revenues for 2023 increased from 2022, primarily through fees from non-emergency patient transfers and revenue from the Town of Irondequoit EMS agreement. The IA received 8,367 requests for service, an increase of 182 calls or 2.2% from 2022. COVID-19 was responsible for an increase in call volume. Chief Kirchoff noted that the EMS System relies on the contribution of EMS services provided by the Fire Districts. He looks forward to the continued partnership with the Town to serve the residents and visitors to the Town. He invited people down to see the operation and to ask any questions or have comments regarding the service.

PRESENTATION REGARDING FIFTH FRAME BREWING COMPANY: Brian White addressed the Board members as a follow-up to the public hearing held in December. He addressed comments regarding the issue of drainage and a need for increased parking spots. It was noted that the current parking lot is never full. Mr. White stated that there are new tenants in

the Ridge-Hudson Plaza which accounts for the increased parking. The survey crew has investigated the drainage and identified that it all drains to the northeasterly portion of the proposed parcel where the parking will go. They are actively working to incorporate that into the design. Regarding the parking issue, they are proposing 50 spaces for that northeasterly portion of the parcel. The employees would park in the rear area. Mr. White reviewed the zoning code related to parking requirements. There are currently 297 parking places throughout the plaza. Walgreens is a separate tax parcel and uses 64 of those spaces. He stated that the plaza would need 318 parking spaces for the plaza.

DEPARTMENT HEAD UPDATES:

Director of Information Technology Kevin LaBarr reported that he is closing out projects—the week of February 20th the financial system will be live. Access Control and cameras are finally done, and all the cameras are done at the Community Center. The locks will be fully done at the Community Center within the next couple of weeks. When completed, the Town will only have one access and control system, not several different systems. The swipe access for the workout room at the Community Center will be installed this week and should be up and running soon.

Commissioner of Public Works Erin Magee reported that she is working through the paving plan, making sure no other project is going on while paving. The tree trimming is going well. Her department is working on a bid award for Seneca Road reconstruction that has been ongoing for a few months now. They are moving forward with design for the pump station on Bellehurst Drive, as well as the sidewalk on Titus Avenue, in front of the Art Center. At tonight's meeting Commissioner Magee stated that there will be a vote taken for the Supervisor to sign a Notice of Intent with New York State Dept. of Environmental Conservation. She explained that the Town has been regulated under the State Stormwater Permit Regulations since 2003. For the last few years, the State has been working through a new permit to regulate all of the towns and Municipal Separate Storm Sewer Systems. Irondequoit falls into this category. It outlines how Irondequoit would mitigate the runoff into our natural water bodies. *Supervisor Evans asked Commissioner Magee what news she had about the fire that destroyed three trucks and was told it was an electrical issue. These trucks were going to be replaced soon.*

Director of Recreation Shannon Grieve thanked everyone who attended Winterfest. She noted about 4,000 to 5,000 attended the event throughout the day. She is now gearing up for day camps that will be held during school break. Women's History Month will be held in March. She is also gearing for the summer programs. Sign ups for these programs will be on April 14th.

Chief of Police Scott Peters reported that his department is gearing up for the delivery of two canine dogs on or about February 25th. The dogs are three years old and have wonderful temperaments. They will be ready in June to work with the department. He is getting ready to send certain officers to training and do so before summer when the officers will be busy. He is also hoping to make some promotions within his department.

Deputy Town Clerk Latasha Elder reported that the department is concentrating on collecting Town/County taxes. The Town collects through May 31st but residents can continue to make payments to the County Treasurer. Staff is busy issuing dog licenses, marriage licenses, passports, handicap permits, Bingo and other paperwork. The department's primary concern is staffing. Interviews are being held and hopefully will fill that position as soon as possible.

Town Attorney Megan Dorritie reported on the Freeman federal lawsuit against the Town. Freeman still has not paid the Court ordered costs of \$238. Freeman also has her New York State lawsuit. The Town is working to get this dismissed. The I-Square litigation had a Preliminary Injunction issued and the Judge sided with the Town. The Town remains open to settling this lawsuit. Other litigation is being handled by the insurance companies in regular court.

Councilmember Perticone commented that the January 31st litigation was heard in New York City and Freeman did not show up and she hasn't paid the court-ordered fees. He added that two courts dismissed the lawsuit. Freeman never submitted requested medical records and she was not interviewed regarding the lawsuits. Between the two lawsuits, Freeman was suing for somewhere near \$3m to \$5m.

Assistant to the Comptroller Rick Cheechi reported on the department in Comptroller Marsh's absence. He stated that they are trying to wrap up 2023 year-end and begin 2024. The auditors are due on March 18th.

REVIEW OF AGENDA ITEMS FOR FEBRUARY 22, 2024 RTB MEETING:

Financial Report: **Assistant to the Comptroller Rick Cheechi** gave the financial report as of December 31, 2023. He reported that the department is working to wrap up 2023. The auditors will be in at the end of March and the department continues to go ahead with 2024.

This report is a preliminary look at the 2023 financial results for the Town as of December 31st. The 2023 financial records will not close until the end of February to allow for receipt and processing of outstanding commitments, and to account for and properly record the remaining revenue that is owed to the Town. During the March Town Board meeting, we will present the most current 2023 preliminary results, along with the respective 2024 monthly financial report. The Town's auditors from the Bonadio Group will present highlights of the audited 2023 Financial Statements and Audit Report following the annual audit.

The 2023 financial results as of December 31st: 100% of the year has elapsed and the Town's total expenses are on par at 100.5%-a sum of \$43,680k. Encumbrances are \$1,549k and actual expenses total \$42,131k. The actual expenses alone equate to 96.9% of the budget. Encumbrances remain for services, supplies, and commodities committed to in 2023. The General Fund expenses are at 98.9% or \$27,168k. The actual expenditures are 96.4% of budget or \$26,484k, while 2.5% is due to encumbrances of \$684k. Included in the general fund encumbrances are police vehicles, services related to the school safety grant, legal fees, and other contracted services. Overall, the expenses in the highway funds are 111.9% of budget a total of approximately \$7,318k. The costs in these funds result from considerable expenses and encumbrances for salt, gas, and paving as anticipated. The excess expenditures result from additional paving costs which will be reimbursed with a rollover of CHIPs funding. The library expenditures are 99.2% of budget-a preliminary total of \$2,772k. Expenses in the Sewer Fund of \$4,136k are below budget at 94.2%. Actual expenditures are \$3,752k (**85.5%**) and encumbrances of \$384k remain. The Stormwater Drainage expenses are approximately 99.4% of budget-\$936k.

Regarding the entire Town, revenue and appropriated fund balance, \$42,146k or 99.6% has been documented to date. The General Fund has received revenue of \$26,193k-99.2% of budget. Real Estate tax of \$12,007k has been collected. The Town has recorded eight months of Sales Tax revenue in the amount of \$4,754k (83.4% of budget); the AIM related payment of \$613k has been received. Some additional sources of revenue to be recorded include six months of franchise fees, four months of sales and mortgage taxes. At month-end, the Library had confirmed revenue of \$2,818k-100.8%. 102.7% or \$6,706k of revenue has been recorded by the Highway. 99.4% of the Sewer Fund revenue of \$4,335k has been verified. Stormwater Drainage has received 99.4% of its budgeted revenue-\$883k. In addition, American Rescue Funds of \$22,454,916 have been received. The use of this funding is restricted for the response to and relief of COVID-19 and can be used to cover costs incurred through December 31, 2024. To date, approximately \$21,600k has been allocated to projects.

APPROVAL OF MINUTES: Minutes from the following meetings to be approved:

January 9, 2024	Workshop Meeting
January 16, 2024	Regular Town Board Meeting
January 29, 2024	Special Town Board Meeting

REVIEW OF AGENDA ITEMS FOR THE FEBRUARY 22, 2024 REGULAR TOWN BOARD MEETING:

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

ITEMS FOR BOARD ACTION:

2WS2024-1 **Resolution** Authorizing the Appointment of a Permanent Office Clerk IV
In the Irondequoit Town Clerk's Office—PULLED

2WS2024-2 **Resolution** Authorizing Capital Lease Financing Agreement with M&T
Bank for Plow Truck for the Bureau of Public Works

On a motion made by Councilmember Perticone, seconded by Councilmember Malone, a resolution was adopted **authorizing the Town Supervisor to negotiate, enter into, execute and deliver the Lease to the Town Board with such changes thereto as he deems appropriate with the advice of counsel.**

UPON VOTING	Town Board Member	Perticone	Aye
	Town Board Member	Wehner	Absent
	Town Board Member	Malone	Aye
	Town Supervisor	Evans	Aye

Resolution Number 2024-027

3WS2024-3 Resolution Authorizing the Supervisor to Sign a Notice of Intent with New York State Dept. of Environmental Conservation

On a motion made by Councilmember **Malone**, seconded by Councilmember **Perticone**, a resolution was adopted **authorizing the Town Supervisor to sign the electronic Notice of Intent (eNOI) with New York State Department of Environmental Conservation in such form as approved by the Town Attorney**

UPON VOTING	Town Board Member	Perticone	Aye
	Town Board Member	Wehner	Absent
	Town Board Member	Malone	Aye
	Town Supervisor	Evans	Aye

Resolution Number 2024-028

The next meeting is the Regular Town Board meeting on Tuesday, February 22, 2024 @ 7:00 p.m.in the Broderick Room of the Town Hall.

On a motion made by Councilmember **Malone**, seconded by Councilmember **Perticone**, the Workshop Meeting was adjourned at 5:22 p.m.

UPON VOTING	Town Board Member	Perticone	Aye
	Town Board Member	Wehner	Absent
	Town Board Member	Malone	Aye
	Town Supervisor	Evans	Aye

Respectfully submitted,

Barbara Genier, 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 **22nd day of February 2024**, at 7:00 P.M., local time, there were:

PRESENT:	Town Supervisor	Andraé Evans
	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 of Police Scott Peters, Assistant to the Comptroller Rick Cheechi, Human Resources Director Jason Vinette, Director of Recreation Shannon Grieve, DEI Coordinator Gloria Hunter, Court Administrator Sally Nash, Judge Joseph Valentino, Planning and Zoning Coordinator Michelle Nichols, Assistant to the Supervisor Justine Bartnick, Commissioner of Public Works Erin Magee, and Deputy Town Clerk Latasha Elder.

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

SUPERVISOR’S REMARKS AND ANNOUNCEMENTS: * Supervisor Evans reported that he attended the Association of Towns training sessions in New York City for newly elected Town officials. He learned great things, including funding for the community, grant research, current legislation that could strength Irondequoit. *Supervisor Evans gave a little history about himself. He moved to Rochester 30 years ago and decided to make Irondequoit his home. He chose Irondequoit because it was a great community, one with promise and hope. Irondequoit has been ranked #1 in the nation by Realtor.com for providing young people with their first home. They recognized the number of growing families, affordability of homes and the ever-increasing business scene here in Irondequoit. He would like to see more people get involved with the various boards—Conservation, Historic Preservation, Planning and Zoning, and Deer Management. A new Diversity, Equity and Inclusion Committee has been formed and will meet on the third Thursday of the month, beginning February 15th at 6 PM. in the Broderick Room of the Town Hall. The Supervisor’s goal is to have equal representation on each board. * He noted that February is Black History Month, and he has been very busy. He will be participating in a Community Read which is very important to learn about others and make new friends.

PUBLIC INPUT:
Richard Barone, 154 Allwood Drive, addressed the Board regarding reassessments in the Town. He stated that the Town is using a modeling program, not a software program. He submitted evidence to the former Supervisor back in September and he handed each Board member a copy of that evidence. He did not hear back from anyone. He feels the reassessment process is getting worse. When he first challenged his assessment, he did so on the basis of the State Constitution, not property law. He stated that his assessment was in violation of the Equal Protection Clause of the State Constitution because the assessments were treating him differently than other houses. He said that Irondequoit had the worst record this year in Small Claims Assessment Review where 50% of the claims came from Irondequoit. He would like to work with the Town and meet with the Supervisor.
Mike Nolan, 400 Bakers Park, addressed the Board regarding the Town’s lawsuit against I-Square. The Town Attorney had reported that the Town would most likely win the legal proceeding against I-Square. He commented that Wendy and he had worked tirelessly on building a Town square and had never received a paycheck for the work that was done. He would like to have an open, public meeting to discuss the lawsuit and resolve the differences between the Town and Nolans. The Judge in the case encouraged the parties to work together on a resolution. The Nolans have fired their attorneys, they are done fighting. *Councilmember Wehner asked if an open meeting was possible. The attorney stated she would look into it.*

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

FINANCIAL REPORT
Comptroller Marsh presented a preliminary look at the 2023 financial results for the Town as of December 31st. The 2023 books will not close until the end of February to allow for receipt and processing of outstanding commitments, and to account for and properly book the remaining revenue that is owed to the Town. Again, during the March Town Board meeting, I will present the most current 2023 preliminary

results along with the respective 2024 monthly financial reports. The Town's auditors from the Bonadio Group will present highlights of the audited 2023 Financial Statements and Audit Report upon completion of the audit work.

The 2023 financial results as of December 31st: 100% of the year has elapsed and the Town's total expenses are on par with budget at 100.8%—a sum of \$43,821k. Encumbrances are \$1,247k and actual expenses total \$42,573k. The actual expenses alone equate to 97.9% of budget. Encumbrances are still an important part of the Town's outstanding commitments. The General Fund expenses are slightly lower than budget at 99.3% or \$27,286k. The actual expenditures are 97.5% of budget or \$26,766k and 1.9% (\$520k) remains for encumbrances.

Overall, the expenses in the highway funds are above budget at 111.6%; a total of approximately \$7,293k. The costs in these funds result from considerable expenses for salt, gas, and paving as anticipated. The overage of expenditures results from additional paving and will be offset by a rollover of 2022 CHIPS revenue. The Library expenditures are 99.8% of budget—a total of \$2,790k. Expenses in the Sewer Fund of \$4,132k are below budget at 94.2%. The Stormwater Drainage expenses are approximately 99% of budget—a total of \$930k.

Regarding the entire Town, revenue and appropriated fund balance of \$42,313k or 100% has been documented to date. The General Fund has recorded revenue of 26,295k—99.6% of budget. Real Estate tax of \$12,007k has been collected. 97.7% of the Payment In Lieu Of Tax revenue of almost \$252k has been received. 8 months of Sales Tax revenue in the amount of \$ 4,754k (83.4% of budget); the AIM payment of \$613k has been received and Mortgage Tax for the three quarters of \$645k has been received. Additional revenue to be recorded include 6 months of franchise fees, 4 months of sales tax and 3 months of mortgage tax. At month-end, the Library had confirmed revenue of \$2,818k – 100.8%. 103.7% or \$6,773k of revenue has been recorded by the Highway Funds. 99.4% of the Sewer Fund of \$4,335k has been verified. Stormwater Drainage has received 99.4% of its budgeted revenue—\$882k.

This concludes the 2nd preliminary financial report for December 2023.

APPROVAL OF MINUTES:

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Malone**, the January 2, 2024 Organizational Town Board Meeting Minutes were approved.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

On a motion made by Councilmember **Malone**, seconded by Councilmember **Perticone**, the January 9, 2024, Workshop Meeting Minutes were approved.

UPON VOTING MOTION WAS UNANIIMOUSLY APPROVED

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

UPON VOTING MOTION WAS UNANIIMOUSLY APPROVED

ITEMS FOR BOARD ACTION:

02A2024-1 RESOLUTION AUTHORIZING THE APPOINTMENT OF A TOWN BOARD MEMBER

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, a resolution was adopted **approving the appointment of Ann Cunningham as a member of the Irondequoit Town Board, with term expiring December 31, 2024.**

Supervisor Evans commented that Ms. Cunningham was a member of the West Irondequoit School Board and an outstanding volunteer throughout the community. Councilmember Cunningham was then given the Oath of Office administered by Deputy Town Clerk Elder; she then took her seat on the dais.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-029

On a motion made by Councilmember **Malone**, seconded by Councilmember **Wehner**, pursuant to Public Officers Law Section 105(1)(f) for the discussion of matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or a corporation.

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 8:14 p.m..

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

**02A2024-2 RESOLUTION AUTHORIZING THE APPOINTMENT OF AN OFFICE
CLERK II IN THE IRONDEQUOIT POLICE DEPARTMENT**

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Malone**, a resolution was adopted **approving the appointment of Rosalina Hosbach as an Office Clerk II in the Irondequoit Police Department.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-030

02A2024-3 RESOLUTION AUTHORIZING THE APPOINTMENT OF A SENIOR DISPATCHER IN THE DEPARTMENT OF PUBLIC WORKS

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, a resolution was adopted **approving the provisional appointment of Rebecca McLean as a Senior Dispatcher in the Department of Public Works.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-031

02A2024-4 RESOLUTION AUTHORIZING THE APPOINTMENT OF A SECOND SENIOR DISPATCHER IN THE DEPARTMENT OF PUBLIC WORKS

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, a resolution was adopted **approving the provisional appointment of Anita Moore as a Senior Dispatcher in the Department of Public Works.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-032

02A2024-5 RESOLUTION AUTHORIZING THE RE-APPOINTMENT OF A FULL-TIME DEPUTY COURT CLERK IN THE IRONDEQUOIT TOWN COURT

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, a resolution was adopted **approving the reappointment of Kimberley Kimble as a full-time Deputy Court Clerk in the Irondequoit Town Court.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-033

02A2024-6 RESOLUTION AUTHORIZING THE RE-APPOINTMENT OF THE CONSERVATION BOARD MEMBERS

On a motion made by Councilmember **Malone**, seconded by Councilmember **Wehner**, a resolution was adopted **re-appointing the following people to the Conservation Board: Stephen Greive, Krista Greer, Jack Kaufman, Daniel David, Noelle Conderman and Aaron DeRuyter, with terms ending on December 31, 2025.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-034

02A2024-7 RESOLUTION AUTHORIZING THE APPOINTMENT OF AN ASSESSOR

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Malone**, this resolution was Pulled.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

02A2024-8 RESOLUTION AUTHORIZING THE APPOINTMENT OF TWO MEMBERS TO THE ETHICS COMMITTEE

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, a resolution was adopted **approving the appointment of Justine Bartnick to serve on the Board of Ethics with her term expiring on December 31, 2028, and the appointment of Roman Misula to serve on the Board of Ethics with his term expiring on December 31, 2029.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-035

02A2024-9 RESOLUTION AUTHORIZING RE-APPOINTMENTS TO THE TOWN'S AUDIT COMMITTEE

On a motion made by Councilmember **Malone**, seconded by Councilmember **Wehner**, a resolution was adopted **re-appointing the following to the Town of Irondequoit Audit Committee: Rachel Adonis, Frances Ostrander, Gary Adams and Lorie Barnum with terms expiring on December 31, 2024.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-036

02A2024-10 RESOLUTION CALLING FOR A PUBLIC HEARING ON THE MATTER OF GRANTING A SPECIAL USE PERMIT FOR 5370 ST. PAUL BLVD. IN THE C-BUSINESS DISTRICT AND REFERRING SAME TO THE PLANNING BOARD FOR COMMENT

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, a resolution was adopted **holding a public hearing for a Special Use Permit application on March 19, 2024 at 7:36 p.m. at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit and referring the application for a special use permit for the project to the Planning Board**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-037

02A2024-11 RESOLUTION CALLING FOR A PUBLIC HEARING ON THE MATTER OF GRANTING A SPECIAL USE PERMIT FOR 300 ST. JOSEPH STREET IN AN R-R RURAL RESIDENTIAL DISTRICT

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, a resolution was adopted **holding a public hearing on a special use permit application on March 10, 2024 @ 7:37 p.m. at the Town Hall, 1280 Titus Avenue in the Town of Irondequoit and referring the application for a special use permit for 300 St. Joseph Street to the Planning Board for its reference and report.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2024-038***02A2024-12 RESOLUTION REGARDING STATE ENVIRONMENTAL QUALITY REVIEW ACT COMPLIANCE IN THE MATTER OF REZONING APPLICATION FOR A PORTION OF 1700 HUDSON AVENUE, TAX ID NO. 091.07-1-96.2 FROM R-4 RESIDENTIAL TO C-BUSINESS DISTRICT**

On a motion made by Councilmember **Malone**, seconded by Councilmember **Wehner**, a resolution was adopted **authorizing the Supervisor to execute any and all documents related to these agreements in a format approved by the Town Attorney.**

After much discussion, it was noted that a motion was not made. Therefore, this matter will not be voted on at this meeting; it will be taken up at a special town board meeting to be determined.

02A2024-13 RESOLUTION APPROVING AN APPLICATION ON THE MATTER OF REZONING A PORTION OF 1700 HUDSON AVENUE, TAX ID NO. 091.07.1.96.2 FROM R-4 RESIDENTIAL TO C-BUSINESS DISTRICT

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, a resolution was adopted **approving the application on the matter of rezoning a portion of 1700 Hudson Avenue, Tax ID No. 091.07.1.96.2 from R-4 Residential to C-Business District.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

This resolution must be voted on at the same time as the SEQRA resolution on this matter. Therefore, a resolution number was not assigned at this time.

02A2024-14 RESOLUTION AUTHORIZING ADJUSTMENT OF THE MILEAGE REIMBURSEMENT RATE FOR 2024 TO \$.67 CONSISTENT WITH THE RATE ALLOWED BY THE U.S. INTERNAL REVENUE SERVICE

On a motion made by Councilmember **Malone**, seconded by Councilmember **Wehner**, a resolution was adopted **authorizing a mileage reimbursement rate of \$.67 per mile for any mileage recorded on a personal motor vehicle used for Town business on or after January 1, 2024.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution number 2024-039***02A2024-15 RESOLUTION SCHEDULING A PUBLIC HEARING TO PROVIDE OPPORTUNITY FOR PUBLIC COMMENT ON IRONDEQUOIT'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)**

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Wehner**, a resolution was adopted **scheduling a public hearing at the regular meeting of March 19, 2024, at 7:35 p.m. to provide for public comment on the Irondequoit Community Development Block Grant (CDBG)**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-040

02A2024-16 RESOLUTION AUTHORIZING THE ACCEPTANCE OF COMPLIMENTARY ANNUAL PHYSICAL EXAMS, CORE VACCINATIONS, TESTING, AND PREVENTIVE MEDICATIONS FROM LAKESIDE ANIMAL HOSPITAL FOR THE IRONDEQUOIT POLICE DEPARTMENT K9 UNIT

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, a resolution was adopted **accepting complimentary annual physical exams, core vaccinations, testing and preventive medications from Lakeside Animal Hospital for the Irondequoit Police Department K9 Unit.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-041

02A2024-17 RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO CONTRACTS AND ACCEPTING FUNDING FOR DWI PROGRAMS

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, a resolution was adopted **approving and ratifying the contracts with Monroe County for receipt and use of NYS funding for the 2024 STOP DWI Program in the amount of \$10,727 and \$3,200 for the STOP DWI High Visibility Engagement Campaign Grant Program.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-042

02A2024-18 RESOLUTION AUTHORIZING ENTRY INTO AGREEMENT WITH WEGMANS FOOD MARKETS, INC. FOR IPD PRESENCE AT SUPERMARKET

On a motion made by Councilmember **Malone**, seconded by Councilmember **Wehner**, a resolution was adopted **authorizing and approving the Agreement with Wegmans with a term of one year from the date of execution, in substantially the form annexed as Exhibit A, and in such final form as approved by conflicts-counsel Eugene Welch of Tully Rinckey PLLC and authorizing the Supervisor or Acting Supervisor to execute the Agreement and all other documents related thereto.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-043

02A2024-19 RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) SPECIALLY BRED AND TRAINED K9 DOGS FOR THE TOWN OF IRONDEQUOIT POLICE DEPARTMENT K9 UNIT

On a motion made by Councilmember **Malone**, seconded by Councilmember **Wehner**, a resolution was adopted **authorizing the purchase of two (2) specially bred and trained K9 dogs from M.R. K9 Importing and Consulting in an amount of \$16,000.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-044

02A2024-20 RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE TOWN OF IRONDEQUOIT, THE IRONDEQUOIT POLICE DEPARTMENT AND GEORGE W. LONG, INC. d/b/a SEA BREEZE PARK

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, a resolution was adopted **authorizing and approving the Agreement with Sea Breeze in substantially the form annexed hereto as Attachment A, and in such final form as approved by the Town Attorney and authorizing the Supervisor and the Chief of Police to execute the Agreement and all other documents related thereto.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-045

02A2024-22 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) TRACK MOUNTED SIDEWALK TRACTOR PLOW WITH SNOW REMOVAL ATTACHMENTS TO BE USED BY THE DEPARTMENT OF PUBLIC WORKS

On a motion made by Councilmember **Malone**, seconded by Councilmember **Wehner**, a resolution was adopted **approving a purchase order in the amount of \$202,050 to Cyncon Equipment, Inc. for the purchase of one (1) 2023 model year Prinoth SW-50 tract mounted sidewalk plow tractor with snow removal attachments.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-046

02A2024-23 RESOLUTION DECLARING CERTAIN EQUIPMENT AS SURPLUS PROPERTY

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, a resolution was adopted **declaring said equipment as surplus and authorizing the Supervisor to execute and deliver such documentation as necessary to auction said equipment at the next appropriate municipal equipment auction.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-047

02A2024-24 RESOLUTION AWARDING BID FOR SENECA ROAD RECONSTRUCTION

On a motion made by Councilmember **Malone**, seconded by Councilmember **Wehner**, a resolution was adopted **awarding the bid for the Seneca Road Reconstruction Project to Keeler Construction in the amount of \$991,572.76.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-048

02A2024-25 RESOLUTION ACCEPTING GIFTS OF BENCHES

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, a resolution was adopted **accepting the gifts of a bench from Kathleen Merle and neighbors, Jennifer Diamond and the Thompson family.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-049

02A2024-26 RESOLUTION AUTHORIZING THE SUPERVISOR TO SIGN THE CALCULATION WORKSHEET FOR NEW YORK STATE SNOW & ICE FOR THE 2023-2024 SEASON

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, a resolution was adopted **authorizing the Supervisor to sign the estimated Expenditure Calculation/Adjustment Worksheet.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-050

02A2024-27 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) PATCH TRUCK TO BE USED BY THE DEPARTMENT OF PUBLIC WORKS

On a motion made by Councilmember **Malone**, seconded by Councilmember **Wehner**, a resolution was adopted **approving a purchase order in the amount of \$301,796 from Cyncon Equipment, Inc. for the purchase of one (1) 2024 model year Bergkamp FP5 Flameless Pothole Patcher.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-051

02A2024-28 RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO VARIOUS CONTRACTS WITH INDEPENDENT CONTRACTORS FROM LOCAL B-90 FOR STAFFING OF PARKING PERSONNEL, TICKET TAKERS AND TICKET SELLERS FOR VARIOUS TOWN SPECIAL EVENTS

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, a resolution was adopted **authorizing contracts with independent contractors from Local B-90 ushers and ticket takers for the services and authorizing the Supervisor to execute any and all necessary documents to enter into such contracts in such form as approved by the Town Attorney.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-052

02A2024-29 RESOLUTION FACILITATING THE PLANNING OF SPECIAL EVENTS

On a motion made by Councilmember **Malone**, seconded by Councilmember **Wehner**, a resolution was adopted **authorizing the Director of Recreation or her designee to negotiate and execute contracts for services at special events; determine in her discretion what is a good value for the Town; reschedule or move vendor services at her discretion; and provide a written report to the Supervisor by the first of each month detailing the status of any special events contracts.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-053

02A2024-30 RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE A COALITION INVOLVEMENT AGREEMENT WITH UPLIFT IRONDEQUOIT

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Malone**, a resolution was adopted **authorizing the Supervisor to enter a Coalition Involvement Agreement with Uplift Irondequoit to prevent and reduce youth substance abuse within the Town, in substantially such form as annexed hereto and as approved by the Town Attorney.**

UPON VOTING

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

Resolution Number 2024-054

02A2024-31 RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR SHAMROCK JACK’S RESTAURANT TO CONDUCT ITS ANNUAL ST. PATRICK DAY’S FESTIVAL

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, a resolution was adopted **approving the Special Event License for Shamrock Jack’s Restaurant to conduct its annual St. Patrick’s Day Festival from Monday, March 11, 2024 (equipment set up) through Sunday, March 18, 2024 (equipment take down), upon the condition that Shamrock Jack’s notifies all affected residents before the Festival.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-055

Upcoming Meetings:

Town Board Workshop Meeting: Monday, March 11, 2024 @ 4 PM
Regular Town Board Meeting: Tuesday, March 19, 2024 @ 7 PM

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the Regular Town Board Meeting was adjourned at 9:03 PM.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,

Latasha Elder, Deputy Town Clerk

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	Town Attorney
------------------------	---------------

Others in attendance included Chief of Police Scott Peters, Deputy Town Clerk Elder and Safety Officer Keith Kreiser.

Supervisor Evans called the meeting to order, Pledge was said and Roll Call taken by Deputy Town Clerk Elder at 11:00 a.m.

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, an Executive Session was called at 11:02 a.m. relating to the appointment, promotion, demotion, discipline or removal of a particular person or corporation.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

EXECUTIVE SESSION

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Wehner**, the Executive Session was adjourned at 12:23 p.m. and the Special Town Board was reconvened.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

ITEMS FOR BOARD ACTION:

02STB2024-1 RESOLUTION Authorizing the Appointment of an Assessor

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, a resolution was adopted **appointing Anthony Costanza to serve the remainder of the prior Assessor's term, which is set to expire September 30, 2025.**

Each Board member shared their thoughts and concerns regarding this appointment. Councilmember Malone still support it but still has questions. Supervisor Evans looked into the rumors and comments about Mr. Costanza and found nothing. Councilmember Wehner felt Mr. Costanza presented himself very well, was well prepared and will support this resolution.

UPON VOTING

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

Resolution Number 2024-056

02STB2024-2 RESOLUTION Regarding State Environmental Quality Review Act Compliance in the Matter of Rezoning Application for a portion of 1700 Hudson Avenue, Tax ID No. 091.07-1-96.2 from R-4 Residential to C-Business District.

On a motion made by **Malone**, seconded by Councilmember **Wehner**, a resolution was adopted **authorizing the adoption of a Negative Declaration and determining that no Environmental Impact Statement is required.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-057

02STB2024-3 RESOLUTION Approving an Application on the Matter of Rezoning a Portion of 1700 Hudson Avenue, Tax ID No. 091.07.1.96.2 from R-4 Residential to C-Business District

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, a resolution was adopted **approving the requested rezoning of a portion of 1700 Hudson Avenue, Tax ID No. 091.07.1.96.2 and adopting said Local Law 2 of 2024, amending the Official Zoning Map of the Town of Irondequoit.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-058

On a motion made by Councilmember **Malone**, seconded by Councilmember **Perticone**, the Special Town Board meeting was adjourned at 12:30 p.m.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,

Latasha Elder
Deputy Town Clerk

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION APPROVING A SPECIAL USE PERMIT FOR 5370 ST. PAUL BLVD
IN THE C-BUSINESS DISTRICT**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York, held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of March, 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, Fifth Frame Brewing Co. (the “Applicant”), applied for a Special Use Permit for the property located at 5370 St. Paul Blvd. (the “Property”), to operate a restaurant, eating establishment, or drinking establishment (grills, bar, etc.) with seating for more than 30 patrons (the “Project”) (a copy of the site plan is attached as **Attachment A**; a copy of the lease Letter of Intent is attached as **Attachment B**); and

WHEREAS, the Project is located in the C-Business District, and thus requires a special use permit pursuant to Town Code § 235-28 A (8), which states that “Restaurants or eating establishments, drinking establishments (grills, bars, etc.) with seating provided for more than 30 patrons, and outdoor entertainment provided in relation to such uses” are permitted only by Special Use Permit issued by the Town Board; and

WHEREAS, the Town Planning Board reviewed and discussed the Application at its meeting on February 26, 2024; and

WHEREAS, on February 27, 2024, the Town Planning Board issued comments and a report on the Application, recommending a positive referral for the Special Use Permit, with the findings this location previously operated as a bar and restaurant use with no issues; this will be a positive impact on the surrounding properties; the site access and services will remain the same; it is compatible with existing land use and zoning patterns within this area; and

WHEREAS, on March 19, 2024, at 7:37pm, the Town Board held a public hearing on the Application at the Irondequoit Town Hall, 1280 Titus Avenue, in the Town of Irondequoit, New York, as required by Town Law § Section 274-b, where the facts in support of the requested Special Use Permit were presented and where public input was received and thereafter the public hearing was closed (the “Public Hearing”).

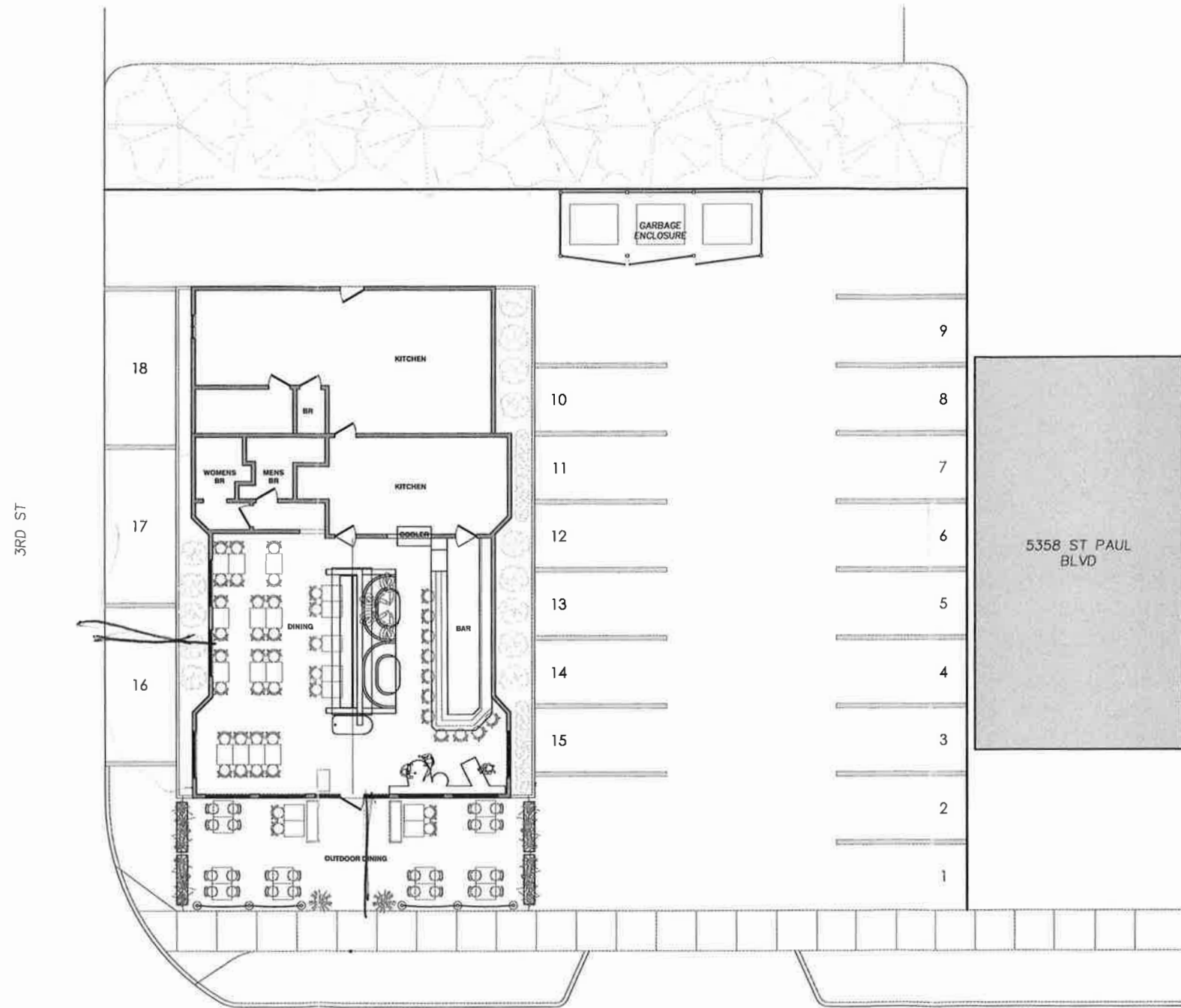
NOW THEREFORE BE IT RESOLVED, that, pursuant to the New York State Environmental Quality Review Act and its implementing regulations (collectively, “SEQRA”), the Special Use Permit is classified as a Type II Action pursuant to 6 NYCRR § 617.5(c)(9) (“construction or expansion of a primary or accessory/appurtenant, non-residential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities”) and 22 NYCRR § 617.5(c)(18) (“Reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds in section 617.4 of this Part”) , and therefore the Town Board determines that further environmental review pursuant to SEQRA is not required.

AND BE IT FURTHER RESOLVED, that the Town Board hereby approves a Special Use Permit for 5370 St. Paul Blvd in the C-Business District, to operate a restaurant, eating establishment, or drinking establishment (grills, bar, etc.) with seating for more than 30 patrons (the “Project”).

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	_____



1 SITE PLAN
SCALE: 1/8" = 1'-0"



34 ELTON ST
ROCHESTER NY 14607
www.fortifiedare.com
585-330-1746

THIS IS A SINGLE SHEET OF A
COHESIVE SET OF
CONSTRUCTION DOCUMENTS
(INCLUDING DRAWINGS &
SPECIFICATIONS)
INTERPRETATION OF THE
INFORMATION AS PRESENTED
SHOULD BE BASED ON THE
ENTIRE SET OF DOCUMENTS.

PROJECT TITLE:
FIFTH FRAME RENOVATION

5370 ST PAUL BLVD
ROCHESTER, NY 14617

PROJECT #: 053
ISSUE DATE: 01-11-2024
DRAWN BY: MTC
MANAGER: MTC

REVISIONS:

SHEET CONTENTS:
SITE PLAN

SHEET NO.:

A100

— DESIGN DEVELOPMENT —



SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

- NEW EXTERIOR APPLIED SIGNAGE OVER EXISTING GABLE END BUMP OUT. INTERNALLY ILLUMINATED OR DOWNLIGHT TBD W/ SIGN DESIGN.
- NEW WALL SCONCE GLOBE (TYP OF 2)
- NEW PAINT OVER EXISTING CLADDING. COLOR TBD
- NEW ALUMINUM STOREFRONT CASEMENT WINDOWS (4) TOTAL
- 6x6 STAINED P.T. TIMBER TRELLIS.
- PVC OR WOOD PAINTED SLAT BOARDS & PLANTER BOXES

fortified
34 ELTON ST
ROCHESTER NY 14607
www.fortifiedbre.com
585-330-1746

THIS IS A SINGLE SHEET OF A COHESIVE SET OF CONSTRUCTION DOCUMENTS (INCLUDING DRAWINGS & SPECIFICATIONS) INTERPRETATION OF THE INFORMATION AS PRESENTED SHOULD BE BASED ON THE ENTIRE SET OF DOCUMENTS.

PROJECT TITLE:
FIFTH FRAME RENOVATION

5370 ST PAUL BLVD
ROCHESTER, NY 14617

PROJECT #: 053
ISSUE DATE: 01-11-2024
DRAWN BY: MTC
MANAGER: MTC

REVISIONS:

SHEET CONTENTS:
EXTERIOR ELEVATIONS

SHEET NO.:
A200
-- DESIGN DEVELOPMENT --



3 EAST ELEVATION
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

34 ELTON ST
ROCHESTER NY 14607
www.fortifiedbre.com
585-330-1746

THIS IS A SINGLE SHEET OF A
COHESIVE SET OF
CONSTRUCTION DOCUMENTS
(INCLUDING DRAWINGS &
SPECIFICATIONS)
INTERPRETATION OF THE
INFORMATION AS PRESENTED
SHOULD BE BASED ON THE
ENTIRE SET OF DOCUMENTS.

PROJECT TITLE:
FIFTH FRAME RENOVATION

5370 ST PAUL BLVD
ROCHESTER, NY 14617

PROJECT #: 053
ISSUE DATE: 01-11-2024
DRAWN BY: MTC
MANAGER: MTC

REVISIONS:

SHEET CONTENTS:
EXTERIOR ELEVATIONS
(PHASE 2)

SHEET NO.:
A200b
— DESIGN DEVELOPMENT —



34 ELTON ST
ROCHESTER NY 14607
www.fortifiedbre.com
585-330-1746

THIS IS A SINGLE SHEET OF A
COHESIVE SET OF
CONSTRUCTION DOCUMENTS
(INCLUDING DRAWINGS &
SPECIFICATIONS)
INTERPRETATION OF THE
INFORMATION AS PRESENTED
SHOULD BE BASED ON THE
ENTIRE SET OF DOCUMENTS.

PROJECT TITLE:
FIFTH FRAME RENOVATION

5370 ST PAUL BLVD
ROCHESTER, NY 14617

PROJECT #: 053
ISSUE DATE: 01-11-2024
DRAWN BY: MTC
MANAGER: MTC

REVISIONS:

SHEET CONTENTS:
INTERIOR ELEVATIONS

SHEET NO.:
A300
-- DESIGN DEVELOPMENT --



fortified
34 ELTON ST
ROCHESTER NY 14607
www.fortifiedbre.com
585-330-1746

THIS IS A SINGLE SHEET OF A
COHESIVE SET OF
CONSTRUCTION DOCUMENTS
(INCLUDING DRAWINGS &
SPECIFICATIONS)
INTERPRETATION OF THE
INFORMATION AS PRESENTED
SHOULD BE BASED ON THE
ENTIRE SET OF DOCUMENTS.

PROJECT TITLE:
FIFTH FRAME RENOVATION

5370 ST PAUL BLVD
ROCHESTER, NY 14617

PROJECT #: 053
ISSUE DATE: 01-11-2024
DRAWN BY: MTC
MANAGER: MTC

REVISIONS:

SHEET CONTENTS:
INTERIOR ELEVATIONS

SHEET NO.:
A301
-- DESIGN DEVELOPMENT --



Fifth Frame Brewing
138 Joseph Ave
Rochester NY 14605

Lucerna Partners LLC
138 Joseph Ave.
Rochester NY, 14605
Jon Mervine
jon@fifthframe.co
Justin DaMore
justin@fifthframe.co

Dear Town of Irondequoit,

Lucerna Partners LLC ("the Company") would like to present this letter of intent to signify Fifth Frame Brewing Co.'s desire to develop, own and operate the location at 5370 St. Paul Blvd. Rochester NY. 14617, ("the restaurant"), as a fully functional restaurant and taproom.

Current proposed use of the property would include the re-opening of the pre-existing 'Summerville Grill' under hours which would include:

Monday 11:30am - 12:00 am
Tuesday 11:30am - 12:00 am
Wednesday 11:30am - 12:00 am
Thursday 11:30am - 12:00 am

Friday 11:30am - 2:00am
Saturday 11:30am - 2:00am
Sunday 10:00am - 12:00am

Renovation at the restaurant would be expected to start March 25, 2024 with completion by May 1st, 2024. Lucerna Partners LLC intends to complete renovations to the restaurant through various subcontractors.

Lucerna Partners LLC intends to modify the current exterior and enhance curb-appeal by replacing the existing awning and signage while enhancing the vista with larger exterior windows, and installing a pergola covering the designated patio space shown in the site plan for already existing outdoor seating. Other plans include cosmetic alterations to the current interior, and expanding ease of egress by means of demolition of existing vestibule. The Company also intends to provide additional privacy and protection through hardscaping between the patio and pedestrian walkway.

As of February 2, 2024 the Company requests Change of Use and Certificate of Occupancy approvals.

Sincerely,

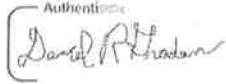
A handwritten signature in black ink, appearing to read "Jon Mervine", with a long horizontal flourish extending to the right.

Jon Mervine
Partner
Lucerna Partners LLC

To Whom It May Concern,

The property located at 5370 Saint Paul Blvd, Irondequoit, NY 14617 (also known as Summerville Grill) is currently under contract with Fifth Frame Brewing Company and should be closing very soon. For any other questions regarding this matter, feel free to contact me at (585) 733-1388 or email me at dg571@aol.com.

Best,

 Authentic

02/02/24

Dan Graden

Owner, Danbar LLC (Summerville Grill)

TRIPLE NET LEASE

Date: 2/1/24

Landlord: Lucerna Paretners LLC ("Lessor")

Landlord's Address: 5370 Saint Paul Boulevard, Rochester, New York 14617

Tenant: Fifth Frame Brewing Co. LLC.

Tenant's Address: 138 Joseph Avenue, New York 14605

Premises:

Approximate square feet: 2357 square feet

Street address/suite: 5370 Saint Paul Boulevard, Rochester, New York 14617

Property description: Tax ID # 263400-047-560-0001-051-000

Term (months): Initial term of 10 Years, 120 Months with an option to renew lease for additional 10 Years, 120 Months lease term.

Commencement Date: 2/1/24, 2024

Termination Date: 1/31/34, 2034

Base Rent (monthly): \$3,500.00 – Parties intend this lease to be a “triple net lease” where tenant will be responsible for all real property taxes, expenses to maintain common areas and insurance.

Security Deposit: ~~\$4000~~ 3500

Rent to Start 5/1, 2024

Permitted Use: Bar + Restaurant.

Base Rent Adjustment. Beginning one year from the Commencement Date, the Base Rent will be adjusted on each anniversary of the Commencement Date (the "Adjustment Date"). The adjustments in the Base Rent will be determined by multiplying the Base Rent specified in the lease ("Initial Base Rent") by a fraction of five percent (.05 %) and then increased annually by that same fraction multiplied by the prior year's rent.

- a. Landlord will notify Tenant of each adjustment to Base Rent no later than sixty days after

the Adjustment Date.

Tenant's Insurance: Tenant to carry private insurance pertaining to all property (Rental Insurance)

Landlord's Insurance: Landlord to hold Master Insurance policy

Tenant's Rebuilding Obligations: If the Premises are damaged by fire or other elements, Tenant will be responsible for repairing or rebuilding the following leasehold improvements:*[All partitions, walls, ceiling systems, wiring, light fixtures, floors, finishes, wall coverings, floor coverings, signs, doors, hardware, windows, window coverings, plumbing, heating, ventilating, and air-conditioning equipment, and other improvements in the Premises, whether installed by Landlord or Tenant]**[All partitions, walls, ceiling systems, wiring, light fixtures, floors, finishes, wall coverings, floor coverings, signs, doors, hardware, windows, window coverings, plumbing, heating, ventilating, and air-conditioning equipment, and other improvements originally installed in the Premises by Tenant]**[All improvements that are not building standard leasehold improvements. For purposes of this lease, building standard leasehold improvements are all partitions, walls, ceiling systems, wiring, light fixtures, floors, finishes, wall coverings, floor coverings, signs, doors, hardware, windows, window coverings, plumbing, heating, ventilating, and air-conditioning equipment, and other improvements preselected by Landlord for use throughout the Building

Seller's Holding Company: DanBar Holding, LLC, current record owner, shall hold lease at rate of \$1.00 per month until sale to Landlord herein is completed.

Definitions

"Essential Services" means utility connections reasonably necessary for occupancy of the Premises for the Permitted Use.

"Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Lienholder" means the holder of a deed of trust covering the Premises.

"Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

"Tenant" means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

Clauses and Covenants

A. Tenant agrees to:

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.
3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.
4. Pay monthly, in advance, on the first day of the month, the Base Rent to Landlord at Landlord's Address.
5. Pay a late charge of \$100.00 if the rent is not received by Landlord by the tenth day after it is due.
6. Obtain and pay for all utility services used by Tenant and not provided by Landlord. County Water will be paid by Landlord until the upgrade of Meters take place then the tenant will be responsible for the Water utility as well.
7. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.
8. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear accepted.
9. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.
10. If requested, deliver to Landlord a financing statement perfecting the security interest created by this lease.
11. Vacate the Premises on the last day of the Term.
12. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LIENHOLDER HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR**

STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.

B. Tenant agrees not to -

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a nuisance.
3. Permit any waste.
4. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.
5. Change Landlord's lock system.
6. Alter the Premises without approvals other than Exhibit A.
7. Allow a lien to be placed on the Premises.
8. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord agrees to -

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Provide the Essential Services.
3. Repair, replace, and maintain the (a) roof, (b) foundation, and (c) structural soundness of the exterior walls, excluding windows and doors.
4. Return the Security Deposit to Tenant, less itemized deductions, if any, within 30 days after the last day of the term.

D. Landlord agrees not to -

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted. Agreement has been made regarding improving the premises please refer to Exhibit A

2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

3. *Insurance.* Tenant and Landlord will maintain the respective insurance coverages described in the attached Insurance Addendum.

4. *Release of Claims/Subrogation.* LANDLORD AND TENANT RELEASE EACH OTHER AND LIENHOLDER FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.**

5. *Casualty/Total or Partial Destruction*

a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant will, at its expense, replace any of its damaged furniture, fixtures, and personal property and restore any leasehold improvements that are within Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice to

Landlord before Landlord completes Landlord's restoration obligations.

b. If Landlord cannot complete the portion of the restoration for which Landlord is responsible within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant in writing of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord in writing within ten days from receipt of Landlord's estimate. If Tenant does not notify Landlord timely of Tenant's election to terminate this lease, the lease will continue and Landlord will restore the Premises as provided in a. above.

c. To the extent the Premises are untenable after the casualty, the Rent will be adjusted as may be fair and reasonable.

6. *Condemnation/Substantial or Partial Taking*

a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

7. *Uniform Commercial Code.* Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This lease is a security agreement under the Uniform Commercial Code.

8. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

9. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service for thirty days after default, terminate this lease.

10. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

11. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.
12. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.
13. *Security Deposit.* If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.
14. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.
15. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.
16. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.
17. *Venue.* Exclusive venue is in the county in which the Premises are located.
18. *Entire Agreement.* This lease*[, together with the attached exhibits and riders,]* is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.
19. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.
20. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

21. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

22. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

23. *Subordination.* Landlord subordinates its security interest and liens to purchase-money security interests in Tenant's personal property.

24. *Advertisement of Premises.* During the last sixty days of the Term, Landlord may place a sign on the Premises advertising the Premises for rent or sale.

25. *Expansion Option.* Tenant has the option to lease the expansion space identified in the expansion space rider. Tenant may exercise the option by giving Landlord the prior written notice described in the expansion space rider. Tenant will lease the expansion space for the rent stated in the expansion space rider. The expansion space will be accepted in "AS IS" condition with any tenant improvements to be at the expense of Tenant. The expansion space will become part of the Premises and be subject to all the terms of this lease.

26. *Extension Option.* Tenant has the option to extend the Term as provided in the attached extension option rider.

27. *Waiver of Property Tax Protest Rights.* Tenant waives all rights to protest the appraised value of the Premises or to appeal the same and all rights to receive notices of reappraisal as set forth in the applicable sections of the tax code where the Premises is located.

28. *Asbestos.* Buildings or structures located on the Premises may contain asbestos-containing material or presumed asbestos-containing material as defined by OSHA regulations. Tenant has inspected the Premises and conducted such tests and inspections as Tenant deems necessary or desirable. Tenant will provide Landlord with copies of all such test results and inspections. Tenant will comply with all rules and regulations relating to asbestos in performing any maintenance, housekeeping, construction, renovation, or remodeling of the premises, and Tenant will bear all costs related to removal and disposal of asbestos from the Premises.

29. *Hazardous Materials and Indemnification.* A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal or cleanup. Landlord

hereby represents and warrants that (a) as of the date of this Lease it has no knowledge of any Hazardous Materials located in, on, or under the Property, the Building or the Premises, (b) Landlord has provided Tenant with a copy of all tests and reports that Landlord has conducted prior to the date of this Lease which relate to the existence of Hazardous Materials (including, without limitation, a Phase 1 Study if applicable), and (c) Landlord has not received any notices or other notifications from any governmental entity that the Property, the Building or the Premises is in violation of any environmental law. In the event that a Hazardous Material of whatever kind or nature and wherever located, including, but not limited to, soil, water, building components, above ground or below ground storage containers is found to be present at the premises, the Building, or the Property, then so long as the presence of such Hazardous Material is not the fault of Tenant, or Tenant's employees, agents, contractors, or invitees, Landlord will assume full responsibility and liability for treatment of same in accordance with all applicable Laws.

At time of commencement and through the lease term, Tenant will be responsible for any Hazardous spills, or Environmental Issues created by the Tenant. Landlord must be notified in writing of any Hazardous issues.

LANDLORD:



Date:

2/1/24

Witness:



TENNANT:



Date:

2/1/24

Witness:



HOLDING COMPANY:

Date:

Witness:

Exhibit A

PROPERTY LEGAL DESCRIPTION

Exhibit B

Standard Leasehold Improvements

The standard leasehold improvements are described as follows:

Landlord and Tenant agree to the following:

Tenant will be providing at their cost:

1. Paint;
2. New Carpeting throughout building;
3. Men's bathroom in shop - expand to include a sink, tile floor and new fixtures;
4. Women's bathroom - tile floor and replace fixtures;
5. Landscaping and Parking Lot (remediate);
6. Conference room (put in wall and door) - this is the open area by the reception desk; and
7. Banister/railings - tear out old and put in new.

Additional Options:

1. Option of building out the office area (2 floors) into the shop area sometime through the lease term with renderings and approvals from the Landlord;
2. Landlord agrees 2/3 of the sign space outside the building (replace Killian sign with the Environmental and Snowplowing sign area) at Tenants cost and it is not backlit;
3. Landlord agrees with the placing a Killian sign on the side of the building, Tenant is responsible for permits and approvals by Town;
4. Landlord will allow access to the building as soon as the lease is signed so improvements can start;
5. HVAC / Plumbing / Hot Water Tank, etc (replacement, repair, etc) -covered by the owner with exception if the Tenant expands or modifies the space and therefore demands a larger system, the Tenant is responsible to make adequate at their cost.
6. First right to purchase the property if owner decides to sell; Keller Williams Realty Greater Rochester will facilitate the sale at the time of commencement.

Other items:

1. Snowplowing and Lawn care are to be the Tenants Responsibility through the lease term
2. Tenant is responsible for monthly rent and all utilities
3. Gate - is it secured by Padlock and keys will be provided by Landlord
9. Items inside the building can stay but are considered property of Killian and can be used or disposed of at any time, excluding any work benches in the Garage area. Those are the property of the Landlord. If the Tenant would like them removed at any time they may request so in writing.



a town for a lifetime
IRONDEQUOIT *New York*

TO: The Honorable Town Board

FROM: Michelle Nichols, Planning & Zoning

DATE: February 27, 2024

SUBJECT: **SPECIAL USE PERMIT – 5370 St. Paul Blvd**

At their regularly scheduled meeting on Monday, February 26, 2024, the Planning Board reviewed the matter by Fifth Frame Brewing Company, for a Special Use Permit, to operate a restaurant, eating establishment, or drinking establishment with seating for more than 30 patrons, on premises 5370 St. Paul Blvd, in a C-Business District.

On Motion by Board Member Dan Yanosh; Seconded by Board Member Shelly Haefner; Motion Carried: 6 Aye, 0 Nay, 1 Absent, 0 Abstained.

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

- 1. This location previously operated as a bar & restaurant use with no issues.***
- 2. Will be a positive impact on surrounding properties.***
- 3. The site access and services will remain the same.***
- 4. It is compatible with existing land use and zoning patterns within this area.***

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION APPROVING A SPECIAL USE PERMIT FOR 300 ST. JOSEPH
STREET IN THE R-R RURAL RESIDENTIAL DISTRICT**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York, held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of March, 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans

Ann Cunningham

Grant Malone

John Perticone

Peter Wehner

Town Supervisor

Town Board Member

Town Board Member

Town Board Member

Town Board Member

Harter Secrest & Emery LLP

Attorney for the Town

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

WHEREAS, Scott & Sandi Miller applied for a Special Use Permit for the property located at 300 St. Joseph Street (the “Property”) (application attached hereto as **Attachment A**); and

WHEREAS, the Project is located in the R-R Rural Residential District, and thus requires a special use permit pursuant to Town Code § 235-8 B(1)(d) “Conditional Uses;” and

WHEREAS, the Town Planning Board reviewed and discussed the Application at its meeting on February 26, 2024; and

WHEREAS, on February 27, 2024, the Town Planning Board issued comments and a report on the Application, recommending a positive referral for the Special Use Permit, with the findings that the construction of the in-law unit will enhance the current features on the property; the granting of the Special Use Permit will not have a negative impact on surrounding properties; continuing to carry on the family history and legacy of the property is a great benefit; and there will be no impacts to emergency services (a copy of the Referral Report is attached as **Attachment B**); and

WHEREAS, on March 19, 2024, at 7:37pm, the Town Board held a public hearing on the Application at the Irondequoit Town Hall, 1280 Titus Avenue, in the Town of Irondequoit, New York, as required by Town Law § Section 274-b, where the facts in support of the requested Special Use Permit were presented and where public input was received and thereafter the public hearing was closed (the “Public Hearing”).

NOW THEREFORE BE IT RESOLVED, that pursuant to the New York State Environmental Quality Review Act and its implementing regulations (collectively, “SEQRA”), the Special Use

Permit is classified as a Type II Action pursuant to 6 NYCRR § 617.5(c)(11) (“construction or expansion of a single-family, a two-family or a three-family residence on an approved lot including provision of necessary utility connections as provided in paragraph (13) of this subdivision and the installation, maintenance or upgrade of a drinking water well or a septic system, or both, and conveyances of land in connection therewith”), and therefore the Town Board determines that further environmental review pursuant to SEQRA is not required.

AND BE IT FURTHER RESOLVED, that the Town Board hereby approves the Special Use Permit for 300 St. Joseph Street in the R-R Rural Residential District, for the construction of one additional in-law dwelling unit on the property.

This resolution shall take effect immediately.

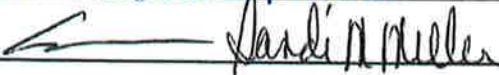
Seconded by the Town Board Member _____ and duly put to vote, which resulted as follows:

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



a town for a lifetime
IRONDEQUOIT *New York*

PROJECT ADDRESS 300 St. Joseph St.
TOTAL AREA OF PROJECT SITE ≈ 768 sq ft
TAX ID NO. 061.18-1-1 ZONING DISTRICT RR
PROPERTY OWNER (Print) Scott + Sandi Miller PHONE 585-467-0381
ADDRESS 300 St. Joseph St. ZIP CODE 14617
E-MAIL ADDRESS sm4670381@gmail.com FAX NO. 585-467-0381
APPLICANT (Print) Scott + Sandi Miller PHONE 585-721-2538-c
ADDRESS 300 St Joseph St ZIP CODE 14617
E-MAIL ADDRESS sm4670381@frontiernet.net FAX NO. —
AGENT — PHONE —
ADDRESS — ZIP CODE —
E-MAIL ADDRESS — FAX NO. —
DESCRIPTION OF PROJECT Build in-law apartment by constructing an addition onto an existing accessory building.

APPLICANT OR AGENT (PRINTED): Scott + Sandi Miller
APPLICANT OR AGENT (SIGNATURE(S)):  DATE 1-29-24

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

FEE \$ 500.00 DATE APPLICATION RECEIVED: 1-30-2024

Application Meeting/Public Hearing Dates

Application Accepted and Required Referral(s) Issued: N/A

Public Hearing Date (Please note: more than one hearing date may be required): 3-19-2024

Planning Board Referral (if required): 2-26-2024

Other Required Dates (if required) Getting the PH = 2-20-2024

Scott & Sandi Miller
300 St. Joseph Street
Rochester, NY 14617

LETTER OF TRANSMITTAL

TO: Ms. Michelle Nichols
Town of Irondequoit
Zoning Board of Appeals
1280 Titus Avenue
Rochester, New York 14617

RE: Application Package – Special Use Permit
Construction of an In-Law Apartment
300 St. Joseph Street, Irondequoit, NY

WE ARE SENDING YOU: X ATTACHED UNDER SEPARATE COVER
THE FOLLOWING ITEMS:

The original and 14 copies (15 total) of the above-referenced package, and a check for the application fee.

REMARKS:

Dear Michelle:

As required, the attached packages include:

1. Letter of Intent
2. Completed Town Board application form
3. Proof of ownership (copy of tax bill)
4. Two copies of an easement (RG&E) for the property
5. Completed Short Environmental Assessment Form
6. Survey Map of the property
7. Concept Plan for the in-law apartment

If there are any questions, please do not hesitate to contact Sandi at 721-2558/sm4670381@gmail.com; or Scott at 467-0381/sm4670381@frontiernet.net. Thank you for your assistance.

DATED: January 30, 2024

SIGNED: Scott and Sandi Miller

Scott and Sandi Miller
300 St. Joseph Street
Rochester, New York 14617

January 30, 2024

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

Re: Letter of Intent
Construction of an In-Law Apartment
300 St. Joseph Street
Irondequoit, NY

Dear Sir or Madam:

This serves as a Letter of Intent to build an in-law apartment at the above-referenced property. This property totals six acres; is located in the RR Zoning District; is improved with multiple buildings, including two single-family residences; and the Property Class Code assigned to the parcel is "Residential Multiple (280)". This property has been in the Miller family since 1894, and our grandchildren will be the sixth generation to live on the property.

We currently reside in the original farm house that is located over 100 yards off the road (built in approximately the 1840s); and our 85-year old mother/mother-in-law currently resides in the split-level house (built in approximately 1960) that is located near the road. Due to her age and the safety concerns associated with her need to navigate the multiple sets of stairs, the split-level house is no longer conducive for her residency. Our intent is for our mother/mother-in-law to move into the in-law apartment, and for our daughter and her three children to move into the split-level ranch, thereby continuing to keep the property inhabited solely by members of our family.

Our intent is to build the in-law apartment by renovating an existing accessory building that is located behind the original farm house, and constructing an addition onto this building. The current accessory building is approximately 16' x 18' (~288 sq. ft.), and the proposed addition will be about 16' x 30' (~480 sq. ft.), for a total of ~768 sq. ft. The proposed in-law apartment will be one-story and will contain a kitchen, living room, one bathroom, one bedroom, and laundry facilities.

If there are any questions or additional information is needed, do not hesitate to contact us.
Thank you.

Regards,



Scott A. and Sandi M. Miller
(585) 467-0381 / sm4670381@frontiernet.net (Scott)
(585) 721-2558 / sm4670381@gmail.com (Sandi)

Short Environmental Assessment Form **Part 1 - Project Information**

Instructions for Completing

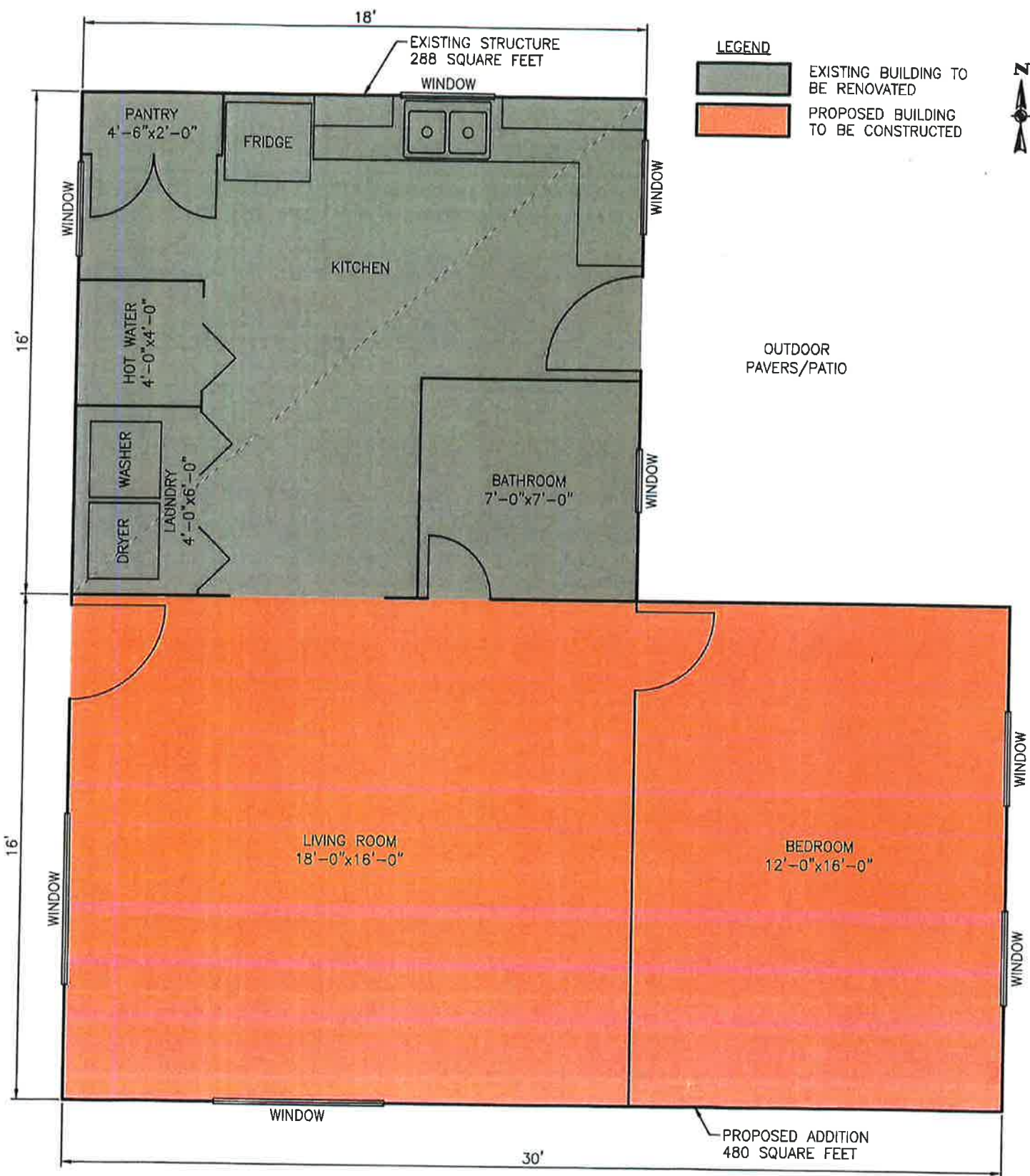
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. 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: <i>Build an in-law apartment by constructing an addition onto an existing accessory building.</i>			
Project Location (describe, and attach a location map): <i>300 St. Joseph St.</i>			
Brief Description of Proposed Action: <i>Renovations to an existing accessory building & an addition onto the same building to make an in-law apartment. Current building is about 16' x 18' (=288 sq ft) & addition will be about 16 x 30' (480 sq ft) for a total size of =768 sq ft. One-story, one bedroom, kitchen, living room, one bath, laundry.</i>			
Name of Applicant or Sponsor: <i>Scott & Sandi Miller</i>		Telephone: <i>585-467-0381</i>	
		E-Mail: <i>smiller@daymail.net</i>	
Address: <i>300 St. Joseph St.</i>			
City/PO: <i>Rochester</i>	State: <i>NY</i>	Zip Code: <i>14617</i>	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO YES
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?			NO YES
If Yes, list agency(s) name and permit or approval: <i>Town of Irondequoit only</i>			☐ ☒
3. a. Total acreage of the site of the proposed action?		<i>6.0</i>	acres
b. Total acreage to be physically disturbed?		<i>= 0.01</i>	acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		<i>6.0</i>	acres
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			

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

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? <i>Site is within a NYS Area of "Rare Plants or Animals"; however, none exist on project site.</i>	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? If Yes,	NO	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: <u>Scott & Sandi Miller</u> Date: _____		
Signature: <u>Sand Miller</u> Title: <u>Owners</u>		



CONCEPT PLAN IN-LAW APARTMENT
300 ST. JOSEPH STREET

SCALE: 1/4"=1'-0"



DATE: JANUARY 16, 2024



BARBARA GENIER, RECEIVER OF TAXES
TOWN OF IRONDEQUOIT
1280 TITUS AVE.
ROCHESTER, NY 14617

Page 1 of 1

Property Tax Information

2024 Combined Town and County Tax Bill



263400 061.18-1-1
Miller Scott
Miller Sandi
300 St Joseph St
Rochester, NY 14617

Fiscal Year
1/1/2024 - 12/31/2024

Warrant Date
12/29/2023

Parcel ID
263400 061.18-1-1

Account No.
167306

Estimated State Aid
CNTY 278,785,608
TOWN 2,400,410

Address
300 St Joseph St
Irondequoit

Class
Res Multiple

School
W Irondequoit Cent

Roll Sect
1 RS-1

Parcel Size
6.00 ACRES

Bank Code

Full Market Value

AS OF 7-1-22 419,000

Mortgage No.

Total Assessed Value

419,000

Uniform % of Value

100.00

If your taxes are paid with your mortgage, please forward this bill to your mortgage company.

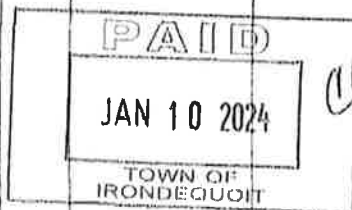


If using your online banking system, please use your account number

167306

Exemptions	Value	Purpose	Exemptions	Value	Purpose	Exemptions	Value	Purpose
------------	-------	---------	------------	-------	---------	------------	-------	---------

Levy Description	Total Tax Levy	% Chg Prior Year	Value/Usage	Rate	Amount
COUNTY BUDGET					2,792.9
SALES TAX CREDIT - IRONDEQUOIT				6.665840	-506.6
SALES TAX ADJUSTMENT 2023			-419,000.00	1.209055	-21.6
NET AMOUNT DUE FOR BUDGET	22,223,854	-3.0	419,000.00	1.000000	2,286.3
				5.456785	
COUNTY SERVICES- LOCALITIES	3,080,598	18.8	419,000.00	.756402	316.93
IRONDEQUOIT TOWN TAX	19,207,702	5.5	419,000.00	4.655252	1,950.55
SPECIAL DISTRICTS:					
St Paul Blvd FireDis	4,899,386	9.9	419,000.00	2.693227	1,128.46
PW 2 Capital Crg			0.00		1.00
Consolidated Drain			8.00	6.924498	55.40



Make Checks Payable To:
BARBARA GENIER, TAX RECEIVER
MAIL PAYMENTS TO:
1280 TITUS AVE
ROCHESTER, NY 14617

To Pay in Person:
IROND TOWN HALL M-F 8:30-4:30
1280 TITUS AVE (585) 336-6050
DROP BOX IN REAR OF BUILDING
PAY ONLINE AT:
WWW.MONROECOUNTY.GOV

Summary

COUNTY BUDGET	2,792.99
SALES TAX CREDIT	-506.60
COUNTY SERVICES TO LOCALITIES	316.93
TOWN TAXES	1,950.55
OTHER	1,163.18

Total 5,717.05

DUE FEB 10, 2024

EASEMENT

In consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, CHARLES A. MILLER AND DOROTHY M. MILLER, 300 St. Joseph Avenue, in the Town of Irondequoit, Monroe County, New York, "Grantors", do hereby give, grant and convey unto ROCHESTER GAS AND ELECTRIC CORPORATION, a New York corporation, 89 East Avenue, in the City of Rochester, Monroe County, New York, and ROCHESTER TELEPHONE CORPORATION, a New York corporation, 100 Midtown Plaza, in the City of Rochester, Monroe County, New York, their respective successors and assigns, "Companies", and "First Company" and "Second Company" respectively, a permanent easement to, from time to time, lay, construct, reconstruct, erect, relocate, repair, increase, enlarge, raise, lower, replace, protect, operate, and remove, in, upon, over, under, above, across, along and through premises known as a parcel of land located on the east side of St. Joseph Avenue, situate in Town Lot 7, Township 14, Range 7, Town of Irondequoit, Monroe County, New York, being the same premises described in a Deed recorded in Monroe County Clerk's Office in Liber 3276 of Deeds at Page 10, as more particularly described hereinafter, the facilities, and for the purposes, set forth as follows:

A. Any and all poles, lines of poles, supporting structures, cables, crossarms, guys, braces, wires, conduits, and all other appurtenances and fixtures adaptable to the present or future needs, uses, or purposes of Companies for (a) the transmission and distribution of electricity for any purpose by First Company, and (b) telephone and other communication purposes by Second Company, the easement premises therefor being more particularly described hereinafter.

B. Any and all conduits, tunnels, manholes, wires, cables, meters, transformers, switching equipment, and all other appurtenances and

C. Any and all mains, pipes, regulators, valves, vaults, meters, manholes, services, and all other appurtenances and fixtures adaptable to the present or future needs, uses, or purposes of First Company for the underground transmission and distribution of gas for any purpose by First Company, the easement premises therefor being more particularly described hereinafter. However, manholes and valves may be at or above ground within said easement premises.

The easement premises for all of the foregoing are more particularly described as follows:

A strip of land fifteen (15) feet in width whose centerline is described as follows: Beginning at a point on the east highway line of St. Joseph Avenue 125 feet north of the south boundary line of said parcel, thence easterly parallel to said south boundary line for a distance of 280' to a point.

The Companies, by their employees, servants, agents, and contractors, shall have the right to enter upon the easement and adjacent premises, and to utilize the same, whenever necessary for the exercise of the rights and privileges granted hereunder.

Together with the right, but not the duty, to trim, cut, and remove at any time such growth or objects, of any nature, as, in the reasonable opinion of either Company, may interfere with, obstruct, or endanger the rights and privileges granted herein to, or the facilities of, such Company.

This grant is made and accepted upon the express conditions that after any exercise of the rights and privileges granted hereunder, the Companies shall leave the premises in as good condition as found, and that the Companies shall make reasonable compensation to the Grantors for any damage (except as permitted specifically hereunder) to the property of Grantors

STATE OF)
) SS.
COUNTY OF)

On this _____ day of _____, 19____, before me, the
subscriber, personally appeared CHARLES A. MILLER AND DOROTHY M. MILLER to me
personally known and known to me to be the same persons described in and who
executed the within instrument, and they severally acknowledged to me that
they executed the same.

EASEMENT

In consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, CHARLES A. MILLER AND DOROTHY M. MILLER, 300 St. Joseph Avenue, in the Town of Irondequoit, Monroe County, New York, "Grantors", do hereby give, grant and convey unto ROCHESTER GAS AND ELECTRIC CORPORATION, a New York corporation, 89 East Avenue, in the City of Rochester, Monroe County, New York, and ROCHESTER TELEPHONE CORPORATION, a New York corporation, 100 Midtown Plaza, in the City of Rochester, Monroe County, New York, their respective successors and assigns, "Companies", and "First Company" and "Second Company" respectively, a permanent easement to, from time to time, lay, construct, reconstruct, erect, relocate, repair, increase, enlarge, raise, lower, replace, protect, operate, and remove, in, upon, over, under, above, across, along and through premises known as a parcel of land located on the east side of St. Joseph Avenue, situate in Town Lot 7, Township 14, Range 7, Town of Irondequoit, Monroe County, New York, being the same premises described in a Deed recorded in Monroe County Clerk's Office in Liber 3276 of Deeds at Page 10, as more particularly described hereinafter, the facilities, and for the purposes, set forth as follows:

A. Any and all poles, lines of poles, supporting structures, cables, crossarms, guys, braces, wires, conduits, and all other appurtenances and fixtures adaptable to the present or future needs, uses, or purposes of Companies for (a) the transmission and distribution of electricity for any purpose by First Company, and (b) telephone and other communication purposes by Second Company, the easement premises therefor being more particularly described hereinafter.

B. Any and all conduits, tunnels, manholes, wires, cables, meters, transformers, switching equipment, and all other appurtenances and

C. Any and all mains, pipes, regulators, valves, vaults, meters, manholes, services, and all other appurtenances and fixtures adaptable to the present or future needs, uses, or purposes of First Company for the underground transmission and distribution of gas for any purpose by First Company, the easement premises therefor being more particularly described hereinafter. However, manholes and valves may be at or above ground within said easement premises.

The easement premises for all of the foregoing are more particularly described as follows:

A strip of land fifteen (15) feet in width whose centerline is described as follows: Beginning at a point on the east highway line of St. Joseph Avenue 125 feet north of the south boundary line of said parcel, thence easterly parallel to said south boundary line for a distance of 280' to a point.

The Companies, by their employees, servants, agents, and contractors, shall have the right to enter upon the easement and adjacent premises, and to utilize the same, whenever necessary for the exercise of the rights and privileges granted hereunder.

Together with the right, but not the duty, to trim, cut, and remove at any time such growth or objects, of any nature, as, in the reasonable opinion of either Company, may interfere with, obstruct, or endanger the rights and privileges granted herein to, or the facilities of, such Company.

This grant is made and accepted upon the express conditions that after any exercise of the rights and privileges granted hereunder, the Companies shall leave the premises in as good condition as found, and that the Companies shall make reasonable compensation to the Grantors for any damage (except as permitted specifically hereunder) to the property of Grantors

STATE OF)
COUNTY OF) SS.

On this _____ day of _____, 19____, before me, the
subscriber, personally appeared CHARLES A. MILLER AND DOROTHY M. MILLER to me
personally known and known to me to be the same persons described in and who
executed the within instrument, and they severally acknowledged to me that
they executed the same.



a town for a lifetime
IRONDEQUOIT *New York*

TO: The Honorable Town Board

FROM: Michelle Nichols, Planning & Zoning

DATE: February 27, 2024

SUBJECT: **SPECIAL USE PERMIT – 300 St. Joseph Street**

At their regularly scheduled meeting on Monday, February 26, 2024, the Planning Board reviewed the matter by Scott & Sandi Miller, for a Special Use Permit, to construct one additional in-law dwelling unit, on premises 300 St. Joseph Street, in a R-R Rural Residential District.

On Motion by Board Member Allan Richards; Seconded by Board Member Dan Yanosh;
Motion Carried: 6 Aye, 0 Nay, 1 Absent, 0 Abstained.

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

- 1. The construction of the in-law unit will enhance the current features on the property.***
- 2. The granting of a Special Use Permit will not have a negative impact on surrounding properties.***
- 3. Continuing to carry on the family history and legacy of the property is a great benefit.***
- 4. No impacts to emergency services.***

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE TEMPORARY APPOINTMENT OF AN ACTING
TOWN CLERK AND RECEIVER OF TAXES**

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 19th day of March 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans
Ann Cunningham
Grant Malone
John Perticone
Peter Wehner

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

Harter Secrest & Emery LLP

Attorney for the Town

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

WHEREAS, Barbara Genier has served as the Town Clerk and Receiver of Taxes since July 2006, and will retire at the end of this Month; and

WHEREAS, Latasha Elder has served as the Deputy Town Clerk since June 2023, and given Mrs. Genier’s retirement, should serve as the acting Town Clerk and Receiver of Taxes.

NOW THEREFORE BE IT RESOLVED that the Town Board approves the appointment of Latasha Elder as the Acting Town Clerk and Receiver of Taxes, to be paid an annual salary of \$77,290.00, which shall be evenly drawn from budget codes 001.1410.0100.1100 and 001.1330.100.1100.

This resolution shall take effect immediately.

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

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

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

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of March, 2024, at 7:00 p.m. local time, there were

PRESENT:

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

Harter Secrest & Emery LLP	Attorney for the Town
----------------------------	-----------------------

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

WHEREAS, due to a retirement, there is a vacancy in the Police Department for a Police Captain; and

WHEREAS, by Resolution No. 2023-139, Andrew Whitaker was appointed provisional Police Captain in June of 2023,

WHEREAS, Captain Whitaker has since taken the Police Captain Examination; and

WHEREAS, per Civil Service guidelines, the certified list has been established and Captain Whitaker is immediately reachable on this list; and

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the permanent appointment of Andrew Whitaker as a Police Captain, to be paid an annual salary of \$158,697.25, which shall be drawn from budget code 001.3120.0100.1100.

This resolution shall take effect immediately.

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

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

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE TRANSFER OF A POLICE OFFICER TO THE
IRONDEQUOIT POLICE DEPARTMENT**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of March, 2024, at 7:00 p.m. local time, there were

PRESENT:

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

Harter Secrest & Emery LLP	Attorney for the Town
----------------------------	-----------------------

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

WHEREAS, there is a vacancy in the Police Department for a Police Officer; and

WHEREAS, Joel Hulme, who is currently a police officer in the Warsaw Police Department, has expressed an interest in working for the Irondequoit Police Department; and

WHEREAS, Officer Hulme was interviewed by a committee from the Irondequoit Police Department; and

WHEREAS, upon consideration of all application materials, the Chief of Police recommends that the Town Board approve an offer of employment to Mr. Hulme; and

WHEREAS, the Civil Service Commission approved this transfer at its March 7th meeting.

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the transfer of Joel Hulme with a starting annual salary of \$75,376.00, which shall be drawn from budget code 001.3120.0100.1100.

This resolution shall take effect immediately.

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

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

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE PERMANENT APPOINTMENT OF A POLICE
LIEUTENANT**

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 19th day of March, 2024, at 7:00 p.m. local time, there were

PRESENT:

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

Harter Secrest & Emery LLP	Attorney for the Town
----------------------------	-----------------------

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

WHEREAS, there is a vacancy for a Lieutenant in the Irondequoit Police Department; and

WHEREAS, by Resolution No. 2023-219, Joseph Coon was appointed temporary Police Lieutenant in September of 2023,

WHEREAS, Lieutenant Coon has since taken the Police Captain Examination; and

WHEREAS, per Civil Service guidelines, the certified list has been established and Lieutenant Coon is immediately reachable on this list.

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the permanent appointment of Joseph Coon to Police Lieutenant in the Irondequoit Police Department, to be paid an annual salary of \$124,693.00, which shall be drawn from budget code 001.3120.0100.1100.

This resolution shall take effect immediately.

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

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

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE PROVISIONAL APPOINTMENT OF AN OFFICE CLERK
IV IN THE IRONDEQUOIT TOWN CLERK’S OFFICE**

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 19th day of March 2024, at 7:00 p.m. local time, there were

PRESENT:

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

Harter Secrest & Emery LLP	Attorney for the Town
----------------------------	-----------------------

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

WHEREAS, there is a vacancy in the Town Clerk’s Office for an Office Clerk IV; and

WHEREAS, per Civil Service guidelines, the certified list has been canvassed and exhausted, the interview committee conducted interviews and recommends the appointment of Chase Stokes to the position of Office Clerk IV; and

WHEREAS, Chase Stokes will have to participate in the Monroe County Civil Service examination for Office Clerk IV when it is scheduled and must score within the top three.

NOW THEREFORE BE IT RESOLVED that the Town Board approves the appointment of Chase Stokes as an Office Clerk IV, to be paid \$18.00 per hour, which shall be paid from budget code 001.1410.0100.1100.

This resolution shall take effect upon date of hire.

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

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

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE PERMANENT APPOINTMENT OF 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 19th day of March 2024, at 7:00 p.m. local time, there were

PRESENT:

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

Harter Secrest & Emery LLP	Attorney for the Town
----------------------------	-----------------------

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

WHEREAS, there is a need for a Custodian in the Building Maintenance Department; and

WHEREAS, Stephen McDaniels has held the title of Light Laborer since August 2015 and has taken and passed the Civil Service examination for Custodian; and

WHEREAS, the list has been canvassed and Mr. McDaniels has expressed interest in this promotion.

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the permanent appointment of Stephen McDaniels as a Custodian, to be paid an hourly salary of \$18.76, which shall be drawn from budget code 001.7110.0100.1100.7148.

This resolution shall take effect immediately.

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

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

**EXTRACT OF THE MINUTES OF A MEETING OF TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING A SERIES OF BALANCED APPROPRIATION
TRANSFERS WITHIN SEVERAL FUNDS OF THE 2023 OPERATING 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 19th day of March, 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 Town Board has received the attached summary of recommended appropriation transfers for 2023, a copy of which is attached hereto as **Attachment A** and made a part hereof; and

WHEREAS, the transactions are necessary prior to closing the 2023 operating budget accounts; and

WHEREAS, the transactions are balanced within each operating fund.

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the series of appropriation transfers for the 2023 operating budget as summarized on **Attachment A**.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board Member _____ and duly put 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

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
General Fund								
Town Board								
Salaries & Wages	001	1010	1		5			
Equipment			2					
Supplies & services			4	800				
Employee Fringe Benefits			8	3,300				
						4,100	5	4,095
Supervisor								
Salaries & Wages	001	1220	1		71,070			
Equipment			2					
Supplies & services			4	2,935				
Employee Fringe Benefits			8		760			
						2,935	71,830	-68,895
Comptroller								
Salaries & Wages	001	1315	1		26,325			
Equipment			2					
Supplies & services			4	210				
Employee Fringe Benefits			8	17,765				
						17,975	26,325	-8,350
Auditor								
Supplies & services	001	1320	4		16,750			
						0	16,750	-16,750
Attorney								
Salaries & Wages	001	1420	1					
Equipment			2					
Supplies & services			4		265,690			
Employee Fringe Benefits			8					
						0	265,690	-265,690
Information Technology								
Salaries & Wages	001	1680	1		12,855			
Equipment			2		5,675			
Supplies & services			4	18,160				
Employee Fringe Benefits			8	3,275				
						21,435	18,530	2,905
Information Technology Projects								
Equipment	001	1681	2	10,510				
Supplies & services			4	13,910				
						24,420	0	24,420
Human Resources / Payroll								
Salaries & Wages	001	1430	1	10,410				
Equipment			2					
Supplies & services			4	5,975				
Employee Fringe Benefits			8	9,860				
						26,245	0	26,245

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Assessor								
Salaries & Wages	001	1355	1		6,215			
Equipment			2					
Supplies & services			4	14,015				
Employee Fringe Benefits			8		3,740			
						14,015	9,955	4,060
Assessor-Revaluation								
Salaries & Wages	001	1356	1	1,785				
Equipment			2					
Supplies & services			4	85,230				
Employee Fringe Benefits			8	135				
						87,150	0	87,150
Town Clerk - general								
Salaries & Wages	001	1410	1		11,675			
Equipment			2					
Supplies & services			4		390			
Employee Fringe Benefits			8		31,775			
						0	43,840	-43,840
Town Clerk - Tax Receiver								
Salaries & Wages	001	1330	1	4,690				
Equipment			2					
Supplies & services			4		5,935			
Employee Fringe Benefits			8	3,320				
						8,010	5,935	2,075
Town Clerk Record Mgt	001	1460						
Equipment			2					
Supplies & services			4	7,240				
						7,240	0	7,240
Courts								
Salaries & Wages	001	1110	1	18,875				
Equipment			2					
Supplies & services			4	9,720				
Employee Fringe Benefits			8		9,125			
						28,595	9,125	19,470
Police								
Salaries & Wages	001	3120	1		799,175			
Equipment			2		21,080			
Supplies & services			4	119,840				
Employee Fringe Benefits			8	250,590				
						370,430	820,255	-449,825
Community Development								
Fire Marshall	001	3410	1	1,165				
Equipment			2		12,200			
Supplies & services			4		2,995			
Employee Fringe Benefits			8	7,585				
						8,750	15,195	-6,445

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Community Development								
Animal Control								
Salaries & Wages	001	3510	1	750				
Equipment			2					
Supplies & services			4	11,415				
Employee Fringe Benefits			8	1,505				
						13,670	0	13,670
Community Development								
Code Enforcement	001	3620	1	37,550				
Equipment			2					
Supplies & services			4	3,240				
Employee Fringe Benefits			8	29,315				
						70,105	0	70,105
Community Development	001	3650	4		2,860			
Removal of Code Violations						0	2,860	-2,860
Community Development	001	8010	1	400				
Zoning Board of Appeals			2					
			4		510			
			8	50				
						450	510	-60
Community Development	001	8020	1	57,835				
Planning Staff			2					
			4		84,840			
			8	27,775				
						85,610	84,840	770
Community Development	001	8021	1	1,700				
Planning Board			2	295				
			4	130				
			8					
						2,125	0	2,125
Community Development	001	8090	4	135				
						135	0	135
Recreation	001	6772	1	14,150				
Programs for Aging			2					
			4	5,650				
			8		2,520			
						19,800	2,520	17,280

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Recreation	001	6773	1	3,170				
Senior Nutrition Program			2					
			4	1,215				
			8	2,010				
						6,395	0	6,395
Recreation								
Salaries & Wages	001	7140	1	183,970				
Equipment			2					
Supplies & services			4		119,785			
Employee Fringe Benefits			8	99,295				
						283,265	119,785	163,480
Parks								
Salaries & Wages	001	7110	1	41,205				
Equipment			2	2,155				
Supplies & services			4	80,330				
Employee Fringe Benefits			8	28,450				
						152,140	0	152,140
ICATV								
Salaries & Wages	001	7989	1	22,550				
Equipment			2	915				
Supplies & services			4	11,765				
Employee Fringe Benefits			8	17,790				
						53,020	0	53,020
Historian								
Salaries & Wages	001	7520	1		500			
Equipment			2					
Supplies & services			4	2,970				
Employee Fringe Benefits			8	150				
						3,120	500	2,620
Street Lighting	001	5182	4	163,515				
						163,515	0	163,515
Building Maintenance - Town Hall								
Salaries & Wages	001	1620	1		3,640			
Equipment			2	2,220				
Supplies & services			4	22,920				
Employee Fringe Benefits			8		1,945			
						25,140	5,585	19,555
Building Maintenance - P S B								
Salaries & Wages	001	1621	1	2,045				
Equipment			2					
Supplies & services			4	31,890				
Employee Fringe Benefits			8		28,000			
						33,935	28,000	5,935

Exhibit A

Closing Budget Amendments
2023 BudgetFor Approval by Town Board
on 03/19/2024

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Building Maintenance - Library								
Salaries & Wages	001	1622	1		925			
Equipment			2					
Supplies & services			4		14,805			
Employee Fringe Benefits			8	360				
						360	15,730	-15,370
Building Maintenance - Community Center								
Salaries & Wages	001	1623	1	20,815				
Equipment			2					
Supplies & services			4	126,015				
Employee Fringe Benefits			8					
						146,830	0	146,830
Public Works								
Administration	001	1490	1	34,035				
			2					
			4	2,260				
			8	5,655				
						41,950	0	41,950
Public Works								
Engineer	001	1440	4	3,495				
						3,495	0	3,495
Public Works								
Engineer - Site Plan Rev	001	1441	4		34,255	0	34,255	-34,255
Public Works								
Operations Center	001	1640	1					
			2					
			4	11,610				
			8					
						11,610	0	11,610
Public Works								
Communications	001	1650	2	5,000				
			4	2,595				
						7,595	0	7,595
Public Works								
Traffic Control	001	3310	1		6,125			
			2	35				
			4	3,920				
			8	510				
						4,465	6,125	-1,660

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Public Works								
Sidewalk Snow Plowing								
Salaries & Wages	001	5410	1	7,065				
Equipment			2					
Supplies & services			4	1,925				
Employee Fringe Benefits			8					
						8,990	0	8,990
Public Works								
Sidewalk Constr/Maint.	001	5411	1		14,995			
			2					
			4	1,360				
			8	4,645				
						6,005	14,995	-8,990
Public Works								
Solid Waste Mgt.	001	8160	1		1,390			
			4	950				
			8		10,500			
						950	11,890	-10,940
Public Works								
Tree Program	001	8560	1		27,740			
			2					
			4	12,045				
			8		5,560			
						12,045	33,300	-21,255
Cemetery								
Salaries & Wages	001	8810	1	5,140				
Equipment			2		25,065			
Supplies & services			4	24,555				
Employee Fringe Benefits			8		14,600			
						29,695	39,665	-9,970
Unallocated Expenses								
Insurance Premiums	001	1910	4	300				
Judgement & claims	001	1930	4	7,500				
Safety-Unallocated	001	1938	4					
Taxes & Assessments	001	1950	4	1,795				
Property Appraisal	001	1989	4					
Contingent Account	001	1990	1	25,895				
Central Printing & Mailing	001	1670	2		35,490			
Central Printing & Mailing	001	1670	4					
	001	4540	4		125,185			
Bond - Principal	001	9710	6					
Bond - Interest	001	9710	7					
BAN - Principal	001	9730	6	10,000				
BAN - Interest	001	9730	7		23,205			
Capital Lease Principal	001	9785	6	34,670				
Capital Lease Interest	001	9785	7					
Transfer To Capital Proj			9					
						80,160	183,880	-103,720

Exhibit A

**Closing Budget Amendments
2023 Budget**

**For Approval by Town Board
on 03/19/2024**

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Appropriation of Revenue								
Sales Tax	001	1120	0					
Building Inspection Fees	001	1560	0					
Sale of Equipment	001	2665	0					
Mortgage Tax	001	3005	0					
NYS Grant (windstorm)	001	3089	0					
						0	0	0
Add'l. Appr. of Fund Balance - Gen Fd.						0	0	0
General Fund Total						1,887,875	1,887,875	0

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Library								
Salaries & Wages	005	7410	1		43,240			
Equipment			2		7,620			
Supplies & Services			4		9,500			
Employee Fringe Benefits			8	26,610				
Contingent Account	005	1990	4	10,000				
						36,610	60,360	-23,750
Serial Bond Interest	005	9710	7					
Capital Lease Principal	005	9785	6					
Interfund Transfers	005	5031	0					
Health Insurance	005	9060	8					
						0	0	0
Appropriation of Revenue								
Misc. Income	005	2080	0	22,920				
Library Charges	005	2082	0	830				
						23,750	0	23,750
Appr. of Fund Balance - Library								
						0	0	0
Library Fund Total								
						60,360	60,360	0
Highway Funds								
Highway Maintenance								
"Item 1"	021	5110	1		169,485			
			2					
			4		858,735			
			8		11,725			
						0	1,039,945	-1,039,945
Insurance Premium	021	1910	4		50			
Judgement & Claims	021	1930	4	95				
Unemployment Ins.	021	9050	8					
Principal on Debt	021	9710	6		250			
Interest on Debt	021	9710	7		5			
Principal on BAN	021	9730	6					
Interest on BAN	021	9730	7		16,225			
Principal on Installmt Debt	021	9785	6					
Interest on Installmt Debt	021	9785	7	204,980				
Transfer To Self Insurance Fund (Wk Comp)			9	19,215				
						224,290	16,530	207,760
Appropriation of Revenue								
Interfund Transfer	021	5031	0					
Service to Other Govts.	021	2300	0					
Service to Other Depts.	021	2302	0					
Fuel Chargeback	021	2300	0					
Right of Way Permits	021	3501	0	410,145				
Sale of Equipment	021	3502	0					
State Aid Touring	021	3504	0	422,030				
						832,175	0	832,175
Highway Item 1 Total								
						1,056,465	1,056,475	-10

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Equip't Maintenance	023	5130	1		41,220			
"Item 3"			2	515				
			4	9,720				
			8		6,970			
						10,235	48,190	-37,955
Principal on debt	023	9710	6					
Interest on debt		9710	7					
Principal on BAN	023	9730	6					
Interest on BAN	023	9730	7		2,040			
Capital Lease Principal		9785	6	245				
Capital Lease Interest		9785	7		525			
Principal on debt		9790	6					
Interest on debt		9790	7					
Transfer To Self Insurance Fund (Wk Comp)			9					
						245	2,565	-2,320
Appropriation of Revenue								
Charges to Other Depts	023	2302	0	17,405				
Interest Earned	023	2401	0					
Sale of Equipment	023	2665	0	15,180				
						32,585	0	32,585
Highway Item 3 Total						43,065	50,755	-7,690
Winter & R O W Maint.	024	5140	1					
"Item 4"			2					
Roadside Maintenance			4					
			8					
						0	0	0
Winter & R O W Maint.	024	5142	1					
"Item 4"			2					
Town Roads			4					
			7					
			8					
						0	0	0
Insurance Premium	024	1910	4					
Judgement & Claims	024	1930	4					
Transfer To Self Insurance Fund (Wk Comp)			9					
						0	0	0
Appropriation of Revenue								
State Snow Contract	024	2303	0					
County Snow Contract	024	2301	0					
Interest Earnings	024	2401	0					
Minor Sales - Salt	024	2655	0					
Sale of Equipment	024	2655						
						0	0	0
Highway Item 4 Total						0	0	0

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Appropriation of Fund Balance - Highway Funds								
Item 1								10
Item 3								7,690
Item 4								0
Total, Net Appropriation Required, account: 023-0022-0599								7,700
Consolidated Sewer District								
Administration								
Salaries & Wages	031	8110	1					
Equipment			2					
Supplies & Services			4					
Employee Fringe Benefits			8					
						0	0	0
Sewer Maintenance								
Salaries & Wages	031	8120	1					
Equipment			2					
Supplies & Services			4					
Employee Fringe Benefits			8					
						0	0	0
Sewer Service								
Salaries & Wages	031	8121	1		4,775			
Equipment			2					
Supplies & Services			4					
Employee Fringe Benefits			8	4,775				
						4,775	4,775	0
Sewer Pump Stations								
Salaries & Wages	031	8125	1					
Equipment			2					
Supplies & Services			4					
Employee Fringe Benefits			8					
						0	0	0
Insurance								
Judgement & Claims	031	1910	4		1,465			
Unemployment	031	1930	4	1,465				
Serial Bond Principal	031	9050	8					
Serial Bond Interest	031	9710	6					
BAN Principal	031	9710	7					
BAN Interest	031	9730	6		10,000			
BAN Interest	031	9730	7		19,905			
Installment purch-principal	031	9785	6	29,905				
Installment purch-interest	031	9785	7					
Interfund Transfers	031	9950	9					
						31,370	31,370	0
Transfer To Self Insurance Fund (Wk Comp)			9			0	0	0

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Appropriation of Revenue								
Insurance Recovery	031	2680					0	0
Add'l. Appr. of Fund Balance - Sewer Fd.						0	0	0
Consolidated Sewer District Total						36,145	36,145	0
Storm Drainage District								
Salaries & Wages	038	8140	1	27,945				
Equipment	038	8140	2					
Supplies & Services	038	8140	4	9,925				
Serial Bond Principal	038	9710	6					
Serial Bond Interest	038	9710	7					
Principal on BAN	038	9730	6		12,500			
Interest on BAN	038	9730	7		20,810			
Capital Lease Principal	038	9785	6					
Capital Lease Interest	038	9785	7					
Employee Fringe Benefits	038	8140	8		20,360			
Interfund Transfers	038	9950	9					
Contingent Account	038	1990	4	10,000				
						47,870	53,670	-5,800
Appropriation of Revenue								
Sale of Equipment	038	2665				0	0	0
Appropriation of Fund Bal.	038	0599	0	5,800			0	5,800
Storm Drainage District Total						47,870	53,670	0
Sea Breeze Water District								
Insurance Premium	051	1910	4		3,910			
Personnel	051	8310	1		21,390			
Equipment	051	8310	2	57,695				
Supplies & Services	051	8310	4		99,500			
Employee Benefits	051	8310	8		8,785			
Purchase of Water	051	8320	4	24,340				
Capital Lease Principal	051	9785	6					
Capital Lease Interest	051	9785	7		1,195			
						82,035	134,780	-52,745
Appropriation of Revenue								
Water Sales	051	2140	0					
Unmetered Water Sales	051	2142	0					
Late Fees & Penalties	051	2148	0					
Appropriated Fund Bal.	051	0051	0	52,745				
Sea Breeze Water District Total						134,780	134,780	0

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Street Light Districts								
Burwell Rd.	071	5182	4					
Fund Balance Applied	071	0071						
Chestnut Hill	072	5182	4					
Fund Balance Applied	072	0072						
Culver Pkwy. No. 1	073	5182	4					
Fund Balance Applied	073	0073						
Culver Pkwy. No. 2	074	5182	4					
Fund Balance Applied	074	0074						
Fairview Cresc.	075	5182	4					
Fund Balance Applied	075	0075						
Fairview Rd.	076	5182	4					
Fund Balance Applied	076	0076						
Falstaff Rd.	077	5182	4					
Fund Balance Applied	077	0077						
N. Goodman Pk.	078	5182	4					
Fund Balance Applied	078	0078						
Harbor Hill	079	5182	4					
Fund Balance Applied	079	0079						
North Laurelton	080	5182	4					
Fund Balance Applied	080	0080						
Hurstbourne A	081	5182	4					
Fund Balance Applied	081	0081						
Hurstbourne B	082	5182	4					
Fund Balance Applied	082	0082						
Lake front	083	5182	4					
Fund Balance Applied	083	0083						
Laurelton no. 1	084	5182	4					
Fund Balance Applied	084	0084						
Laurelton no. 2	085	5182	4					
Fund Balance Applied	085	0085						
Laurelton no. 3	086	5182	4					
Fund Balance Applied	086	0086						
Maplehurst	087	5182	4					
Fund Balance Applied	087	0087						
Rawlinson Rd.	088	5182	4					
Fund Balance Applied	088	0088						
White City	089	5182	4					
Fund Balance Applied	089	0089						
Windsor Beach Park	090	5182	4					
Fund Balance Applied	090	0090						
Sea Breeze	091	5182	4					
Fund Balance Applied	091	0091						
Somershire Dr.	092	5182	4					
Fund Balance Applied	092	0092						
Spencer Rd.	093	5182	4					
Fund Balance Applied	093	0093						
Strathmore Village	094	5182	4					
Fund Balance Applied	094	0094						
Summerville Terr.	095	5182	4					
Fund Balance Applied	095	0095						

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Thorndyke Rd.	096	5182	4					
Fund Balance Applied	096	0096						
Washington Ave.	097	5182	4					
Fund Balance Applied	097	0097						
Thornton Rd.	098	5182	4					
Fund Balance Applied	098	0098						
Expendable Trust Funds								
Self Insurance Fund	201	0201	4		38,635			
Fund Balance Applied	201	0201		38,635				
Cemetery Perpetual Care	221	0221	4		4,045			
Fund Balance Applied	221	0231		4,045				
Special Recreation Fund	232	0232	4					
Fund Balance Applied	232	0232						
Special Events	234	0234	4		110,655			
Special Events-Donations	234	2705	0	98,110				
Fund Balance Applied	234	0234		12,545				
Tree Program Grant	235	0235	4					
Fund Balance Applied	235	0235						
Vending Machines	242	0242	4					
Fund Balance Applied	242	0242						
Employee Recognition	243	0243	4		335			
Fund Balance Applied	243	0243		335				
Farmers Market	246	0246	4		10,130			
Farmers Market-Donations	246	2705	0	10,030				
Farmers Market-PY Refund	246	2701	0	100				
Fund Balance Applied	246	0246						
Senior Endowment Fund	248	0248	4					
Fund Balance Applied	248	0248						
Invigorate Irondequoit	249	0249	4					
Invigorate Iron-Donations	249	2705	0					
Fund Balance Applied	249	0249						
Justice Fund-Capital Outlay	253	0253	2					
Justice Fund-Supplies	253	0253	4		2,100			
Jusric Fund-Treasury Rec	253	2705	0	2,100				
Fund Balance Applied	253	0253						
Community Education	255	0255	4					
Community Ed-Donations	255	2705	0					
Fund Balance Applied	255	0255						

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING CAPITAL LEASE FINANCING AGREEMENT
WITH JP MORGAN EQUIPMENT LEASING FOR PICKUP TRUCK FOR THE
BUREAU OF PUBLIC WORKS**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York, held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of March, 2024, at 4:00 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 (the “Town”) is a New York municipal corporation duly organized pursuant to the Constitution and the laws of the State of New York; and

WHEREAS, it is necessary to finance one (1) new 2023 Ford F550 XL truck for the Bureau of Public Works through a capital lease pursuant to General Municipal Law 109-b, consistent with plans in the 2023 operating budget of the Community Services Department (the “Equipment”); and

WHEREAS, the authorization to purchase one (1) new 2023 Ford F550 XL truck at a cost of \$119,827.08 was previously provided by Resolution 2022-341; and

WHEREAS, authorization to obtain financing from JP Morgan Equipment Leasing for the Equipment was previously provided by Resolution 2024-065; and

WHEREAS, the terms and conditions of the financing for the acquisition of the Equipment are set forth in that certain Tax Exempt Lease Purchase Agreement (New York) attached hereto and made a part hereof (the “Lease”), in the total principal amount of \$119,827.08; and

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED:

1. That the Town Board authorizes the Town Supervisor to negotiate, enter into, execute and deliver the Lease in substantially the form presented to the Town Board with such changes thereto as he deems appropriate with the advice of counsel, which Lease is available for public inspection at the offices of the Town; and
2. That the Town Board authorizes, approves and adopts the execution, delivery and performance by the Town of the Financing Documents and the consummation of all of the transactions contemplated thereby by and on behalf of the Town; and
3. That the total principal amount of the Lease shall not exceed \$119,827.08 and shall bear interest as set forth in the Lease; said Lease shall contain an option to purchase by the Town as therein set forth; and
4. That the Town's obligations under the Lease shall be expressly subject to annual appropriation by the Town; and such obligations under the Lease shall not constitute a general obligation of the Town or indebtedness of the Town within the meaning of the Constitution and laws of the State of New York; and
5. That the Town Board authorizes, empowers and directs the Town Supervisor to take all further actions and to execute all further documents on behalf of the Town necessary, appropriate and advisable to effectuate and carry out the purposes of these resolutions and to cause compliance by the Town with all of the terms, covenants and provisions of the Financing Documents.

This resolution shall take effect immediately upon adoption.

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

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

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION RATIFYING AND APPROVING THE AGREEMENT BETWEEN A
POLICE OFFICER IN THE IRONDEQUOIT POLICE DEPARTMENT AND THE
TOWN OF IRONDEQUOIT RELATING TO THE OFFICER'S RETIREMENT FROM
SERVICE**

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 19th day of March, 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, Anthony DiFante is employed as an Investigator with the Town's Police Department; and

WHEREAS, Mr. DiFante has remained out of work on continuous medical leave since December 27, 2016; and

WHEREAS, the Town applied for an Accidental disability retirement on Mr. DiFante's behalf in or around January 15, 2020 and such application was denied; and

WHEREAS, the Town and Mr. DiFante wish to resolve all issues relating to conflicting interpretations of medical documentation regarding Mr. DiFante's ability to return to work on a light duty assignment;

WHEREAS, the Town and Mr. DiFante have agreed upon the terms of a Settlement Agreement which sets forth Mr. DiFante's retirement from the Police Department on or before April 1, 2024, subject to the Agreement's ratification and approval by the Town Board;

WHEREAS, at the workshop meeting on March 11, 2024, the Town Board entered into executive session to review the terms of the aforementioned agreement.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the ratification and approval of the settlement agreement between Mr. DiFante and the Town of Irondequoit.

This resolution shall take effect immediately upon its adoption.

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

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

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE AMENDMENT OF THE TOWN’S PERSONNEL POLICY
TO INCLUDE AN UPDATED SEXUAL HARASSMENT PREVENTION POLICY**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of March 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, by Resolution No. 2018-238, the Town Board amended the Town’s Personnel Policy to include the New York State Department of Labor’s Model Sexual Harassment Prevention Policy; and

WHEREAS, the Department of Labor has updated its model policy; and

WHEREAS, the Director of Human Resources recommends that in order to remain compliant and current with best practices, the Town Board amend the Town’s Personnel Policy to include the updates made by the Department of Labor to the Model Sexual Harassment Prevention Policy.

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the amendment of the Town’s Personnel Policy to include the updated Model Sexual Harassment Prevention Policy, a copy of which is attached hereto as **Attachment A**.

This resolution shall take effect immediately.

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

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

<u>POLICY / PROCEDURE</u> Sexual Harassment Policy	Policy No.	2.3.1
	Effective	DRAFT
	Page 1 of 8	

Purpose and Goals

Town of Irondequoit is committed to maintaining a workplace free from harassment and discrimination. Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but *Town of Irondequoit* recognizes that discrimination can be related to or affected by other identities beyond gender. Under the New York State Human Rights Law, it is illegal to discriminate based on sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or status as a victim of domestic violence. Our different identities impact our understanding of the world and how others perceive us. For example, an individual's race, ability, or immigration status may impact their experience with gender discrimination in the workplace. While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are the same. The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one component of Town of Irondequoit's commitment to a discrimination-free work environment.

Goals of this Policy:

Sexual harassment and discrimination are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Employees will also learn what harassment and discrimination look like, what actions they can take to prevent and report harassment, and how they are protected from retaliation after taking action. The policy will also explain the investigation process into any claims of harassment. Employees are encouraged to report sexual harassment or discrimination by filing a complaint internally with Town of Irondequoit. Employees can also file a complaint with a government agency or in court under federal, state, or local antidiscrimination laws. To file an employment complaint with the New York State Division of Human Rights, please visit <https://dhr.ny.gov/complaint>. To file a complaint with the United States Equal Employment Opportunity Commission, please visit <https://www.eeoc.gov/filing-charge-discrimination>.

Sexual Harassment and Discrimination Prevention Policy:

1. Town of Irondequoit's policy applies to all employees, applicants for employment, and interns, whether paid or unpaid. The policy also applies to additional covered individuals. It applies to anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in our workplace. These individuals include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with Town of Irondequoit. For the remainder of this policy, we will use the term "covered individual" to refer to these individuals who are not direct employees of the company.
2. Sexual harassment is unacceptable. Any employee or covered individual who engages in sexual harassment, discrimination, or retaliation will be subject to action, including appropriate discipline for employees. In New York, harassment does not need to be severe or pervasive to be illegal. Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.
3. Retaliation is prohibited. Any employee or covered individual that reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment if they believe it has occurred. So long as a person reasonably believes that they have witnessed or experienced such behavior, they are protected from retaliation. Any employee of Town of Irondequoit who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All employees and covered individuals working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, or the Director of Personnel. All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies, as explained below in the section on [Legal Protections](#).
4. Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject Town of Irondequoit to liability for the harm experienced by targets of discrimination. Harassers may also be individually subject to liability and employers or supervisors who fail to report or act on harassment may be liable for aiding and abetting such behavior. Employees at every level who engage in harassment or discrimination, including managers and supervisors who engage in harassment or discrimination or who allow such behavior to continue, will be penalized for such misconduct.
5. Town of Irondequoit will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever management receives a complaint about discrimination or sexual harassment, or when it otherwise knows of possible discrimination or sexual harassment occurring. Town of Irondequoit will keep the investigation confidential to the extent possible. If an investigation ends with the finding that discrimination or sexual harassment occurred, Town of Irondequoit will act as required. In addition to any required discipline, Town of Irondequoit will also take steps to ensure a safe work environment for the employee(s) who experienced the discrimination or harassment. All employees, including managers and supervisors, are required to cooperate with any internal investigation of discrimination or sexual harassment.

6. All employees and covered individuals are encouraged to report any harassment or behaviors that violate this policy. All employees will have access to a complaint form to report harassment and file complaints. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. An employee or covered individual who prefers not to report harassment to their manager or employer may instead report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency.

Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to the Director of Personnel.

7. This policy applies to all employees and covered individuals, such as contractors, subcontractors, vendors, consultants, or anyone providing services in the workplace, and all must follow and uphold this policy. This policy must be provided to all employees in person or digitally through email upon hiring and will be posted prominently in all work locations. For those offices operating remotely, in addition to sending the policy through email, it will also be available on the organization's shared network.

What Is Sexual Harassment?

Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including gender role stereotyping and treating employees differently because of their gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of Town of Irondequoit's policy. The intent of the behavior, for example, making a joke, does not neutralize a harassment claim. Not intending to harass is not a defense. The impact of the behavior on a person is what counts. Sexual harassment includes any unwelcome conduct which is either directed at an

individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

- The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment; or
- Employment depends implicitly or explicitly on accepting such unwelcome behavior; or
- Decisions regarding an individual's employment are based on an individual's acceptance to or rejection of such behavior. Such decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

There are two main types of sexual harassment:

- Behaviors that contribute to a **hostile work environment** include, but are not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements which an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with the employee's job performance.
- Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is also called **quid pro quo** harassment.

Any employee or covered individual who feels harassed is encouraged to report the behavior so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be discrimination and is covered by this policy.

Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited. **This list is just a sample of behaviors and should not be considered exhaustive.** Any employee who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body; or
 - Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy (please contact local law enforcement if you wish to pursue criminal charges).
- Unwanted sexual comments, advances, or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits;

- This can include sexual advances/pressure placed on a service industry employee by customers or clients, especially those industries where hospitality and tips are essential to the customer/employee relationship;
 - Subtle or obvious pressure for unwelcome sexual activities; or
 - Repeated requests for dates or romantic gestures, including gift-giving.
- Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.
- Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
 - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
 - Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace;
 - This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
 - Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, or name-calling;
 - Intentional misuse of an individual's preferred pronouns; or
 - Creating different expectations for individuals based on their perceived identities:
 - Dress codes that place more emphasis on women's attire;
 - Leaving parents/caregivers out of meetings.

Who Can be a Target of Sexual Harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. New York Law protects employees and all covered individuals described earlier in the policy. **Harassers can be anyone in the workplace.** A supervisor, a supervisee, or a coworker can all be harassers. Anyone else in the workplace can also be harassers including an independent contractor, contract worker, vendor, client, customer, patient, constituent, or visitor.

Sexual harassment does not happen in a vacuum and discrimination experienced by an employee can be impacted by biases and identities beyond an individual's gender. For example:

- Placing different demands or expectations on black women employees than white women employees can be both racial and gender discrimination;
- An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
- Past experiences as a survivor of domestic or sexual violence may lead an individual to feel re-traumatized by someone's behaviors in the workplace.

Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

Where Can Sexual Harassment Occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer or industry sponsored events or parties. Calls, texts, emails, and social media usage by employees or covered individuals can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Sexual harassment can occur when employees are working remotely from home as well. Any behaviors outlined above that leave an employee feeling uncomfortable, humiliated, or unable to meet their job requirements constitute harassment even if the employee or covered individual is at home when the harassment occurs. Harassment can happen on virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

Retaliation

Retaliation is unlawful and is any action by an employer or supervisor that punishes an individual upon learning of a harassment claim, that seeks to discourage a worker or covered individual from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

Examples of retaliation may include, but are not limited to:

- Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference or providing an unwarranted negative reference;
- Labeling an employee as "difficult" and excluding them from projects to avoid "drama";
- Undermining an individual's immigration status; or
- Reducing work responsibilities, passing over for a promotion, or moving an individual's desk to a less desirable office location.

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- Made a complaint of sexual harassment or discrimination, either internally or with any government agency;
- Testified or assisted in a proceeding involving sexual harassment or discrimination under the Human Rights Law or any other anti-discrimination law;
- Opposed sexual harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of suspected harassment;
- Reported that another employee has been sexually harassed or discriminated against; or
- Encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting Sexual Harassment

Everyone must work toward preventing sexual harassment, but leadership matters. Supervisors and managers have a special responsibility to make sure employees feel safe at work and that workplaces are free from harassment and discrimination. Any employee or covered individual is encouraged to report harassing or discriminatory behavior to a supervisor, manager or the Director of Personnel. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager, or the Director of Personnel.

Reports of sexual harassment may be made verbally or in writing. A written complaint form is attached to this policy if an employee would like to use it, but the complaint form is not required. Employees who are reporting sexual harassment on behalf of other employees may use the complaint form and should note that it is on another employee's behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another employee is also acceptable.

Employees and covered individuals who believe they have been a target of sexual harassment may at any time seek assistance in additional available forums, as explained below in the section on [Legal Protections](#).

Supervisory Responsibilities

Supervisors and managers have a responsibility to prevent sexual harassment and discrimination. All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to the Director of Personnel. Managers and supervisors should not be passive and wait for an employee to make a claim of harassment. If they observe such behavior, they must act.

Supervisors and managers can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Supervisors and managers can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment to continue after they know about it.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

While supervisors and managers have a responsibility to report harassment and discrimination, supervisors and managers must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about harassment and discrimination can be intimidating, uncomfortable and re-traumatizing for individuals. Supervisors and managers must accommodate the needs of individuals who have experienced harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.

Bystander Intervention

Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is **required** to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
3. A bystander can record or take notes on the harassment incident to benefit a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace. Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is required to report it.

Complaints and Investigations of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt, thorough, and started and completed as soon as possible. The investigation will be kept confidential to the extent possible. All individuals involved, including those making a harassment claim, witnesses, and alleged harassers deserve a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. Town of Irondequoit will take disciplinary action against anyone engaging in retaliation against employees who file complaints, support another's complaint, or participate in harassment investigations.

Town of Irondequoit recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an employee. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

While the process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a complaint, the Director of Personnel:

1. Will conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate. If complaint is verbal, request that the individual completes the complaint form in writing. If the person reporting prefers not to fill out the form, the Director of Personnel will prepare a complaint form or equivalent documentation based on the verbal reporting;
2. Will take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation. The Director of Personnel will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
3. Will seek to interview all parties involved, including any relevant witnesses;
4. Will create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
 - a. A list of all documents reviewed, along with a detailed summary of relevant documents;
 - b. A list of names of those interviewed, along with a detailed summary of their statements;
 - c. A timeline of events;
 - d. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
 - e. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
5. Will keep the written documentation and associated documents in a secure and confidential location;
6. Will promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
7. Will inform the individual(s) who reported of the right to file a complaint or charge externally as outlined in the next section.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by Town of Irondequoit, but it is also prohibited by state, federal, and, where applicable, local law.

The internal process outlined in the policy above is one way for employees to report sexual harassment. Employees and covered individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may also seek the legal advice of an attorney.

New York State Division of Human Rights:

The New York State Human Rights Law (HRL), N.Y. Executive Law, art. 15, § 290 *et seq.*, applies to all employers in New York State and protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints of sexual harassment filed with DHR may be submitted any time **within three years** of the harassment. If an individual does not file a complaint with DHR, they can bring a lawsuit directly in state court under the Human Rights Law, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to Town of Irondequoit does not extend your time to file with DHR or in court. The three years are counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.

Call the DHR sexual harassment hotline at **1(800) HARASS3** for more information about filing a sexual harassment complaint. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.

The United States Equal Employment Opportunity Commission:

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 U.S.C. § 2000e *et seq.* An individual can file a complaint with the EEOC anytime within 300 days from the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated, or believes that unlawful discrimination occurred by does not file a lawsuit.

Individuals may obtain relief in mediation, settlement or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment or discrimination with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade Street, 1st Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

Conclusion

The policy outlined above is aimed at providing employees at Town of Irondequoit and covered individuals an understanding of their right to a discrimination and harassment free workplace. All employees should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected classes including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined above should be considered applicable to all protected classes.

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING THE PURCHASE OF CSG CARDS FOR ALL
TOWN SECURITY AND FIRE PANELS 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 19th day of March 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, it is necessary for the IT Department to retrofit all security and fire alarm panels within the Town with CSG cards for emergency communications (the “Equipment”); and

WHEREAS, pursuant to Town Code § 51-5(B)(4) 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 contracts; and

WHEREAS, Johnson Controls International was awarded New York State OGS contract award number PT68816, Intelligent Facility & Security Systems and Solutions; and

WHEREAS, Johnson Controls International generated quotes for the Equipment and necessary associated labor at an estimated cost of \$18,418.14 (see **Attachment A** hereto); 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 International and third party contractors as described in Attachment A and in an amount not to exceed \$35,000.

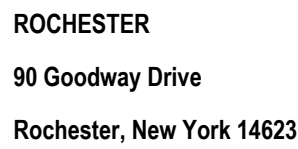
AND BE IT FURTHER RESOLVED, that the Town Board authorizes a transfer from the General Fund balance to IT Projects Equipment & Capital Outlay, Account No. 001.1681.2030, in the amount of \$35,000.00 for the purchase of the Technology Equipment.

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

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	_____



PRICING PER NYS CONTRACT NO. PT68816

OGS Procurement Weblink: <https://online.ogs.ny.gov/purchase/snt/awardnotes/7720123150ContractorPage.pdf>

Town of Irondequoit

REV DATE:

☒ **FIXED PRICE/LUMP SUM**

☐ **TIME & MATERIAL (LABOR & MATERIAL)**

PAGE 1	SUB TOTAL \$	7,763.58
PAGE 2	SUB TOTAL \$	-
PAGE 3	SUB TOTAL \$	-
PAGE 4	SUB TOTAL \$	-
PAGE 5	SUB TOTAL \$	-
TOTAL MATERIAL		\$ 7,763.58

NET PRICE

\$ -

TOTAL SUB-CONT	\$	-
----------------	----	---

TOTAL

SECURITY/FIRE ALARM TECHNICIAN - STRAIGHT TIME	SUB TOTAL \$	10,654.56
	SUB TOTAL \$	-
	SUB TOTAL \$	-
	SUB TOTAL \$	-
	SUB TOTAL \$	-
	SUB TOTAL \$	-
	SUB TOTAL \$	-
	SUB TOTAL \$	-
	SUB TOTAL \$	-
	SUB TOTAL \$	-
	SUB TOTAL \$	-
	SUB TOTAL \$	-
	SUB TOTAL \$	-
	SUB TOTAL \$	-
	SUB TOTAL \$	-
	SUB TOTAL \$	-
TOTAL LABOR	\$	10,654.56

(REVISION) 1/1/2024



ROCHESTER
90 Goodway Drive
Rochester, New York 14623
Contact: Tyler Gokey 585-281-5529

PRICING PER NYS CONTRACT NO. PT68816

JOHNSON CONTROLS FIRE PROTECTION
(FORMERLY SIMPLEXGRINNELL)

CONFIDENTIAL - FOR USE ONLY BY
Johnson Controls Fire Protection AND

Town of Irondequoit

JCI Fire Protection Quote No: 0

DATE: February 9, 2024

REV DATE:

FACILITY: Town of Irondequoit

COUNTY: Monroe

OGS REGION NUMBER: 8

BLDG NAME & NUMBER: Town of Irondequoit

PROJECT NAME: Town of Irondequoit-CSG Card Add

PROJECT NUMBER: 0

SCOPE OF WORK

SCOPE OF WORK
Johnson Controls Fire Protection is pleased to offer for your consideration this quotation for the above project. Terms and conditions of the Intelligent Facility & Security Systems and Solutions NYS Contract PT68816 prevail
Please read the notes below and call if you have any questions. Thank you for allowing me the opportunity to propose the following: Contact information: Tyler Gokey Life Safety Service Account Manager II 585-281-5529 Tyler.gokey@jci.com Inclusions: •JCI to install Seven (7) CSG cards inside each panel oLibrary oTown Hall oCemetery oDPW oPolice Storage Barn oMcavory oPublic Safety •JCI to program and test all new equipment Exclusions/Clarifications •Sales tax if applicable •If Irondequoit wants to use IP based communication. Irondequoit IT to run ethernet cable to each panel oIrondequoit to allow JCI to access their network for IP based communication •The Enterprise future can be turned on only for IP based communication •If additional equipment is needed outside of the scope additional cost will apply •Troubleshooting existing troubles not in scope •Materials not included in BOM •After hours work unless noted •JCI is not responsible for painting and patching •Permits and Drawings •Sales tax not included in Quote •EIRE WATCH We have made every effort to responsibly assess the requirements of the job and estimate the correct equipment. Modifications to the above list of equipment, or to the amount of estimated labor, due to additional requirements of any type; from a source including but not limited to: addendums, interpretation of the fire alarm codes, change orders, scope changes, tenant adds, build outs, changes requested by the AHJ or other reasons unknown by or outside of the control of Johnson Controls may; at the sole discretion of Johnson Controls, additional charges. JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.
SCOPE OF WORK - PAGE 1



ROCHESTER
90 Goodway Drive
Rochester, New York 14623
Contact: Tyler Gokey 585-281-5529

PRICING PER NYS CONTRACT NO. PT68816

JOHNSON CONTROLS FIRE PROTECTION
(FORMERLY SIMPLEXGRINNELL)

CONFIDENTIAL - FOR USE ONLY BY
Johnson Controls Fire Protection AND

Town of Irondequoit

JCI Fire Protection Quote No: 0

DATE: February 9, 2024

REV DATE:

FACILITY: Town of Irondequoit

COUNTY: Monroe

OGS REGION NUMBER: 8

BLDG NAME & NUMBER: Town of Irondequoit

PROJECT NAME: Town of Irondequoit-CSG Card Add

PROJECT NUMBER: 0

NYS CONTRACT ITEMS PRICING						
QTY	MODEL	DESCRIPTION	NYS NET PRICE (EACH)	ADDITIONAL DISCOUNT	NET TOTAL	NYS CONTRACT LINE NUMBER
5	4010-2504	CS GATEWAY W/IP COM 4010ES	\$ 1,227.37	10.00%	\$ 5,523.17	41327
1	4007-2504	CS GATEWAY W/IP COM 4007ES	\$ 1,227.37	10.00%	\$ 1,104.63	41241
1	4100-2504	CS GATEWAY W/IP COM 4100 SIDE	\$ 1,261.98	10.00%	\$ 1,135.78	42087
NYS MATERIAL Sub-Total Page 1					\$ 7,763.58	

JCI FP LABOR	\$	10,654.56
--------------	----	-----------

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION DECLARING SURPLUS ITEMS AND
AUTHORIZING THE AUCTION OR DESTRUCTION OF SAID ITEMS**

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 19th day of March, 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans

Ann Cunningham

Grant Malone

John Perticone

Peter Wehner

Town Supervisor

Town Board Member

Town Board Member

Town Board Member

Town Board Member

Harter Secrest & Emery LLP

Attorney for the Town

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

WHEREAS, the Irondequoit Police Department (“IPD”) uses certain equipment to perform services for the Town, and from time to time such equipment needs to be replaced or is no longer used; and

WHEREAS, each piece of equipment listed on **Attachment A** hereto is several years old, in disrepair, and no longer used by IPD; and

WHEREAS, IPD intends to auction the equipment listed in Attachment A at an online auction to occur in March 2024.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby declares said equipment (serial numbers set forth in Attachment A, which is attached hereto and made a part hereof) as surplus and authorizes the Town Supervisor to execute and deliver such documentation as necessary to auction said equipment at the next appropriate municipal equipment auction.

This resolution shall take effect immediately upon its adoption.

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

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

ATTACHMENT A

Police Vehicle:

- 2000 Polaris ATV Vin # 4XACH5OA31A363925 green ATV1
- 1991 Ford Van Vin # 1FTJE34H0MHB37602, white

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING (3) OFFICERS TO ATTEND VEHICLE CRIMES
INVESTIGATION COURSE FOR LAW ENFORCEMENT AT SARATOGA SHERIFFS
DEPARTMENT TRAINING FACILITY IN BALLSTON, SPA NY**

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 19th day of March, 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 New York Anti Car Theft & Fraud Association (NYACT), the Department of Motor Vehicles (DMV), and the Saratoga Sheriff's Department will be hosting a three- day training session for law enforcement (the "Training"). The Training is a comprehensive overview of auto theft trends, including techniques being utilized in modern car thefts, and insurance fraud issues. More information can be found on **Attachment A** hereto; and

WHEREAS, the Training will be held at the Saratoga Sheriff's Department Training Facility in Ballston, Spa New York from April 10th to April 12th, 2024; and

WHEREAS, the Irondequoit Police Department would like to send three (3) officers to the Training; and

WHEREAS, funding for the Training is available in the 2024 Police Department Training budget, Account No. 001.3120.4100. The Training is free. The Irondequoit Police Department would cover the lodging expenses and meals at an approximate cost of \$1,000.00.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes three (3) officers to attend the Vehicle Crimes Investigation Course located at the Saratoga Sheriff's Department Training Facility in Ballston, Spa New York from April 10th to April 12th, 2024.

AND BE IT FURTHER RESOLVED, that the Town Board authorizes payment for the training as described herein.

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_____

This is a free training – Attendees are responsible for lodging and meals – lunches will be provided. To register for this event, hover your computer mouse over the orange “Reister Here” box, the ctrl/click.

VEHICLE CRIMES INVESTIGATION COURSE

For Law Enforcement Only

Three (3) Days

Wednesday, April 10 - Friday, April 12, 2024

8:00am - 4:00pm

Saratoga Sheriffs Dept Training Facility

6012 County Farm Rd Ballston, Spa, NY 12020

There is a 70 Attendee Limit. Please Do Not Register Unless You are Sure to Attend all Three Days

[Register Here](#)

Registration Deadline: Friday, April 5, 2024 by noon

New York Anti Car Theft & Fraud Association (NYACT), the Department of Motor Vehicles (DMV) and the Saratoga Sheriffs Department will be hosting a three-day training session at the the April 10-12, 2024. The class is being taught by Retired NYPD Detective Thomas Burke and other certified Police Instructors. All attendees will receive college credits and documentation of attendance. The course is a comprehensive overview of the Auto Theft trends and techniques being utilized by modern car thefts and addresses many of the insurance fraud issues as well.

The class is limited to 70 students and registration will be closed after we reach that limit. Attendees must attend all three days.

If you are not currently a NYACT LE Member, please fill out the application [HERE](#). Once you have been vetted and receive an approval confirmation email, you will be able to register for the event.

Please use proper Sentence Case when completing forms. (ie: John Smith NYPD).

TICKETS: \$0.00 Law Enforcement Only

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING ATTENDANCE TO THE 2024 DOG CONTROL
EDUCATIONAL SEMINAR**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of March, 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 requested that Animal Control Officer Scott Donahue attend the 2024 Dog Control Educational Seminar presented by Webster Animal Control & New York State Department of Agriculture and Markets at West Webster Fire Hall in Webster, New York, beginning May 1st, 2024 and ending May 2nd, 2024; and

WHEREAS, funding for this conference is available in the 2024 Animal Control budget, Account No. 001-350-4100, and the cost will be \$100.00.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes Animal Control Officer Scott Donahue to attend the 2024 Dog Control Educational Seminar presented by Webster Animal Control & New York State Department of Agriculture and Markets at West Webster Fire Hall in Webster, New York, beginning May 1st, 2024, and ending May 2nd, 2024, for the total cost of \$100.00.

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 _____

2024 DOG CONTROL EDUCATIONAL SEMINAR

West Webster Fire Hall 🐾 150 Gravel Road 🐾 Webster, NY

Wednesday, May 1 & Thursday, May 2

Doors open for registration and light breakfast at 8:00am with presentations 9:00am – 4:00pm

Accommodations Nearby

Fairfield Inn by Marriott and Suites Rochester
915 Hard Rd. Webster

East Hampton by Hilton
878 Hard Rd. Webster

Holiday Inn Express
860 Holt Rd. Webster

Early Registration Fee: \$100

Registration and payment due
no later than April 15th

At-The-Door Registration Fee: \$125

Includes light breakfast, snacks, and
lunch on both days

**Please mail completed registration
form with payment to:**

Webster Town Hall
Attn: Dorothy Maguire, Town Clerk
1000 Ridge Road
Webster, NY 14580

**Checks and money orders can be
made payable to:**

Webster Town Clerk

Topics to be Discussed Include:

- Dangerous dog preceedings
- Animal behavior and assessment
- Article 7

- Safe handling of aggressive dogs
- Article 26C; "New Shelter Law"
- Q and A session

For more information, please feel free to contact:



Barbara Hollands, LVT/ACO



bhollands@ci.webster.ny.us



585.872.7009



Ann Marie Brade, LVT/AHI



annmarie.brade@agriculture.ny.gov



585.480.0600

2024 DOG CONTROL EDUCATIONAL SEMINAR

Early Registration Fee: \$100

Registration and payment due
no later than April 15th

At-The-Door Registration Fee: \$125

Includes light breakfast, snacks, and
lunch on both days

**Please mail completed registration
form with payment to:**

Attn: Dorothy Maguire, Town Clerk
1000 Ridge Road
Webster, NY 14580

**Checks and money orders can be
made payable to:**
Webster Town Clerk

REGISTRATION

REGISTRANTS INFORMATION

Name & Title:

Mailing Address:

Phone Number:

Email Address:

MUNICIPALITY/AGENCY INFORMATION

Contact Person:

Mailing Address:

Municipality:

Phone: Number:

Email Address:

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN
INTERMUNICIPAL AGREEMENT WITH EAST IRONDEQUOIT CENTRAL
SCHOOL DISTRICT**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York, held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of March, 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 owns and maintains a variety of equipment, facilities, grounds, and public infrastructure; and

WHEREAS, the Town repairs and maintains said equipment, facilities, grounds, and infrastructure by use of Town manpower, machinery, and expertise; and

WHEREAS, the Town has the available manpower, machinery, and expertise to provide services to the East Irondequoit Central School District (the “District”) for the repair and maintenance of District equipment and infrastructure on an as-needed basis (the “Cooperative Services”); and

WHEREAS, pursuant to Resolution No. 2021-036, the Town and the East Irondequoit Central School District entered into an Intermunicipal Agreement for the Cooperative Services; and

WHEREAS, the Town and the East Irondequoit Central School District are desirous of renewing that agreement for the Cooperative Services, including but not limited to:

1. The repair, maintenance, resurfacing, sweeping, and reconstruction of parking lots, travel lanes, and drive lanes involving no substantial changes to the existing facility; and
2. The extension, repair, and maintenance of utilities and their related infrastructure; and
3. The inspection, repair, and servicing of equipment and vehicles; and
4. The maintenance of grounds, including the mowing of fields, trimming of trees, and grounds management; and

WHEREAS, New York State General Municipal Law § 119-o specifically authorizes municipal corporations and school districts to enter into intermunicipal cooperative agreements.

NOW THEREFORE BE IT RESOLVED, that the Town Board determines that the Cooperative Services are all Type II actions pursuant to 6 NYCRR § 617.5(c)(1) (maintenance or repair involving no substantial changes in an existing structure or facility); (6) (openings for the purpose of repair or maintenance of existing utility facilities); (8) (maintenance of existing landscaping or natural growth); and (13) (extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list) and therefore no further review is required under the New York State Environmental Quality Review Act (6 NYCRR § 617.5(a)).

AND BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to enter into an intermunicipal agreement with the East Irondequoit Central School District to perform the Cooperative Services in the form attached hereto as **Attachment A**, and 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	_____

Attachment “A”

INTERMUNICIPAL AGREEMENT
FOR PAVING AND PLOWING SERVICES

THIS AGREEMENT, is made and entered into this ___ day of _____, 2024, between the TOWN OF IRONDEQUOIT, a municipal corporation, having its offices at 1280 Titus Avenue, Rochester, New York 14617 (the “Town”) and the East Irondequoit Central School District, having offices at 600 Pardee Road, Rochester. NY 14609 (the “District”).

WITNESSETH:

WHEREAS, the Town owns and maintains a variety of equipment, facilities, grounds and public infrastructure; and

WHEREAS, the Town repairs and maintains said equipment, facilities, grounds, and infrastructure by use of Town manpower, machinery, and expertise; and

WHEREAS, the Town has the available manpower, machinery, and expertise to provide services to the District for the repair and maintenance of District equipment and infrastructure; and

WHEREAS, the District is desirous of contracting with the Town for the purpose of obtaining such services; and

WHEREAS, New York State General Municipal Law § 119-o specifically authorizes municipal corporations and School Districts to enter into intermunicipal cooperative agreements.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the District and the Town agree as follows:

1. Scope of Services: The Town hereby agrees to provide services to repair and maintain District equipment, infrastructure, facilities, and grounds on an on-call and as-requested basis (each provision of a service, a “Project”), including to:

- a. Repair, maintenance, resurface, sweep, and reconstruction of parking lots, travel lanes, and drive lanes involving no substantial changes to the existing facility; and
- b. Extension, repair, and maintenance of utilities and their related infrastructure; and
- c. Inspect, repair, and service equipment and vehicles; and
- d. Maintenance of grounds, including the mowing of fields, trimming of trees, and grounds management; and

2. Payment for Services: The District hereby agrees to pay the Town for all of the expenses incurred in performing a Project hereunder, including but not limited to the pro-rata cost of the Town employees’ fringe labor rates, equipment fees and equipment rates, flat fees and/or tipping fees customarily charged by the Town for any of the services contemplated hereunder, and

other costs and charges. The District shall pay the Town within thirty (30) days from the date the Town delivers an invoice for any work performed under this Agreement. The Commissioner of Public Works/Superintendent of the Highway will work directly with the Deputy Superintendent, of the District with regard to the scheduling, budgeting, and performance of all work under this contract.

3. Term: This Agreement shall commence on the day it is fully executed by both parties and end three (3) years thereafter.

4. Insurance: Both the Town and the District do hereby agree to obtain and thereafter continue to keep in full force and effect as part of its general liability insurance, public liability insurance relative to this Agreement during all phases of the performance of the various provisions of work to be performed herein.

5. Indemnification: In accordance with New York State General Municipal Law § 119-o(3)(b), the District shall be liable and responsible to the Town for any loss of or damage to equipment employed in provision of a Project or use of supplies upon provision of such Project under this Agreement. The District and the Town agree that each will perform their duties and/or exercise their rights under this agreement in such a manner as not to create an unreasonable risk of liability or damage to the other or third parties, and that the District and the Town at all times shall maintain their property and equipment in a reasonably safe condition and neither party shall assume such obligation for the other. The Town shall indemnify and hold harmless the District from any and all claims, damages, liabilities, or expenses, including all such claims, damages, liabilities or expenses asserted by third parties, to the extent arising out of the Town's negligence as adjudicated in a final judgement of a court of competent jurisdiction, relating to, or concerning a Project or this Agreement. The District shall indemnify and hold harmless the Town from all other claims, damages, liabilities or expenses, including all other claims, damages, liabilities or expenses asserted by third parties, to the extent arising out of the District's negligence as adjudicated in a final judgment of a court of competent jurisdiction, relating to, or concerning a Project or this Agreement.

6. Authority for Execution on Behalf of the Town: The Supervisor has executed this Agreement pursuant to a resolution adopted by the Town Board of the Town of Irondequoit, at a meeting held on _____. Andraé Evans, Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument may be executed in duplicate.

7. Authority for Execution on Behalf of the District: The District has executed this Agreement pursuant to a resolution adopted by the Board of Education at a meeting held on _____, and Mary Grow, Superintendent, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement of behalf of the District. This instrument may be executed in duplicate.

8. Notices: Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To the Town:

Commissioner of Public Works
2629 East Ridge Road
Rochester, New York 14622

To the District:

Deputy Superintendent
John Abbott
600 Pardee Rd
Rochester, NY 14622

9. Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

10. Modification: This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

11. Assignment: Neither party may assign this Agreement without prior written consent of the other party.

12. Governing Law: This Agreement, the performance hereunder and all questions relating thereto, shall be construed in accordance with the laws of the State of New York. The parties shall comply with all applicable laws, rules and regulation in all actions taken pursuant to this Agreement.

13. Entire Agreement: This Agreement constitutes the entire agreement between the parties with reference to the subject matter hereof and as of the commencement date it replaces any prior agreement regarding the subject matter. There are no terms, condition, or obligations other than those contained herein and there are no written or verbal statements or representations, warranties, or agreement with respect to this Agreement which have not be embodied herein.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the dates set forth in the respective acknowledgements below, to be effective for all purposes, however, as of the date first above set forth.

TOWN OF IRONDEQUOIT

**East Irondequoit Central School
District**

By: _____

By: _____

Name: Andrae' Evans

Name: Mary Grow

Title: Supervisor

Title: Superintendent

Date: _____

Date: _____

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION TO DECLARE CERTAIN EQUIPMENT AS SURPLUS PROPERTY**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York, held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of March, 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans
Ann Cunningham
Grant Malone
John Perticone
Peter Wehner

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

Harter Secrest & Emery LLP

Attorney for the Town

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

WHEREAS, the Department of Public Works (the “Department”) uses certain equipment to perform services for the Town, and from time to time, certain equipment needs to be replaced or is no longer used; and

WHEREAS, pursuant to Resolution No. 2023-273, a 2016 Chevy Equinox classified as Fleet No. 103, VIN#2GNFLFEK3G6334532, was surplus; and

WHEREAS, after further review, it has been determined that the above surplus vehicle still is a viable vehicle for the Department; and

WHEREAS, the Department of Public Works recommends that the Town Board rescind Resolution No. 2023.273 which surplus that vehicle; and

WHEREAS, the Department now recommends that the Town Board surplus a different 2016 Chevy Equinox classified as Fleet No. old-101, VIN#2GNFLFEK2G6336403; and

WHEREAS, the VIN# ending in 6403 listed on **Attachment A** hereto is several years old and is no longer used; and

WHEREAS, the Town intends to auction off said equipment in **Attachment A** at the next on-line auction.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby rescinds Resolution No. 2023.273, which surplus a 2016 Chevy Equinox classified as Fleet No. 103, VIN#2GNFLFEK3G6334532; and

BE IT FURTHER RESOLVED, that the 2016 Chevy Equinox classified as Fleet No. 103, VIN#2GNFLFEK3G6334532, is restored to the assets of the Department of Public Works; and

AND BE IT FURTHER RESOLVED, that the Town Board hereby declares as surplus the equipment listed on Attachment A; specifically, a 2016 model year Fleet #103 Chevy Equinox VIN#2GNFLFEK3G6334532.

This resolution shall take effect immediately upon its adoption.

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

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

Attachment "A"

DPW Miscellaneous Equipment

Year	Fleet #	Description	KVS#
Highway			
2016	old 101	Chevy Equinox VIN# 2GNFLFEK2G6336403	

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD APPROVING A
RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN AGREEMENT
WITH MONROE COUNTY DIVISION OF SOCIAL SERVICES AND ROCHESTER WORKS,
INC.**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York, in said Town of Irondequoit, on the 19th day of March, 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 County of Monroe (“County”), RochesterWorks, Inc., and the Town of Irondequoit (“Town”) desire to enter into an Intermunicipal Agreement with regard to a job training program; and

WHEREAS, the County has entered into a contract with Rochester Works to place and manage public benefit recipients in work experience activities and to develop Skills, Training and Experience Program (STEP) opportunities in the community, a copy of which is attached hereto as **Attachment A**; and

WHEREAS, the Town of Irondequoit, Department of Public Works, is a location where participants in the STEP program could learn skills; and

WHEREAS, this program is no cost to the Town of Irondequoit; and

WHEREAS, the term of this agreement is from April 1, 2024 through April 1, 2025. This agreement may be renewed in writing upon mutual consent of the parties; and

WHEREAS, this agreement shall remain in effect for the period stated above, unless it is terminated by any party with a sixty (60) day prior notice for any reason or no reason; and

WHEREAS, amendments to this agreement can be made only in writing and duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an Intermunicipal Agreement for the STEP jobs training program with the Monroe County Division of Social Services and RochesterWorks;

AND BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign any other documents necessary to effectuate the relationship and/or agreement.

This resolution shall take effect immediately upon its adoption.

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

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

Exhibit “A”



AGREEMENT WITH
TOWN OF IRONDEQUOIT
Monroe County Division of Social Services
And
RochesterWorks, Inc.

This AGREEMENT, by and between the MONROE COUNTY DIVISION OF SOCIAL SERVICES (MCDSS), with its principal place of business at 111 Westfall Rd, Rochester, New York 14620 and RochesterWorks, Inc., on behalf of the Skills, Training and Experience Program with its principal place of business at 100 College Ave Ste 200, Rochester, New York 14607, and 691 St. Paul St., Rochester, New York 14605.

And Town Of Irondequoit, with its principal place of business at 2629 E Ridge Rd Rochester, NY 14622 Hereinafter designated the "Sponsor"

WHEREAS, the MCDSS is the local social services district for Monroe County, New York and is charged with receiving and administering federal Temporary Assistance for Needy Families (TANF) funds, state Safety Net funds and Supplemental Nutrition Assistance Program Employment and Training (SNAP ET) funds to be used for work activities in accordance with New York State Social Services Law and its implementing regulations; and

WHEREAS, MCDSS has entered into a contract with RochesterWorks to place and manage public benefit recipients in work experience activities and to develop Skills, Training and Experience Program (STEP) opportunities in the community; and

WHEREAS, the Sponsor is a state or federal government institution, a municipality, a public agency, or a public or private nonprofit entity desiring to provide STEP activities for recipients of TANF, Safety Net, and/or SNAP under an agreement complying with such provision of law and regulations.

Now, therefore, it is agreed as follows:

1. RochesterWorks, as the MCDSS contracted vendor for the management of the Skills, Training, and Experience Program (STEP), shall assign to the Sponsor recipients of TANF, SN, or SNAP (hereinafter called "interns") to whom the Sponsor shall assign STEP activities in accordance with the provisions of this Agreement and Applicable law and regulations.
2. STEP activities shall be performed at the Sponsor's office, or at such other worksite locations mutually agreed upon by both parties in writing.
 - a. The STEP assignment, however, must serve a useful public purpose in fields such as health, social services, environmental protection, education, urban and rural development, and redevelopment, welfare, recreation, operation of public facilities, public safety, or child day care.
 - b. Prior to assigning any intern to a work site sponsor, both MCDSS and RochesterWorks have reviewed intern-provided information on their work history, interests, skills,

abilities, and any potential barriers to employment. This includes review of intern-provided information on criminal background, substance use history, mental and physical health limitations.

- c. Every effort is made to match the intern and the work site sponsor agency based on sponsor needs and consideration of the intern's individual circumstances.
3. The assignment of an intern to a work experience activity must not result in:
 - a. The displacement of any currently employed employee or loss of job or position, including partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits, or result in the impairment of existing contracts for services or collective bargaining agreements;
 - b. The assignment of an intern to a work experience activity when an employee is on layoff from the same or any equivalent position, or the sponsor has terminated the employment of any regular employee or otherwise has reduced its workforce with the effect of filling the resultant functional vacancy with such intern;
 - c. Any infringement of the promotional opportunities of the sponsor's employees;
 - d. The performance, by such intern, of a substantial portion of work ordinarily and performed by regular employees; or
 - e. The loss of a bargaining unit position as a result of the STEP intern performing, in part or in whole, the work normally performed by the employee in such position.
4. STEP assignments shall not be made at any worksite at which the regular employees are on a legal strike against the employer or are being subjected to a lock out by the employer.
5. No intern shall be assigned to a STEP activity that conflicts with his or her bona fide religious beliefs.
6. RochesterWorks will advise the Sponsor as to the number of mandatory hours for which each intern must participate in work experience activities each month.
 - a. An intern may be assigned to STEP activities for a maximum number of hours calculated by dividing his or her public assistance grant and SNAP benefits, if any, by the state or federal minimum wage, whichever is higher.
 - b. The limitation of the number of hours of work experience activities to which an intern may be assigned is only a calculation of allowable hours in work experience activity and does not mean that such intern is receiving a wage for the performance of such activities; the intern is not "working off" the grant, but is engaged in work experience activities as an element of his or her plan to become self-sufficient. In no event may an intern be required to work more than forty hours in any week.
 - c. Interns are generally placed at a sponsor agency for up to six months. Placements for over six months may be made under exceptional circumstances and only upon agreement of all parties.
7. RochesterWorks will advise the sponsor as to any limitations an intern may have with regards to the nature of STEP activities in which they may participate; interns will be required to perform only those activities that are within their physical capabilities.
8. The Sponsor will maintain and provide to RochesterWorks time records with respect to each intern and shall ensure that such time records are adequate to meet the needs of both RochesterWorks and MCDSS. Such time records will include the sponsor's name and address, the intern's name, the hours during which the intern participated in work experience activities, and the period covered by the report. The Sponsor will notify RochesterWorks if an intern refuses and/or fails to perform assigned work experience activities.

9. The sponsor warrants that it will not discriminate on the grounds of age, race, color, religion, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity of expression, or any other characteristic protected by federal, state or local laws.
10. Interns shall not be required to travel an unreasonable distance from their homes (generally a round trip lasting more than two hours) or to remain away from their home overnight for the purpose of participating in work experience activities.
11. The Sponsor shall provide for each intern, workers' compensation or equivalent protection for on-the-job injuries and tort claims protection on the same basis, although not necessarily at the same benefit level, as such protections are provided to the sponsor's employees.
12. The Sponsor shall promptly notify RochesterWorks of an intern's absence (whether for illness or otherwise), except when such absence is on a preplanned basis approved by RochesterWorks or MCDSS. Such notification shall include prompt telephone notice to RochesterWorks followed by written confirmation if requested. Additionally, the Sponsor shall report to RochesterWorks any injury to or illness of any intern.
13. The Sponsor shall provide adequate supervision to the intern.
 - a. Interns must always have on-site supervision from the work site sponsor agency.
 - b. The sponsor will review the performance and attitude of all interns with a representative RochesterWorks at regular and mutually convenient intervals.
 - c. The sponsor will provide RochesterWorks with an organizational chart that clearly outlines the supervision and reporting structure for interns placed with the sponsor.
14. The Sponsor will establish and maintain appropriate standards of health, safety, and other work conditions to ensure that interns are adequately protected against hazards or activities that may affect adversely their health or safety. Such standards shall meet or exceed those required by public employee safety and health standards as established in New York State Labor Law section 27-a.
15. MCDSS will provide transportation or will meet the cost of transportation, provide necessary allowance for childcare, and provide other supportive services as may be required by interns.
16. The sponsor shall provide any special clothing, specific tools or equipment that may be required for the intern to perform work experience activities.
17. Interns may be required to operate a motor vehicle while executing work experience activities. If so, the sponsor shall provide the motor vehicle, and shall provide adequate liability insurance for such motor vehicle which shall cover the intern who will be operating the vehicle. Only properly licensed interns may be assigned such work experience activities.
18. The Sponsor may terminate the work experience activities of any intern. The sponsor shall promptly furnish RochesterWorks with a written evaluation, content and format as provided by RochesterWorks, of the intern's performance and the reason for the termination.
19. The Sponsor may offer full-time paid employment to any intern, provided the sponsor furnishes to RochesterWorks and MCDSS written notice of such offer and the intern's acceptance or rejection thereof, including details as to the job description, wages and date of employment.
 - a. The sponsor agency may be eligible for wage subsidy/diversion programs operated by MCDSS and RochesterWorks including on the job training (OJT) funds and Transitional Employment Advancement Program (TEAP).
 - b. Sponsors interested in OJT or TEAP must contact RochesterWorks and MCDSS in writing to determine the intern's eligibility for the wage subsidy program PRIOR to the intern starting paid employment.
 - c. Eligibility determinations for OJT and TEAP are the sole responsibility of MCDSS and RochesterWorks. Sponsors will be notified of approval or denial of request for OJT or

TEAP funding in writing by RochesterWorks within six days of receiving the written request.

20. Confidentiality regulations generally prohibit MCDSS and/or RochesterWorks from disclosing any personal or case related information about the intern to the work site sponsor.

21. INDEMNIFICATION

22. RochesterWorks shall defend, indemnify and save harmless the Division and the County, its officers, agents, and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the Division and/or the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by RochesterWorks, its employees, agents or subcontractors, the provision of any products by RochesterWorks, its employees, agents, or subcontractors, arising from any act, omission or negligence of the Contractor, its employees, agents, or subcontractors, arising from any breach or default by RochesterWorks, its employees, agents, or subcontractors under the Agreement. Nothing herein is intended to relieve the Division or the County from its own negligence or misfeasance or to assume any such liability for the Division or the County by RochesterWorks.

23. TERM OF AGREEMENT

This Agreement shall be for the period April 1, 2024 through April 1, 2025. This agreement may be renewed in writing upon mutual consent of the parties.

24. TERMINATION OF AGREEMENT

This Agreement shall remain in effect for the period specified above, unless it is terminated by either party hereto, at any time upon sixty (60) days prior written notice to the other party for any reason, or for no reason.

25. AMENDMENTS TO AGREEMENT

This Agreement may be modified or amended only in writing and duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement.

By:

Commissioner, Monroe County Division of Social Services

Date:

By:

RochesterWorks, Inc., Executive Director

Date:

By: _____

Supervisor, Town of Irondequoit

Date: _____

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A CONTRACT
FOR SENIOR GOLF LEAGUES FOR SPRING/SUMMER 2024**

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 19th day of March 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans
Ann Cunningham
Grant Malone
John Perticone
Peter Wehner

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

Attorney for the Town

Harter Secrest & Emery LLP

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

WHEREAS, the Town of Irondequoit desires to contract with a golf course to provide tee times for the Senior Men's and Ladies' Golf Leagues in 2024; and

WHEREAS, pursuant to Irondequoit Town Code § 51-7, the Town of Irondequoit sought and obtained three written quotes for a 9-hole golf course within 15 miles that would accept two Town-run leagues; and

WHEREAS, Lake Shore Country Club submitted the lowest quote fitting the parameters needed for the leagues; and

WHEREAS, these programs are paid for with fees received from participants and are appropriated for this purpose in account 001.6772.4120.0000.6775; and

WHEREAS, the Town of Irondequoit seeks to contract for Senior recreational programming services with the Lake Shore Country Club as described in **Attachment A** hereto.

NOW THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into contracts with Lake Shore Country Club as described in Attachment A in such form as approved by the Attorney for the Town.

This resolution shall take effect immediately upon its adoption.

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

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

LAKE SHORE COUNTRY CLUB

1165 Greenleaf Road • Rochester, NY • 14612
(585) 663-9100
www.lakeshore-cc.com

2024 Shore Acres League Invoice

Today's Date: January 18, 2024

League Name: Irondequoit Senior Men

Starting Date: May 3, 2024

President: Jenna Kazak/Megan Hoffman

League Day: Friday

Starting Time: 8:15 AM

$\$11.50(\text{A.M.}) / \$12.50(\text{P.M.}) \times 20 \text{ Weeks} = \$ 230.00 \times 44 \text{ Players} = \$10,120.00$

TOTAL DUE: \$10,120.00

**** Balance Must be Paid by April 15, 2024 ****

Shore Acres Executive Course

2024 League Contract

I, (We), the undersigned officer(s) of the Town of Irondequoit, on behalf of the Irondequoit Senior Men's Golf League, understand and agree to the following terms for the 2023 golf season and affirm that I (we) have the authorization to act on behalf of the league.

1. Lake Shore Properties, Inc. agrees to reserve the 1st tee of Shore Acres Executive Course for the League's 44 players on Friday's from 8:15 to 9:30 A.M. /P.M. for 20 weeks beginning May 3, 2024 through September 20, 2024 (no play July 5).
2. Price per league player will be \$11.50 (A.M.) / \$12.50 (P.M.) x 20 weeks (16 week minimum) = \$230.00 per player for the 2024 golf season.
3. Please note there is a seven (7) minute allowance between groups teeing off. There is no charge for substitution as long as they are playing for a paid member of the league during regular league play. Fivesomes are not permitted on the course during league play.
4. Shore Acres pace of play: Golfers should not take more than 2 hours to play 9 holes.
5. The league treasurer or representative shall pay the league fees in full by April 15th, 2024. Payment must be made with one (1) check. Any league not paid in full will be denied playing privileges.
6. The league secretary or representative will be responsible for supplying Lake Shore Properties, Inc. with the names and emails of all its players. **This list should accompany the return of the executed contract. If this is not possible we must receive the final list at least one month prior to the league start date.**
7. Should there be any changes in League Officers, the new Officer(s) are obligated by the terms of this contract.
8. Changes or amendments to this contract must be approved by both the League Officer(s) and Lake Shore Properties, Inc.
9. League schedules shall be subject to Lake Shore's event schedule. In the event that the event schedule is amended after the league schedule is established and a league date is cancelled, the league shall have the option of rescheduling that date at any available weekday time or receiving a green fee coupon that is valid at any time.
10. Bringing beverages (soft or alcoholic) onto Lake Shore property is strictly prohibited. Each league member is entitled to purchase beverages at Shore Acres at a reduced price on the evening of the league.

Town Supervisor (please print) _____ Phone: _____

We declare that this contract, once signed and dated by the respective parties, will be the only contract applicable to the Town of Irondequoit, on behalf of the Irondequoit Senior Women's Golf League for 2024 and shall replace any previous contracts.

By (Town Supervisor) _____ Date: _____

The undersigned hereby commits Lake Shore Properties, Inc. to abide by the terms of this contract as stated above.

By (Lake Shore) John O'Brien _____ Date: 2/2/24

LAKE SHORE
COUNTRY CLUB

1165 Greenleaf Road • Rochester, NY • 14612
(585) 663-9100
www.lakeshore-cc.com

2024
Shore Acres League Invoice

Today's Date: January 18, 2024

League Name: Irondequoit Senior Women

Starting Date: May 15, 2024

President: Jenna Kazak/Megan Hoffman

League Day: Wednesday

Starting Time: 8:37 AM

\$11.50(A.M.) / \$12.50(P.M.) X 16 Weeks = \$ 184.00 X 20 Players = \$3,680.00

TOTAL DUE: \$3,680.00

**** Balance Must be Paid by April 15, 2024 ****

Shore Acres Executive Course

2024 League Contract

I, (We), the undersigned officer(s) of the Town of Irondequoit, on behalf of the Irondequoit Senior Women's Golf League, understand and agree to the following terms for the 2024 golf season and affirm that I (we) have the authorization to act on behalf of the league.

1. Lake Shore Properties, Inc. agrees to reserve the 1st tee of Shore Acres Executive Course for the League's 20 players on Wednesday's from 8:37 to 9:07 A.M. /P.M. for 16 weeks beginning May 15, 2024 through August 28, 2024.
2. Price per league player will be \$11.50 (A.M.) / \$12.50 (P.M.) x 16 weeks (16 week minimum) = \$184.00 per player for the 2024 golf season.
3. Please note there is a seven (7) minute allowance between groups teeing off. There is no charge for substitution as long as they are playing for a paid member of the league during regular league play. Fivesomes are not permitted on the course during league play.
4. Shore Acres pace of play: Golfers should not take more than 2 hours to play 9 holes.
5. The league treasurer or representative shall pay the league fees in full by April 15th, 2024. Payment must be made with one (1) check. Any league not paid in full will be denied playing privileges.
6. The league secretary or representative will be responsible for supplying Lake Shore Properties, Inc. with the names and emails of all its players. **This list should accompany the return of the executed contract. If this is not possible we must receive the final list at least one month prior to the league start date.**
7. Should there be any changes in League Officers, the new Officer(s) are obligated by the terms of this contract.
8. Changes or amendments to this contract must be approved by both the League Officer(s) and Lake Shore Properties, Inc.
9. League schedules shall be subject to Lake Shore's event schedule. In the event that the event schedule is amended after the league schedule is established and a league date is cancelled, the league shall have the option of rescheduling that date at any available weekday time or receiving a green fee coupon that is valid at any time.
10. Bringing beverages (soft or alcoholic) onto Lake Shore property is strictly prohibited. Each league member is entitled to purchase beverages at Shore Acres at a reduced price on the evening of the league.

Town Supervisor (please print) _____ Phone: _____

We declare that this contract, once signed and dated by the respective parties, will be the only contract applicable to the Town of Irondequoit, on behalf of the Irondequoit Senior Women's Golf League for 2024 and shall replace any previous contracts.

By (Town Supervisor) _____ Date: _____

The undersigned hereby commits Lake Shore Properties, Inc. to abide by the terms of this contract as stated above.

By (Lake Shore) Josh Allen Date: 1/18/24

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION ACCEPTING GIFTS FOR IRONDEQUOIT’S WINTERFEST CELEBRATION**

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 19th day of March, 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 for its adoption:

WHEREAS, Winterfest is a yearly community event designed to celebrate the winter season and the Irondequoit community; and

WHEREAS, Over 3,000 patrons attend this now-yearly Town Special Event to enjoy free wagon rides & marshmallow roasting, games, demonstrations, crafts, and other recreational activities; and

WHEREAS, The Summit Federal Credit Union, LeafGuard, C.A.P. Amusement, Monroe County Legislator Dave Long, Irondequoit Wegmans, Ridge-Culver Wegmans, Young Explosives Corp., Helmer Nature Center, Irondequoit Fire Department, Irondequoit Fire Explorers, Point Pleasant Fire Department, Sea Breeze Fire Department, St. Paul Fire Department, Monroe County Sheriff’s Department (Snowmobile Unit), Neon Wave, American Legion Post 134, Irondequoit Police Department, Irondequoit Department of Recreation, and Harris Funeral Home, desired to gift activities, space for event parking, supplies, and/or funds for activities and/or supplies to the Town for Winterfest.

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Irondequoit formally accepts those gifts in the form of activities, space for event parking, supplies and/or funds for activities and/or supplies from The Summit Federal Credit Union, LeafGuard, C.A.P. Amusement, Monroe County Legislator Dave Long, Irondequoit Wegmans, Ridge-Culver Wegmans, Young Explosives Corp., Helmer Nature Center, Irondequoit Fire Department, Irondequoit Fire Explorers, Point Pleasant Fire Department, Sea Breeze Fire Department, St. Paul Fire Department, Monroe County Sheriff’s Department (Snowmobile Unit), Neon Wave, American Legion Post 134, Irondequoit Police Department, Irondequoit Department of Recreation, and Harris Funeral Home.

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
Town Supervisor

Cunningham
Evans

voting
voting

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION ACCEPTING THE PROPOSAL FOR SOUND AND LIGHTING
SERVICES FOR TOWN SPECIAL EVENTS**

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 19th day of March, 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans

Ann Cunningham

Grant Malone

John Perticone

Peter Wehner

Town Supervisor

Town Board Member

Town Board Member

Town Board Member

Town Board Member

Harter Secrest & Emery LLP

Attorney for the Town

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

WHEREAS, it is necessary to procure sound and lighting services for various Town Special Events; and

WHEREAS, pursuant to the requirements of Section 51-13(B) of the Irondequoit Town Code, the Town sent out a request for proposals to three (3) businesses offering these services; and

WHEREAS, after receipt of proposals, and pursuant to Irondequoit Town Code § 53-13(B), the RFP Selection Committee recommends that the Town Board accept the proposal of DCM Productions, LLC for the required services; and

WHEREAS, funds have been appropriated for this purpose in the following accounts: #234.0234.4120 and #233.0233.4120.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the selection of DCM Productions, LLC to provide sound and lighting services for various Town Special Events from March 20, 2024, through December 31, 2027, with one three-year extension of the agreement upon mutual consent, for an annual fee of \$6,600, as described in more detail in **Attachment A** hereto.

AND BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to execute any and all necessary documents to enter into an agreement with DCM Productions, LLC in such form as approved by the Attorney for the Town.

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	_____



March 3, 2024

**RESPONSE TO
REQUEST FOR PROPOSAL
SOUND AND LIGHTING SERVICES**

SECTION 2

Proposal must include and/or acknowledge the following:

- a. **Identity of Respondent.** Proposals must identify the full legal name, address, and type of legal entity (e.g., partnership, limited liability partnership, professional liability company, sole proprietorship) with whom the contract will be entered. Proposals must also provide the name, telephone number, and email address of the representative authorized to discuss the proposals.

DCM Productions, Limited Liability Company (L.L.C.)
Daryl K. Maslanka; 1010 Clarkson Parma Town Line Rd., Hilton,
New York 14468 585-509-2834
Email: daryl.maslanka@twc.com

- b. **Summary of products and services rendered to the Town.** Proposals must provide a detailed summary of the products and services that will be provided to the Town. Services must include design, service, equipment, and staffing.

As evidenced by the provision of services to the Town of Irondequoit in the past, DCM Productions LLC has demonstrated the ability to provide the above mentioned requirements.

- c. **Detailed information concerning your background and experience in providing sound and lighting services, including equipment used in the last five years.** Experience should include international, regional, & local artists and festivals and a list of festivals and venues

where services have been rendered. (at least 3 references)

Daryl Maslanka's background includes a degree from the Rochester Institute of Technology in Electrical Engineering and he currently holds a Professional Engineering license in the State of New York. Daryl also attends conventions and seminars and subscribes to trade publications to keep apprised of changing technology in the sound and lighting industry and strives to apply new technology in ways which enhance the sound and lighting services he provides as DCM Productions LLC.

With respect to experience, Daryl has had the pleasure of working with local artists such as the Dady Brothers, Swing Shift, and Wild Geese, Nik and the Nice Guys, Ruby Shooz, Up 2 Something; recording artists Atomic Up and Elizabeth Von Trapp, Duke Jupiter, ; national artists such as Dave Mancini, The Mambo Kings, Herb Gross and the Invictas, Engywie Malmsteem, The Millennium Jazz Quartet, and The Stratton Mountain Boys; and international artists such as Master Yodeler Richard Brandl, Bodensee Express, Die Bayriche 7, Teada, and Fiddler's Green.

Sound /lighting and media services have been provided as follows:

- Town of Irondequoit, Rochester, New York: July 4th Celebration; Oktoberfest; the Summer Gazebo Concert Series; various patriotic parades and days of recognition; Youth Bureau's Arts and Musical Festival at East Ridge High School;
- Genesee Country Village-Old Time Fiddlers Faire
- German Federation of Rochester, Rochester, New York: German Fest;
- Rochester Irish Festival Committee, Rochester, New York: Irish Festival;
- Italian Festival
- St. Ritas Fiesta
- Newark High School, Newark New York: New York State School Music Association Zone 2 Area All-State Music Festival; The Wayne County All Star Music and Voice Competition; Newark High School Jazz in January; and Cabaret Night;
- Sackets Harbor, New York: Firemen's Field Days/Can-Am Festival;
- The Dick Mack Celebrity Golf Tournament, Rochester, New York;
- Beau Productions, Rochester, New York: The Greater Rochester International Airshow and the Holiday Light Show at Northampton Park;
- PEC Management, Rochester International Airshow
- Seneca Park Zoo Foundation, Rochester New York: Beastly Ball.
- American Public Works Association- Genesee Chapter Awards Banquet
- American Public Works Association- State Chapter state meeting
- Spencerport Canal Days
- Bishop Kearney High School-Musical productions, Hall of Fame Ceremony
- Irondequoit High School Performing Arts
- The Historic German House

References:

Carl Labate- Rainbow Talent

Mike Reinschidt- German

Federation

Mike Spang- former Parks and Rec director Irondequoit

- d. **List of equipment used in providing the services, including the age of equipment. The equipment must meet current industry standards for national touring artists and local and regional talent.**

See attached equipment description.

- e. **The Contractor shall provide information and demonstrate that his/her company has the ability to provide for the pickup, delivery, set-up, operation, staffing, striking, and return of equipment incidental to the offering of Special Event programs listed on page 6.**

As evidenced by the provision of services to the Town of Irondequoit in the past, DCM Productions LLC has demonstrated the ability to pickup, delivery, set-up, operate, strike and return equipment.

- f. **Evidence of ability to provide all equipment necessary for satisfactory sound and lighting services required for all programs that are now or may be scheduled.**

All of the equipment referenced in response to f. above is owned by DCM Productions LLC and exists in its inventory of equipment (see attached equipment listing) and believes this demonstrates the ability to provide all necessary equipment.

- g. **Evidence of ability to provide services and equipment as described above, a minimum of two hours prior to the starting time of the event.**

As evidenced by the provision of services to the Town of Irondequoit in the past, DCM Productions LLC has demonstrated the ability to provide services and equipment well within the times specified.

- h. **Description of qualifications and experience of personnel who will be assigned to provide services under this contract.**

All personnel who may be assigned under this contract are individuals who have knowledge of and experience in sound and lighting and are directly supervised, and given direction by, Daryl Maslanka.

- i. **Per unit cost for the provision of each service and basis of fee breakdown, including hourly rates for all team members.**

Pricing is listed as a per event activity. Pricing is based upon equipment utilized for event, labor to setup and take down equipment, transportation costs to mobilize equipment, and finally personnel to operate systems during show times.

If additional labor services are required outside the scope of the listed event, DCM Productions can provide the following labor rates:

Audio/Lighting Engineering services	\$50.00 /hr
Audio/Lighting Installation services	\$30.00/hr

If backline equipment is needed for certain artists/shows, a mutually acceptable fee sheet can be developed during contract negotiations if desired by the town. Backline equipment includes things like drum sets, guitars (acoustic and electric), bass guitars, Electric guitar and Bass guitar amplifiers, Keyboards, keyboard amplifiers, and any auxiliary equipment needed on stage for the artist. Audio visual equipment can also be included in this category such as projectors.

- j. **Identification of subcontractor(s), if any. All subcontractors must be identified.**

If Subcontractors are required, we will be pulling from the following pool of Subcontractors:

Jay Wolf Productions
TNT Productions
Frequency Sound and Lighting

- k. **If selected, the Contractor must provide proof of general liability, disability, and workers' compensation insurance at his/her expense according to Irondequoit Town Code § 194-4.**

DCM Productions will comply if selected for above mentioned services

RESPONSE TO PRICE QUOTE SHEET

Memorial Day	Cost/Event: \$400.00
Parade	
Cemetery Service	
Flag Day	Cost/Event: \$200.00
July 4th Celebration	Cost/Event: \$5,200.00
July 3rd Beverage Garden	
July 3rd Street Dance	
July 4th Parade - Titus Ave.	
July 4th Beverage Garden	
July 4th Gazebo Performance	
Movies under the Stars	Cost/Event: \$300.00
Veterans' Day, Town Hall	Cost/Event: \$200.00

Description of Equipment

The following is a list of Sound and Lighting Equipment that will be used if selected for the Town of Irondequoit 2024 Festival Season. The breakdown is by Event.

MEMORIAL DAY

Cemetery Event: Sound Only

- (3) Yamaha 115IV Speakers or powered speaker equivalent
- (3) Ultimate Support Stands (for Speakers)
- (1) Yamaha emx 512 mixer amp
- (1) Tascam CD/Ipod Player w/music
- (1) Shure wireless Mic
- (1) Associated Cable and Wiring
- (1) Labor for setup/takedown and show operation

Parade: Sound Only

- (4) Yamaha 115IV Speakers or powered speaker equivalent
- (4) Ultimate Support Stands (for Speakers)
- (2) Yamaha SM115IV Monitors
- (1) Yamaha emx 512 mixer amp
- (1) Tascam CD/Ipod Player w/music
- (1) Crest VS-450 Power Amp
- (2) Shure wireless Mic
- (2) Shure SM-58 Mics (stand-by)
- (1) Associated Cable and Wiring
- (1) Labor for setup/takedown and show operation

VETERANS DAY

Sound Only

- (3) Yamaha 115IV Speakers or powered speaker equivalent
- (3) Ultimate Support Stands (for Speakers)
- (1) Yamaha emx 512 mixer amp
- (1) Tascam CD/Ipod Player w/music
- (1) Shure wireless Mic

- (1) Associated Cable and Wiring
- (1) Labor for setup/takedown and show operation

FLAG DAY

Sound Only

- (3) Yamaha 115IV Speakers or powered speaker equivalent
- (3) Ultimate Support Stands (for Speakers)
- (1) Yamaha emx 512 mixer amp
- (1) Tascam CD/Ipod Player w/music
- (1) Shure wireless Mic
- (1) Associated Cable and Wiring
- (1) Labor for setup/takedown and show operation

FOURTH OF JULY

Beverage Garden: Sound and Lighting (7/ 3-7/ 4)

- (4) Yamaha 115IV Speakers or powered speaker equivalent
- (2) Yamaha 215IV Sub Woofer or powered speaker equivalent
- (6) Yamaha SM115IV Monitors or powered speaker equivalent
- (1) Behringer X-32 32 channel mixer
 - six Monitor Mixes and four effects mixes
- (4) Digital Effects engines in console
- (4) Crown Power Amps
- (8) Shure SM-57 Mics and Stands
- (8) Shure SM-58 Mics and Stands
- (1) Drum kit mics Sennhaier
- (2) Shure wireless Mic
- (1) Associated Eq's for main and monitor mixes in console
- (1) Digital Loud speaker management
- (1) Associated Speaker and Mic Cables
- (8) Direct Boxes
- (1) 100 ft Whirlwind 32 channel Snake
- (4) Power strips and AC Power cords for Band

- (16) PAR 56 LED Lighting Fixtures
- (1) Associated Dimmer Packs and Cabling
- (1) NSI 24/48 Channel Memory Lighting Console
- (1) Labor for setup/takedown and show operation

(Above list set as minimum standard for system)

Street Dance: Sound and Lighting (7/ 03)

- (8) Yamaha 115IV Speakers or powered speaker equivalent
- (8) Yamaha 118IV Sub Woofer or powered speaker equivalent
- (8) Yamaha SM115IV Monitors or powered speaker equivalent
- (1) Midas M32 40 channel mixer
 - six Monitor Mixes and four effects mix
- (4) Digital effects engines
- (1) Digital speaker management/processing unit
- (4) Crown K2 Power Amp Mains
- (4) Crown K2 Power Amp Monitors
- (1) Sony CD Player w/music
- (12) Shure SM-57 Mics and Stands
- (12) Shure SM-58 Mics and Stands
- (4) Shure diversity wireless Mics
- (1) Associated Speaker and Mic Cables
- (8) Direct Boxes
- (1) 150 ft Whirlwind 32 channel Split Snake
- (4) Power strips and AC Power cords for Band
- (2) 5'x7' x6' high rolling platform for speakers (scaffolding)
- (12) PAR 64 LED Lighting Fixtures w/gels for Front Lighting
- (24) PAR 64 LED Lighting Fixtures w/gels for Stage Lighting
- (1) Associated Dimmer Racks and Cabling
- (1) NSI 64 Channel Memory Lighting Console
- (1) Power and Distribution Cabling
- (1) Labor for setup/takedown and show operation

Gazebo System: Sound and Lighting (lighting on 07/ 04)

- (8) Yamaha 115IV Speakers or powered speaker equivalent
- (6) Yamaha SM115IV Monitors or powered speaker equivalent
- (1) presonus 32 channel mixer
 - six Monitor Mixes and four effects mixes
- (4) Digital Effects Engines
- (4) Crown K2 Power Amp
- (1) Tascam CD/Ipod Player w/music
- (8) Shure SM-57 Mics and Stands

- (8) Shure SM-58 Mics and Stands
- (8) Shure SM-94 Mics and Stands for choir
- (2) Shure diversity wireless Mic
- (1) Associated Speaker and Mic Cables
- (6) Direct Boxes
- (1) 150 ft Whirlwind 32 channel Snake
- (2) 5'x7' x3'high rolling platform for speakers (scaffolding)
- (4) Power strips and AC Power cords for Band/acts
- (12) PAR 64 Lighting Fixtures w/gels for Front Lighting
- (1) Associated Dimmer Packs and Cabling
- (1) NSI 24 Channel Memory Lighting Console
- (1) Labor for setup/takedown and show operation

Parade: Sound Only

- (4) Yamaha 115IV Speakers or powered speaker equivalent
- (4) Ultimate Support Stands (for Speakers)
- (2) Yamaha SM115IV Monitors or powered speaker equivalent
- (1) Yamaha emx 512 mixer amp
- (1) Tascam CD/Ipod Player w/music
- (1) Crest VS-450 Power Amp
- (2) Shure wireless Mic
- (2) Shure SM-58 Mics (stand-by)
- (1) Associated Cable and Wiring
- (1) Labor for setup/takedown and show operation

Movies under the Stars

- (5) Yamaha 115IV Speakers or powered speaker equivalent
- (5) Ultimate Support Stands (for Speakers)
- (2) Yamaha SM118V Sub Speaker or powered speaker equivalent
- (1) Yamaha emx 512 mixer amp
- (1) Tascam CD/Ipod Player w/music
- (1) Crest VS-450 Power Amp
- (1) Shure wireless Mic (for Announcing)
- (1) Associated Cable and Wiring
- (1) Labor for setup/takedown and show operation

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING THE TOWN ENGINEER TO UPDATE THE
TOWN’S ZONING CODE**

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 19th day of March, 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 finds it necessary to undertake a comprehensive update of the Town’s Zoning Code (Irondequoit Town Code Chapter 235) (“the Code Update”); and

WHEREAS, by Resolution No. 2014-022, the Town Board authorized a contract between the Town and LaBella Associates, D.P.C. (“LaBella”) whereby LaBella serves as the Town Engineer; and

WHEREAS, the contract between the Town and LaBella allows the Town to expand the scope of LaBella’s services to include “Specific Projects of Limited or Comprehensive Services,” provided LaBella prepares a proposal for the additional services and the Town provides written authorization for the additional services

WHEREAS, the Town Board would like to engage LaBella for the Code Update; and

WHEREAS, LaBella presented the Town Board with a proposal for the Code Update at the Workshop Meeting of the Town Board on March 11, 2024, a copy of which is attached hereto as **Attachment A** (the “Proposal”);

WHEREAS, the Town Board desires to authorize LaBella to perform the services listed in the Proposal at the price listed therein.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Town Supervisor to provide LaBella with the written authorization to perform the work described in the Proposal at a cost not to exceed \$10,000 for Phase One and not to exceed \$78,300 for Phase Two in a form approved by the Attorney for the Town.

AND BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign all documents, as approved by the Attorney for the Town, necessary to effectuate this Resolution.

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_____