



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

REGULAR TOWN BOARD MEETING

November 19, 2024

7:00 PM

AGENDA

11/15/2024 1:41 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

SUPERVISOR'S REMARKS & ANOUNCEMENTS

PUBLIC INPUT

FINANCIAL REPORT

APPROVAL OF MINUTES

October 07, 2024 Workshop Board Meeting

October 15, 2024 Budget 1 Workshop Meeting

October 15, 2024 Regular Town Board Meeting

October 16, 2024 Budget 2 Workshop Meeting

October 21, 2024 Special Town Board Meeting

ITEM(S) FOR BOARD ACTION:

Public Hearings:

7:35 PM

11PH2024-1 On the Matter of Approving a Special Use Permit for 55 & 61 Waldo Avenue in the R-2 Residential District

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

7:36 PM

11PH2024-2 **On the matter of applying for a grant through Restore NY for two properties in Irondequoit located at 4530 St. Paul Blvd (Tax Id#061.11-1-4) and 400 Skyview Center Parkway (Tax ID#092.05-1-85.2).**

11PH-2 **Resolution** Approving the application to apply for the Restore NY NYS Grant Program for 4530 St. Paul Blvd and 400 Skyview Center Parkway

7:37 PM

11PH2024-3 **On the matter of sharing the results of an electronic survey soliciting input relative to Short-Term Rentals**

11PH-3 **Resolution** Adopting the Results of the Short - Term Rental Survey

Appointments

11A2024-1 **Resolution** Authorizing the Provisional Appointment of a Custodian

11A2024-2 **Resolution** Authorizing the Permanent Appointment of an Assessment Clerk

11A2024-3 **Resolution** Authorizing the Permanent Appointment of a Payroll Clerk

11A2024-4 **Resolution** Authorizing the Provisional Appointment of Real Property Appraiser

Community Development

11A2024-5 **Resolution** Filing a Conservation Board Vacancy

11A2024-6 **Resolution** Authorizing the Adoption of the 2025 Irondequoit Historic Preservation Commission Meeting Schedule

11A2024-7 **Resolution** Authorizing the Adoption of the 2025 Irondequoit Conservation Board Meeting Schedule

11A2024-8 **Resolution** Authorizing the Adoption of the 2025 Irondequoit Planning Board Workshop and Meeting Schedule

11A2024-9 **Resolution** Authorizing the Adoption of the 2025 Irondequoit Zoning Board of Appeals Meeting Schedule

11A2024-10 **Resolution** Awarding a Contract for the Demolition of 95 Lake Bluff Road

Comptroller:

11A2024-11 **Resolution** Authorizing an Agreement for Legal Services and the Use of Fund Balance

Police:

11A2024-12 Resolution Authorizing the Supervisor to enter into contracts and accepting funding for DWI Programs

Public Works

11A2024-13 Resolution Awarding a Bid for Electrical Services for Town of Irondequoit Facilities

11A2024-14 Resolution Awarding a Bid for Scoreboards at McAvoy Park

11A2024-15 Resolution Declaring certain equipment as surplus property

11A2024-16 Resolution Authorizing the Supervisor to enter into a contract for HVAC services at various Town of Irondequoit Facilities

11A2024-17 Resolution Authorizing the Supervisor to enter into an Intermunicipal Agreement with Point Pleasant Fire District

Recreation:

11A2024-18 Resolution Authorizing the Special Events 2025 Calendar

11A2024-19 Resolution Facilitating the Planning of Special Events

Supervisor:

11A2024-20 Resolution Authorizing Grant Funding Awarded from Monroe County

Town Clerk:

11A2024-21 Resolution Authorizing Surety, Form and Amount of Official Undertaking for the Faithful Performance of the Duties of The Town Clerk and Receiver of Taxes and Assessment

11A2024-22 Resolution Approving the Special Event License for the Seabreeze Volunteer Fire Association

Upcoming Meeting Schedule

SPECIAL MEETING: November 18, 2024 @ 4PM

REGULAR TOWN BOARD MEETING: November 19, 2024 @ 7 PM

WORKSHOP MEETING: December 09, 2024 @ 4PM

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		
				23,514,580				
001 General (includes cemetery)		26,601,423	29,518,992	22,723,151	791,429	6,004,412	83.3%	79.7%
percent of amended budget				77.0%	2.7%	20.3%		
005 Library		2,846,496	2,657,196	2,173,273	54,146	629,777	83.3%	78.0%
percent of amended budget				76.1%	1.9%	22.0%		
021 Highway # 1, Road Impvts.		3,772,281	3,947,691	3,010,239	214,316	723,136	83.3%	81.7%
percent of amended budget				76.3%	5.4%	18.3%		
023 Highway # 3, Equipment Maint		1,105,315	1,105,315	808,107	60,728	236,479	83.3%	78.6%
percent of amended budget				73.1%	5.5%	21.4%		
024 Highway # 4, ROW / Winter		1,165,368	1,165,368	747,460	44,957	372,952	83.3%	68.0%
percent of amended budget				64.1%	3.9%	32.0%		
031 Consolidated San. Sewer Dist		3,843,057	4,101,801	2,765,309	277,301	1,059,191	83.3%	74.2%
percent of amended budget				67.4%	6.8%	25.8%		
038 Stormwater Drainage Dist		939,830	939,830	452,693	25,340	461,797	83.3%	50.9%
percent of amended budget				48.2%	2.7%	49.1%		
036 LaSalle Landing Sewer District		136	136	0	0	136	83.3%	0.0%
percent of amended budget				0.0%	0.0%	100.0%		
039 Rock Beach San. Sewer Dist		7,852	7,852	326	0	7,526	83.3%	4.1%
percent of amended budget				4.1%	0.0%	95.9%		
040 Orland Road San. Sewer Dist.		16,874	16,874	1,437	0	15,437	83.3%	8.5%
percent of amended budget				8.5%	0.0%	91.5%		
051 Sea Breeze Water District		1,226,631	1,226,631	1,031,170	0	195,461	83.3%	84.1%
percent of amended budget				84.1%	0.0%	15.9%		
071 - 098 Lighting Districts		129,470	129,470	43,679	0	85,791	83.3%	33.7%
percent of amended budget				33.7%	0.0%	66.3%		
TOTAL		41,654,733	45,017,156	33,756,844	1,468,218	9,792,094	83.3%	78.2%
				35,225,062				
Percent of Amended Budget Spent				75.0%				
Percent of Amended Budget Encumbered					3.3%			
Total Percent Spent & Encumbered								78.2%
Tax Levy Sensitive		35,491,019	38,594,698	29,462,231	1,165,576	7,966,891	83.3%	79.4%
Total Spent + Encumbered			30,627,807	76.3%	3.0%	20.6%		79.4%
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	298,126	-65,396			128.1%
Sales Tax (001-1120)		6,700,000	6,700,000	2,744,192	3,955,808			41.0%
Mortgage Tax (001-3005)		990,000	990,000	208,730	781,270			21.1%
AlM-Related Payments-NYS (001-2750)		613,283	613,283	0	613,283			0.0%
Interest Earnings (001-2401)		25,000	25,000	20,704	4,296			82.8%
Franchise Cable TV (001-1170)		646,000	646,000	272,478	373,522			42.2%
Recreation Program Fees (001-2001)		673,300	673,300	647,247	26,053			96.1%
Cemetery Revenues (001-2190/2665)		166,000	166,000	144,401	21,599			87.0%
Fines & Bail Forfeitures (001-2610)		101,000	101,000	62,609	38,391			62.0%
Other Sources of Revenue		2,199,320	2,199,320	2,632,663	-433,343			119.7%
Appropriated Fund Balance		1,464,620	1,464,620	1,464,620	0			
Total, Revenue & Fund Balance		26,601,423	26,601,423	21,285,940	5,315,483		83.3%	80.0%

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	109,738	10,341			91.4%
Appropriated Fund Balance	40,000	40,000	40,000	0			
Total, Revenue & Fund Balance	2,846,496	2,846,496	2,836,155	10,341		83.3%	99.6%
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	894,238	846,542			51.4%
Appropriated Fund Balance	500,000	500,000	500,000	0			
Total, Revenue & Fund Balance	6,042,964	6,042,964	5,196,422	846,542		83.3%	86.0%
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	188,328	-77,515			170.0%
Appropriated Fund Balance	250,000	250,000	250,000	0			
Total, Revenue & Fund Balance	3,843,057	3,843,057	3,920,572	-77,515		83.3%	102.0%
038 Stormwater Drainage District							
District Service Charges	935,311	935,311	935,311	0			100.0%
Other Sources of Revenue	4,519	4,519	29,667	-25,148			656.5%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	939,830	939,830	964,978	-25,148		83.3%	102.7%
036 LaSalle Landing Sewer District							
District Capital Charges	136	136	136	0			100.0%
Other Sources of Revenue	0	0	-16	16			#DIV/0!
Total Revenue	136	136	120	16		83.3%	88.1%
039 Rock Beach San. Sewer District							
District Capital Charges	7,852	7,852	7,851	1			100.0%
Other Sources of Revenue	0	0	-57	57			#DIV/0!
Total Revenue	7,852	7,852	7,794	58		83.3%	99.3%
040 Orland Road San. Sewer District							
District Capital Charges	16,874	16,874	16,874	0			100.0%
Other Sources of Revenue	0	0	355	-355			#DIV/0!
Total Revenue	16,874	16,874	17,229	-355		83.3%	102.1%
051 Sea Breeze Water District							
District Real Estate Tax	42,975	42,975	42,975	0			100.0%
Other Sources of Revenue	1,183,656	1,183,656	951,199	232,457			80.4%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	1,226,631	1,226,631	994,174	232,457		83.3%	81.0%
071 - 098 Lighting Districts							
District Real Estate Tax	129,470	129,470	129,470	0			100.0%
Other Sources of Revenue	0	0	11,580	-11,580			
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	129,470	129,470	141,050	-11,580		83.3%	108.9%
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	9,216,198	6,290,298			59.4%
TOTAL	39,400,113	39,400,113	33,109,830	6,290,299		83.3%	84.0%
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	35,364,450	6,290,299			84.9%

Town Board Meeting Notes

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

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

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

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

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

As of October 31, the General Fund has recorded \$21,286k of revenue equating to 80.0% of the budget. The major General Fund revenues received to-date include: Rreal estate tax —\$12,790 (100%), PILOT revenue is all in at \$298k (128%)

Sales Tax of \$2,744k represents 5 months of revenue— 41.0% of budget and Aid & Incentives to Municipalities (AIM) at \$613k. In October, the Town received Franchise Cable TV revenue of \$272k (42.2%). Recreation Program Fees equate to 96.1% in the amount of \$647k. Cemetery Revenues of \$144k (87.0%) of budget have been recorded.

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

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

Workshop Meeting of the Town Board of the Town of Irondequoit, held in the Broderick Room at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 7th day of October 2024 at 4:00 P.M, there were:

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

Others in attendance included Chief of Police Scott Peters, Planning and Zoning Coordinator Michelle Nichols, Comptroller Diana Marsh, Director of Community Development Bill Lang, Director of Recreation Shannon Grieve, Director of Human Resources Jason Vinette, Commissioner of Public Works Erin Magee, Deputy Court Clerk Kim Kimble and Town Clerk Latasha Elder.

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

SUPERVISOR'S REMARKS: The Supervisor stated the updated meeting schedule for the upcoming months. The Recreation Department was thanked for putting on a great Fall Kickoff event. Several cultural celebrations will be taking place during the coming weeks. Supervisor announced the National Federation for the Blind will be hosting a presentation on 10/08/2024 at 11am to discuss driverless cars.

PRESENTATION: Proposal by "But Wait There's More", LLC. They wish to hold the Hoochenanny Music Festival in Irondequoit. Tommy Brunette gave background information about the festival and what they are hoping to accomplish with having it here in Irondequoit.

DEPARTMENT HEAD UPDATES:

Deputy Court Clerk Kim Kimble: Currently working on the JCAP grant. Lobby restrooms are being updated.

Commissioner of Public Works Erin Magee: Reports the department is wrapping up paving season and brush pickup. Continuing to work on several construction projects across town. Right of Way tree planting continues into Fall. Reconstruction of Bellehurst Pump Station has been started.

Director of Community Development Bill Lang: Provided department statistics. Stated currently working on a few large-scale projects across the Town. Significant progress has been made on the LWRP process. Stated there have been open houses regarding Short Term Rentals.

Director of Recreation Shannon Grieve: Spook-tober event kickoff on 10/05/24 included Movies Under the Stars, a Haunted House and several other activities. The final outdoor market on 10/10/24 will be a Fall Festival theme. The weekly indoor market will begin on 11/07/24 from 4pm-7pm in the Market Shed. A Trunk-a-Treat event takes place on 10/25/24 from 5:30pm to 7:30pm at the Community Center. On 11/11/24 a Veterans Ceremony will be held at Town Hall Campus at 11am.

Chief of Police Scott Peters: Gave information regarding Knapp Avenue homicide investigation. Currently training on Body Worn Cameras. Starting the Fall in-service training for officers. Putting together an RFP for a towing contract.

Town Clerk Latasha Elder: Collecting School taxes through October. Taking Seabreeze Water payments. The Office has seen an increased number of FOIs request, which is keeping the office busy.

Comptroller Diana Marsh: Continuing to work on budget. A tentative budget is scheduled to be presented later in the week. Working on CDBG year end reporting. Normal day to day duties (issuing checks and depositing money).

Town Attorney Andrew Brown: Continues to support various departments. No new items. Current litigations are open and active but are at a standstill.

Financial Report: Comptroller Diana Marsh gave the financial report as of September 30, 2024. 75% of the year has elapsed and the Town's total expenses (actual expenditures + encumbrances) of \$32,044k are lower than budget at 71.4%. Actual expenses are \$30,180k (67.2% of budget) & encumbrances are \$1,863k (4.1% of budget). Typically, encumbrances are still sizable at this point in the year as departments are committing to services, supplies, and commodities that will be needed for the remainder of the year.

The General Fund total expenses of \$21,458k are below budget at 73.0%. The actual expenditures total \$20,690k (70.3% of budget) and encumbrances are \$768k (2.6% of budget). Encumbrances include town-wide street lighting, legal fees, EMS services and other contracted expenses throughout the Town.

Overall, the total expenses of the Highway Funds are \$4,599k or 73.9% of budget—lower than the 75% of the year that has elapsed. Actual expenditures are \$3,808k, 61.2% of budget and encumbrances total \$790k, 12.7% of budget. The costs continue to be driven by considerable expenses and encumbrances for gas, fuel, road salt, equipment parts and road paving.

The Library expenditures are lower than budget at 65.4%—a year-to-date total of \$1,868k. Expenses in the Sewer Fund of \$2,734k are below budget at 66.7%. Actual expenditures are \$2,461k, 60% of budget and encumbrances are \$273k, 6.7% of budget. Stormwater Drainage expenses are approximately 45% of budget—a total of \$423k.

The General Fund has received 78.1% of budgeted revenue of \$20,773k. Real Estate tax of \$12,790k has been collected. 128% of the Payment in Lieu of Tax (PILOT) revenue of \$298k is in. The Town has recorded 5 months of Sales Tax revenue in the amount of \$2,744k (41% of budget).

Aid & Incentive to Municipality revenue of \$613k was received in September. Recreation has received 88.7% of its budgeted revenue as of September 30.

Regarding the entire Town: \$34,457k or 82.7% of revenue and appropriated fund balance has been received to-date approximately \$19,279k is from Real Estate tax.

At month-end, the Library has confirmed revenue of \$2,829k – 99.4% of budget. 85.7% or \$5,176k of revenue has been received by the Highway. 101.8% of the Sewer fund revenue or \$3,912k has been received. Stormwater Drainage has verified 100.9% of its budgeted revenue - \$948k.

Page 3 of this report presents the third quarter year-to-date summary and comparison to the prior 6 years. Regarding expenditures by fund – which are shown on the top third of the page: overall, 71.4% of total budget spent and encumbered is comparable to the prior five years.

The middle third of the page contains the revenue for the General Fund; the bottom third of the page allows for revenue comparisons of the other funds; the last line reflects the bottom-line collective revenue and appropriated fund balance for the Town.

The 2024 General Fund revenue reflects 78.1% of budget received to date, on par with the 2023 and prior year revenues.

The revenue and appropriated fund balance for the Town as a whole is 82.7%, which is similar to the prior 5 years. Minor revenue variations are common due to timing of receipts and/or budget changes year to year.

In addition, American Rescue Funds of \$22,455k have been received.

The use of this funding is restricted for the response to and relief of COVID-19. This funding must be allocated to projects no later than December 31, 2024 and expended by December 31, 2026. Approximately \$21,811k (97.1%) has been allocated to projects. Of this allocation, approximately \$15,721k (72.0%) has been expended and \$4,186k (19.2%) remains encumbered for various projects.

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

REVIEW OF AGENDA ITEMS FOR THE OCTOBER 15, 2024 REGULAR TOWN BOARD MEETING:

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

ITEMS FOR BOARD ACTION:

No items for Board Action

The next meeting is the Regular Town Board Meeting on Tuesday, October 15th, 2024 @ 7:00 p.m. in the Broderick Room of the Town Hall.

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the Workshop Meeting was adjourned at 5:34 p.m.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,

A handwritten signature in black ink that reads "Latasha Elder". The script is cursive and fluid, with the first name "Latasha" and the last name "Elder" clearly distinguishable.

Latasha Elder, Town Clerk

**BUDGET WORKSHOP MEETING
OCTOBER 15, 2024
4:00 P.M.**

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

Also Present: Commissioner Erin Magee, Chief Scott Peters, Assessor Anthony Constanza, Director of Human Resources Jason Vinette, Comptroller Diana Marsh and Town Clerk Elder.

Supervisor Evans called the meeting to order, Pledge was said, and Roll Call was taken.

Supervisor Evans presented the Preliminary 2025 budget to the Town Board members. He is looking at forming a citizen’s budget committee for next year.

Budgets to be reviewed:

Parks: The 2025 Parks budget, including the Historian, increased approximately \$8,500 (.83%). Revenues are anticipated to increase with the sale of equipment. Salary and benefit increases were offset by reduction of debt service (as debt is retiring) and reductions in contracted service line items. The Historian’s budget proposes an increase of \$1,800 to the tax levy primarily for the purchase of historical plaques.

Cemetery: A decrease of about 12% is proposed in the Cemetery budget. To compensate for increased salaries and benefits, reductions were made with the contracted service lines.

Building Maintenance: An increase of \$153,383 (16.05%) is proposed in the Building Maintenance department. The largest variance with Building Maintenance comes from the transfer of the utility cost from recreation to the community center maintenance accounts.

Public Works General Fund: The general fund within Public Works include administration, sidewalks, communications, central garage, solid waste management, trees and traffic control. Within all these functions, the budget is proposed to increase 1.88% (\$38,044).

Public Works Consolidated Highway Funds: In total, the Consolidated Highway funds are decreasing \$211,673 (5.57%). The largest contributing factor to this decrease is a reduction of capital lease debt service as leases are ending and new leases are not proposed in the 2025 budget.

Public Works Storm Drainage Fund: The Storm Water Drainage fund special assessment of \$970,012 is an increase from 2024 of 3.7%. The increase in this fund can largely be attributed to increased debt service as a new capital lease is proposed for equipment replacement.

Public Works Consolidated Sewer Fund: The special district assessment for the Consolidated Sewer District totals \$3,434,877, a decrease from the prior year of approximately \$47,000. The proposed rate will decrease the unity cost by \$1.07 (.07%) to \$143.77 per unit.

Public Works Other Special Districts: Other special districts within the Public Works include Orland Rd. Sewer District, Rock Reach Rd. Sewer District and the LaSalle Landing Sewer District. Rock Beach and Orland Sewer Districts have fixed annual costs based on debt service. The LaSalle Landing Sewer District cost is determined by the

Town of Penfield as the properties are connected to Penfield's Sewer District. The Town is looking to add the Bayshore District, once it is approved by the county.

Police: The Police Department budget, including Animal Control, is an increase to the levy of about \$643,000 (4.82%). Salaries and benefits are the primary reason for the increase. Combined salaries and benefits increased 7.8% (\$980,658). Animal Control is proposed to increase about \$2,800 due to increased costs of kenneling animals.

Assessor: The Assessor's 2025 budget is proposed to decrease 10.62% (\$43,029). Decrease in contracted services and benefits is the reason for the reduction. Benefits are decreasing due to fewer employees enrolled in Town sponsored health insurance.

Human Resources: The budget for Human Resources is proposed to increase by almost \$87,000 (32.89%), This increase is directly related to the relocation of the Diversity, Equity and Inclusion (DEI) officer to Human Resources from the Supervisor's office.

Comptroller: The Comptroller and auditing budgets combined are expected to increase by \$38,300 (32.89%). This is attributed to increased benefit costs. Other expenses (contracted services) are decreasing. Reductions include a decrease in postage and office supplies as we are working toward ACH payments to vendors next year, reducing the cost of printing and mailing checks.

Unallocated Revenues: Unallocated revenues include general revenue streams to the Town (sales tax, mortgage tax, per capita aid, etc.) that are used to finance all functions of the Town. Based on historical data, sales tax has increased to reflect the most recent 5-year average. In past years, the Town has been conservative in budgeting for sales tax due to the unpredictability of the economy.

Unallocated Expenses: Unallocated expenses are expenditures that benefit the Town as a whole (insurance, municipal dues, ambulance, etc.) and they are decreasing by 9.68% (\$65,618). The primary reason for the decrease is the central mailing. The mailing of "Eye on Irondequoit" brochures is being discontinued in 2025. Brochures will still be published and available but will not be mailed to each household.

Street Lighting: Street Lighting expenses are decreasing significantly in 2025. Since the purchase of the streetlights, the Town is saving on the rental from RG & E, as well as recognizing savings from the LED bulb replacement.

Town Board: The 2025 budget for the Town Board is proposed to decrease by 22.4% (\$36,407). The reason for this decrease is a reduction of benefits as fewer members are enrolling in Town-sponsored health insurance plans.

Supervisor: The Supervisor's 2025 budget is proposed to decrease about 7.8%. This is due to the transfer of the Diversity, Equity and Inclusion (DEI) officer to Human Resources.

Attorney: The proposed 2025 budget for the Town Attorney is expected to remain flat at \$460,000 for general legal services and planning related legal services.

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 **15th day of October 2024**, at 7:00 P.M., local time, there were:

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

Others in attendance included Chief Scott Peters, Comptroller Diana Marsh, Commissioner of Public Works Erin Magee, Director of Development Services Bill Lang, Director of Recreation Shannon Grieve, Planning and Zoning Coordinator Michelle Nichols, and Town Clerk Latasha Elder.

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

SUPERVISOR'S REMARKS AND ANNOUNCEMENTS: Stated that the Chief of Staff is leaving and wishes her the best of luck. Currently in budget season and gave dates of future budget meetings. Informed residents of several events happening in Town over the next few weeks.

PUBLIC INPUT:

Mark Halldow, 39 Schnackel Dr., gave his input regarding short-term rentals.

Marsha Enright, 75 Clay Ave., gave her input regarding short-term rentals.

Charlie Synder, 2496 Oakview Dr., provided his input regarding the rezoning of 2305 Portland Avenue (Battatini's).

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

FINANCIAL REPORT:

Comptroller Diana Marsh gave the Financial Report as of September 30, 2024. **The 2024 financial results as of September 30th: 75% of the year has elapsed and the Town's total expenses (actual expenditures + encumbrances) of \$32,044k are lower than budget at 71.4%. Actual expenses are \$30,180k (67.2% of budget) & encumbrances are \$1,863k (4.1% of budget). Typically, encumbrances are still sizable at this point in the year as departments are committing to services, supplies, and commodities that will be needed for the remainder of the year.**

The General Fund total expenses of \$21,458k are below budget at 73.0%. The actual expenditures total \$20,690k (70.3% of budget) and encumbrances are \$768k (2.6% of budget). Encumbrances include town wide street lighting, legal fees, EMS services and other contracted expenses throughout the Town.

Overall, the total expenses of the Highway Funds are \$4,599k or 73.9% of budget—lower than the 75% of the year that has elapsed. Actual

expenditures are \$3,808k (61.2% of budget) and encumbrances total \$790k (12.7% of budget). The costs continue to be driven by considerable expenses and encumbrances for gas, fuel, road salt, equipment parts, and road paving.

The Library expenditures are lower than budget at 65.4%—a year-to-date total of \$1,868k. Expenses in the Sewer Fund of \$2,734k are below budget at 66.7%. Actual expenditures are \$2,461k (60.0% of budget) and encumbrances are \$273k (6.7% of budget). Stormwater Drainage expenses are approximately 45% of budget—a total of \$423k.

The General Fund has received 78.1% of budgeted revenue at \$20,773k. Real estate tax of \$12,790k has been collected. 128% of the Payment In Lieu of Tax revenue of \$298k is in. The Town has recorded 5 months of Sales Tax revenue in the amount of \$2,744k (41.0% of budget); Aid & incentive to municipality revenue of \$ 613k was received in September. Recreation has received 88.7% of its budgeted revenue as of September 30.

Regarding the entire Town: \$34,457k or 82.7% of revenue and appropriated fund balance has been received to date; approximately \$19,279k is from real estate tax.

At month-end, the Library had confirmed revenue of \$2,829k – 99.4% of budget. 85.7% or \$5,176k of revenue has been received by the Highway. 101.8% of the Sewer Fund revenue or \$3,912k has been received. Stormwater Drainage has verified 100.9% of its budgeted revenue—\$948k.

Page 3 of this report presents the third quarter year-to-date summary and comparison to the prior 6 years. Regarding expenditures by Fund—which are shown on the top third of the page: The overall 71.4% of total budget spent and encumbered is comparable to the prior five years.

The middle third of the page contains the revenue for the General Fund; the bottom third of the page allows for revenue comparisons of the other funds; the last line reflects the bottom-line collective revenue and appropriated fund balance for the Town.

The 2024 General Fund revenue reflects 78.1% of budget received to date, on par with the 2023 and prior year revenues.

The revenue and appropriated fund balance for the Town as a whole is 82.7%, which is similar to the prior 5 years. Minor revenue variations are common due to timing of receipts and/or budget changes year to year.

In addition, American Rescue Funds of \$22,455k have been received. The use of this funding is restricted for the response to and relief of COVID-19. This funding must be allocated to projects no later than December 31, 2024 and expended by December 31, 2026. Approximately \$21,811k (97.1%) has been allocated to projects. Of this allocation, approximately \$15,721k (72.0%) has been expended and \$4,186k (19.2%) remains encumbered for various projects.

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

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

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

APPROVAL OF MINUTES:

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, the September 12, 2024 Workshop Meeting Minutes were approved.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the September 17, 2024 Regular Town Board Meeting Minutes were approved.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

ITEMS FOR BOARD ACTION:

PUBLIC HEARINGS:

7:35PM

**10PH2024-1 ON THE MATTER OF APPROVING AN APPLICATION FOR THE
REZONING OF 2305 PORTLAND AVENUE FROM R-6 RESIDENTIAL
TO C-BUSINESS DISTRICT**

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

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Public Hearing Public Input: Charlie Synder, 2496 Oakview Dr.,

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the Public Hearing was closed at 8:03 p.m.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

**10PH-1 RESOLUTION REGARDING STATE ENVIRONMENTAL QUALITY
REVIEW ACT COMPLIANCE IN THE MATTER OF REZONING 2305
PORTLAND AVENUE FROM R-6 RESIDENTIAL DISTRICT TO C-
BUSINESS DISTRICT**

On a motion made by Councilmember **Cunningham**, seconded by

Councilmember **Wehner**, the resolution was adopted, **approving a Negative Declaration for the Application and determining that no Environmental Impact Statement is required for the rezoning of 2305 Portland Avenue.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-242

**10PH-2 RESOLUTION APPROVING AN APPLICATION ON THE MATTER OF
REZONING 2305 PORTLAND AVENUE FROM R-6 RESIDENTIAL
DISTRICT TO C-BUSINESS DISTRICT**

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, the resolution was adopted **approving the application to rezone 2305 Portland Avenue from R-6 Residential District to C- Business District.**

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Malone**, the resolution was adopted **adding the condition that the building must maintain a residential character.**

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, the resolution was adopted **approving the amended resolution for the rezoning application of 2305 Portland Ave from R-6 Residential District to C-Business District.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-243

Appointments:

**10A2024-1 RESOLUTION AUTHORIZING THE PERMANENT APPOINTMENT OF
A CODE COMPLIANCE COORDINATOR**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted **authorizing the permanent appointment of Lidia Shurn to Code Compliance Coordinator in the Community Development Department.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-231

**10A2024-2 RESOLUTION AUTHORIZING THE PROVISIONAL APPOINTMENT
OF A RECREATION SUPERVISOR**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted **approving the provisional appointment of Christopher Chavez in the Recreation Department.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-232

Community Development:**10A2024-3 RESOLUTION CALLING FOR A PUBLIC HEARING ON THE MATTER OF GRANTING A CONDITIONAL SPECIAL USE PERMIT FOR 55 AND 61 WLDO AVENUE IN AN R-2 RESIDENTIAL DISTRICT**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the resolution was adopted **approving the scheduling of a public hearing on this matter on November 19, 2024.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2024-233***10A2024-4 RESOLUTION ADOPTING LOCAL LAW TO ESTABLISH A SIX-MONTH EXTENSION ON THE CURRENT MORATORIUM ON SHORT-TERM RENTALS**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted **approving a six-month extension of the current moratorium on short-term rentals.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2024-234***10A2024-5 RESOLUTION CALLING FOR A PUBLIC HEARING ON THE RESULTS OF THE SHORT-TERM RENTAL SURVEY**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted **scheduling a public hearing on the Proposed Law on November 19th, 2024 at 7:35pm.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2024-235***10A2024-6 RESOLUTION APPOINTING A CONSERVATION BOARD CHAIRPERSON**

On a motion made by Councilmember **Malone**, seconded by Councilmember **Wehner**, the resolution was adopted **appointing David Daniel as Chairperson of the Irondequoit Conservation Board with a term expiring December 31, 2025.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2024-236***10A2024-7 RESOLUTION CALLING FOR A PUBLIC HEARING ON THE LETTER OF INTENT TO APPLY FOR THE RESTORE NY NYS GRANT PROGRAM**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted scheduling a public hearing on the Proposed Law on November 19, 2024 at 7:36pm.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-237

Comptroller:

10A2024-8 RESOLUTION AUTHORIZING THE CALLING OF A PUBLIC HEARING CONCERNING THE 2025 PRELIMINARY BUDGET

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the resolution was adopted **approving the scheduling of a public hearing on the 2025 Preliminary Budget on November 7, 2024 at 7:35pm.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-238

Public Works:

10A2024-9 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 24 FOOT ENCLOSED TRAILER TO BE USED BY THE DEPARTMENT OF PUBLIC WORKS

On a motion made by Councilmember **Malone**, seconded by Councilmember **Wehner**, the resolution was adopted **approving the purchase of one 24 foot enclosed trailer from Brooks Trailers in the amount of \$15,432.85 .**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-239

10A2024-10 RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH SAINT PAUL FIRE DISTRICT.

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted **authorizing the Supervisor to enter into an Intermunicipal Agreement with St. Paul Fire District to perform the cooperative services as approved by the Attorney for the Town.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-240

10A2024-11 RESOLUTION APPROVING CAPITAL IMPROVEMENT MANAGEMENT PLAN

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, the resolution was adopted approving the Capital Improvement Management Plan

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted amending the Capital Improvement Management Plane to include \$250,000 for an animal shelter

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, the resolution was adopted approving the amended Capital Improvement Management Plan.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-241

Town Clerk:

10A2024-12 RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR THE ANNUAL RUN LIKE HELL 5K RACE.

On a motion made by Councilmember **Malone**, seconded by Councilmember **Wehner**, the resolution was adopted approving the Special Event License for the Annual Run Like Hell 5K race.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-242

Upcoming Meetings:

Next Town Board Workshop Meeting:

Monday, October 7, 2024 @ 4 PM

Next Regular Town Board Meeting:

Tuesday, October 15, 2024 @ 7 PM

2025 Town of Irondequoit Upcoming Budget Workshops and Hearing Dates:

October 16th, 2024	@ 5:30pm	2nd Budget Workshop
October 21st, 2024	@ 5:30pm	Special Meeting to adopt Preliminary Budget Meeting
November 7th, 2024	@ 7:35pm	Public Hearing
November 18th, 2024	@ 4:00pm	Special Meeting to adopt 2025 Budget
Next Workshop Meeting:		November 12, 2024 @ 4pm
Next Regular Town Board Meeting:		November 19, 2024 @ 7pm

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

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,



Latasha Elder, Town Clerk

BUDGET WORKSHOP MEETING #2

141

OCTOBER 16, 2024

5:30 P.M.

PRESENT:

Town Supervisor

Town Board Member

Town Board Member

Town Board Member

Attorney for the Town

Andraé Evans

Ann Cunningham

John Perticone

Peter Wehner

Brown Hutchinson LLC

ABSENT:

Town Board Member

Grant Malone

Also Present: Comptroller Diana Marsh, Library Director Greg Benoit, Director of Recreation Shannon Grieve, Court Clerk Sally Nash, Director of IT Kevin LaBarr, Town Clerk Latasha Elder and Director of Community Services Bill Lang.

Supervisor Evans called the meeting to order, Pledge was said, and Roll Call was taken.

Budgets to be reviewed:

Library: The 2025 Library budget is proposed to increase 3.89% (\$104,472). Expenditure increases of \$63,253 (2.2%) are associated with increased salary and benefit costs. Revenue is also anticipated to decrease by just over \$1,000.

Recreation: Recreation includes senior programs and nutrition. The levy for recreation is proposed to decrease 11.53% (\$181,088), largely due to relocating utility fees to building maintenance and increased revenue estimates of \$147,300 (18.17%).

Courts: The Courts budget is proposed to increase by \$64,060 (9.12%). The primary reason for this increase is in the salaries category as a position was restored in the 2025 budget (Deputy Court Clerk). Revenues are also anticipated to increase 3.9% (\$4,500).

Information Technology (IT): IT includes ICAT within the budget. An increase of 0.89% (\$4,452) is proposed within this budget. The increase in services & supplies category is primarily due to the centralization of software maintenance for all town departments. This increase was offset in part by reduction in the equipment category.

Town Clerk: The Town Clerk also includes tax collection and records management. Overall, the levy for the Town Clerk is proposed to decrease 8.89% (\$26,696). The Town Clerk expenditures are anticipated to decrease about 7.7%. Revenues are also proposed to increase \$12,441 (36.29%) as many fees are being increased.

Neighborhood & Business Development: This department is responsible for fire marshal, code enforcement, removal of violations, and planning and zoning functions. The total levy is expected to increase 11.74% (\$44,066) for these functions. The primary reason for the increase is the reduction of expected revenue. Within the code enforcement function, revenue is expected to decrease approximately \$50,000. This reduction more accurately reflects the current collections.

The changes discussed at the budget meetings will be incorporated into the Preliminary Budget, which will be voted on at a Special Town Board Meeting on October 21, 2024.

Upcoming Meetings:

Special Town Board Meeting	October 21, 2024 @ 4:00 PM
Public Hearing on 2025 Budget	November 7, 2024 @ 7:35 PM
Town Board Workshop Meeting	November 12, 2024 @ 4:00 PM
Special Town Board Meeting	November 18, 2024 @ 4:00 PM
Regular Town Board Meeting	November 19, 2024 @ 7:00 PM

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Perticone**, the Budget Workshop Meeting of Wednesday, October 16, 2024 was adjourned at 7:02 PM.

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

Respectfully submitted,



Latasha Elder, Town Clerk

The Special Town Board Meeting of the Town Board of the Town of Irondequoit, held in the Broderick Room at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 21st day of October 2024 at 4:00 PM, there were:

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

Others in attendance included Comptroller Diana Marsh, Commissioner of Public Works Erin Magee, Director of Human Resources Jason Vinette, Court Clerk Sally Nash, Deputy Court Clerk Kim Kimble and Town Clerk Latasha Elder.

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

ITEMS FOR BOARD ACTION:

10STB2024-1 Resolution Authorizing the Purchase of One (1) 2025 Six Wheel Dump Truck with Plowing Equipment to be used by the Department of Public Works

On a motion made by Councilmember **Malone**, seconded by Councilmember **Cunningham**, a resolution was adopted **authorizing the purchase of one (1) Six Wheel Dump truck with plowing equipment to be used by the Department of Public Works.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-245

10STB2024-2 Resolution Approving the 2025 Preliminary Budget

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, a resolution was adopted **approving the 2025 Preliminary Budget.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-246

Upcoming Meeting Schedule:

Public Hearing for 2025 Budget	November 7, 2024	@ 7:35PM
Town Board Workshop Meeting	November 12, 2024	@ 4:00PM
Special Town Board Meeting	November 18, 2024	@ 4:00PM
Regular Town Board Meeting	November 19, 2024	@ 7:00PM

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the Special Town Board Meeting was adjourned at 4:15 p.m.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,

A handwritten signature in black ink that reads "Latasha Elder". The script is cursive and fluid, with the first name and last name clearly distinguishable.

Latasha Elder, Town Clerk

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION APPROVING A SPECIAL USE PERMIT FOR 55 & 61 WALDO
AVENUE IN THE R-2 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 November, 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans

Ann Cunningham

Grant Malone

John Perticone

Peter Wehner

Town Supervisor

Town Board Member

Town Board Member

Town Board Member

Town Board Member

Brown Hutchinson LLP

Attorney for the Town

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

WHEREAS, Costich Engineering, acting as agent for Peace of Christ Parish, St. Ambrose applied for a Conditional Special Use Permit for the property located at 55 and 61 Waldo Avenue (the “Property”) ; and

WHEREAS, the Project is located in the R-2 Residential District, and thus requires a conditional special use permit pursuant to Town Code § 235-8(B)(1)(a) “Conditional Uses” - Offices and facilities associated with a nonprofit organization; and

WHEREAS, the Town Planning Board reviewed and discussed the Application at its meeting on October 28, 2024; and

WHEREAS, on October 29, 2024, the Town Planning Board issued comments and a report on the Application, recommending a Positive Referral with the suggested comments and/or recommendations: 1. Similar use if not identical to prior residential use. 2. No exterior renovations are proposed. 3. Filling a need for our community. 4. Onsite staff. 5. No problem with parking. 6. If a school bus is needed one should be designated. 7. The Area Variance for parking should be a consideration for approval. (a copy of the Referral Report is attached as **Attachment A**); and

WHEREAS, on November 19, 2024, at 7:35pm, the Town Board held a public hearing on the Application at the Irondequoit Town Hall, 1280 Titus Avenue, in the Town of Irondequoit, New York, as required by Town Law § Section 274-b, where the facts in support of the requested Conditional Special Use Permit were presented and where public input was received and thereafter the public hearing was closed (the “Public Hearing”).

NOW, THEREFORE BE IT RESOLVED, that pursuant to the New York State Environmental Quality Review Act and its implementing regulations (collectively, “SEQRA”), the Special Use Permit is classified as a Type II Action pursuant to 6 NYCRR § 617.5(c)(18) (“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 the Special Use Permit for 55 & 61 Waldo Avenue in the R-2 Residential District, for the use of offices and facilities associated with a nonprofit organization.

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*

TO: The Honorable Town Board

FROM: Michelle Nichols, Planning & Zoning

DATE: October 29, 2024

SUBJECT: **55 & 56 Waldo Avenue**

At the Planning Board meeting on Monday, October 28, 2024, the Planning Board reviewed the application for a Conditional Special Use Permit to operate offices or a facility associated with a nonprofit organization (The Margaret Home), on premises 55 & 56 Waldo Avenue in the R-2 Residential District.

On Motion by Board Member Allan Richards, Seconded by Board Member Bernard Blocchi; Motion Carried. *The Planning Board offered a Positive Referral with the following discussion and/or recommendations:*

1. *Similar use if not identical to prior residential use.*
2. *No exterior renovations are proposed.*
3. *Filling a need for our community.*
4. *Onsite staff.*
5. *No problem with parking.*
6. *If a school bus is needed one should be designated.*
7. *The Area Variance for parking should be a consideration for approval.*

BOARD MEMBER	VOTE
BLOCCHI	Aye
BURDICK	Aye
CATERINO	Aye
HAEFNER	Absent
HUBER	Aye
RICHARDS	Aye
ROSSO	Aye
YANOSH	Absent

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION APPROVING THE APPLICATION TO APPLY
FOR THE RESTORE NY GRANT PROGRAM FOR 4530 ST. PAUL BLVD. AND
400 SKYVIEW CENTER PKWY**

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

PRESENT:

Andraé Evans

Town Supervisor

Ann Cunningham

Town Board Member

Grant Malone

Town Board Member

John Perticone

Town Board Member

Peter Wehner

Town Board Member

Brown Hutchinson LLP

Attorney for the Town

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

WHEREAS; the Town of Irondequoit Office of Community Development has identified a grant opportunity through the Restore NY Grant program; and

WHEREAS; the Town of Irondequoit has identified two properties in the Town of Irondequoit as potential opportunities to include in the application. Those locations are 4530 St. Paul Blvd. (Tax ID #061.11-1-4) and 400 Skyview Center Pkwy (Tax ID #092.05-1-85.2) and

WHEREAS; the Town of Irondequoit will partner with LaBella Associates for the completion and submission of the Restore NY Grant Application; and

WHEREAS; the Town Board adopted a resolution on October 15, 2024 calling for a public hearing to be held on November 19, 2024; and

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

WHEREAS; the Town Board conducted the public hearing on November 19, 2024, and all interested parties who wished to be heard were heard; and

WHEREAS; the Town Board received a copy of the proposed application (Attachment A) via electronic file sharing service and hand delivery at least 10 days before this meeting, pursuant to Municipal Home Rule Section § 20.

NOW, THEREFORE BE IT RESOLVED; that the Town Board hereby approves the resolution to apply for the Restore NY Grant program for the locations located at 4530 St. Paul Blvd. (Tax ID #061.11-1-4) and 400 Skyview Center Pkwy (Tax ID #092.05-1-85.2).

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 ON THE RESULTS OF THE SHORT-TERM
RENTAL SURVEY**

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

PRESENT:

Andraé Evans
Ann Cunningham
Grant Malone
John Perticone
Peter Wehner

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

Brown Hutchinson LLP

Attorney for the Town

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

WHEREAS, at a regular meeting of the Town Board on October 17, 2023, Town Board Member Freeman introduced a proposed change to the Town Code establishing a temporary moratorium on short term rentals within the Town (the “Proposed Law”), a copy of which is attached hereto as **Attachment A**; and

WHEREAS, the Town of Irondequoit, Office of Community Development was tasked with creating a timeline for multiple avenues of public input relative to short-term rentals within the Town; and

WHEREAS, the Town of Irondequoit, Office of Community Development in partnership with LaBella Associates furnished an electronic survey to solicit the input of the public relative to short-term rentals within the Town; and

WHEREAS, the Town of Irondequoit, Office of Community Development wishes to share the results of the electronic survey, as well as allow for further public input; and

WHEREAS, the results of the electronic survey have been shared publicly.

NOW, THEREFORE, BE IT RESOLVED that the Town Board held a public hearing on November 19, 2024 and all parties to be heard were heard.

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 PROVISIONAL APPOINTMENT OF A CUSTODIAN**

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 November, 2024, at 7:00 p.m. local time, there were.

PRESENT:

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

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

WHEREAS, due to a resignation, there is a need to appoint a Custodian; and

WHEREAS, this position has been canvassed and posted per Civil Service Guidelines; and

WHEREAS, Devin Mc Hale interviewed for this position; and

WHEREAS, the Interview Committee would like to appoint Devin McHale to this vacant position, and when the exam is held Mr. McHale will participate and must score within the top three to be appointed permanently to this position.

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the provisional appointment of Devin McHale to a Custodian to be paid an hourly rate of \$18.76, which shall be drawn from budget code 001.1622.100.1100.

This resolution shall take effect upon date of hire.

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

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

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE PERMANENT APPOINTMENT OF AN ASSESSMENT
CLERK**

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

PRESENT:

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

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

WHEREAS, due to a resignation, there is a need to appoint an Assessment Clerk; and

WHEREAS, on May 22, 2024, Carol Loce was appointed as a Provisional Assessment Clerk, the exam was held on July 13, 2024, and the list was established on October 28, 2024; and

WHEREAS, Carol Loce participated in this exam and is immediately reachable on the certified list; and

WHEREAS, the Assessor would like to appoint Carol Loce to this position;

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the permanent appointment of Carol Loce to Assessment Clerk to be paid an hourly rate of \$22.29, which shall be drawn from budget code 001.1355.100.1100.

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 PAYROLL CLERK**

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

PRESENT:

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

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

WHEREAS, due to a resignation, there is a need to appoint a Payroll Clerk; and

WHEREAS, on August 18, 2024, Ana Ortiz was appointed as a Provisional Payroll Clerk, the exam was held on July 13, 2024, and the list was established on October 28, 2024; and

WHEREAS, Ana Ortiz participated in this exam and is reachable on the certified list; and

WHEREAS, the Director of Human Resources would like to appoint Ana Ortiz to this position;

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the permanent appointment of Ana Ortiz to Payroll Clerk to be paid an hourly rate of \$24.97, which shall be drawn from budget code 001.1430.100.1100.

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 PROVISIONAL APPOINTMENT OF A REAL PROPERTY
APPRAISER**

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 November 2024, at 7:00 p.m. local time, there were.

PRESENT:

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

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

WHEREAS, there is a need to appoint a Real Property Appraiser; and

WHEREAS, there is currently no Civil Service list established for this position; and

WHEREAS, the position was posted, and all interested candidates were interviewed; and

WHEREAS, the interview committee would like to appoint Mary Ryan to this provisional position.

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the provisional appointment of Mary Ryan to the title of Real Property Appraiser to be paid an annual rate of \$52,572.00, which shall be drawn from budget code 001.1355.100.1100.

This resolution shall take effect upon hire.

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

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

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

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

PRESENT:

Andraé Evans

Town Supervisor

Ann Cunningham

Town Board Member

Grant Malone

Town Board Member

John Perticone

Town Board Member

Peter Wehner

Town Board Member

Brown Hutchinson LLP

Attorney for the Town

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

WHEREAS, there are vacancies that exist on the Irondequoit Conservation Board; and

WHEREAS, Gary Adams has submitted an application to serve as a member of the Irondequoit Conservation Board; and

WHEREAS, Town Staff conducted an interview with Mr. Adams, and

WHEREAS, Mr. Adams had previously served on the Irondequoit Conservation Board and wishes to be re-appointed, and

WHEREAS, the Town Board desires to appoint Gary Adams to the Conservation Board to serve with an expiration date of December 31, 2025.

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

Gary Adams Conservation Board Member Term Expires: December 31, 2025

This resolution shall take effect immediately upon its adoption.

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

Town Board Member

Perticone

voting

Town Board Member

Wehner

voting

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

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING THE ADOPTION OF THE 2025 IRONDEQUOIT
HISTORIC PRESERVATION COMMISSION MEETING SCHEDULE**

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

PRESENT:

Andraé Evans

Ann Cunningham

Grant Malone

John Perticone

Peter Wehner

Town Supervisor

Town Board Member

Town Board Member

Town Board Member

Town Board Member

Brown Hutchinson LLP

Attorney for the Town

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

WHEREAS, the Irondequoit Historic Preservation Commission meets in the Broderick Room of Irondequoit Town Hall on the last Tuesday of each month; and

WHEREAS, the proposed 2025 meeting schedule for the Irondequoit Historic Preservation Commission, attached hereto as **Attachment A** (the “2025 Schedule”), has been submitted to the Town Clerk’s Office for approval by the Town Board.

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the 2025 Schedule for the Irondequoit Historic Preservation Commission as it appears on Exhibit A.

This resolution shall take effect immediately upon its adoption.

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

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

Attachment A
2025 Schedule



a town for a lifetime
IRONDEQUOIT *New York*

TOWN OF IRONDEQUOIT
HISTORIC PRESERVATION COMMISSION
2025 SCHEDULE OF PUBLIC HEARINGS

All meetings are held at 7:30 p.m. at the Irondequoit Town Hall,
Broderick Room, 1280 Titus Avenue, Monroe County, New York.

MEETING DATES

January 28, 2025

February 25, 2025

March 25, 2025

April 29, 2025

May 27, 2025

June 24, 2025

July 29, 2025

August 26, 2025

September 30, 2025

October 28, 2025

November 25, 2025

December 30, 2025

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING THE ADOPTION OF THE 2025 IRONDEQUOIT
CONSERVATION BOARD MEETING SCHEDULE**

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

PRESENT:

Andraé Evans

Town Supervisor

Ann Cunningham

Town Board Member

Grant Malone

Town Board Member

John Perticone

Town Board Member

Peter Wehner

Town Board Member

Brown Hutchinson LLP

Attorney for the Town

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

WHEREAS, the Irondequoit Conservation Board meets on the first Wednesday of each month at the Irondequoit Town Hall; and

WHEREAS, the proposed 2025 meeting schedule for the Irondequoit Conservation Board, attached hereto as Attachment A (the “2025 Schedule”), has been submitted to the Town Clerk’s Office for approval by the Town Board.

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the 2025 Schedule for the Irondequoit Conservation Board as it appears on Attachment A.

This resolution shall take effect immediately upon its adoption.

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

Town Board Member

Perticone

voting

Town Board Member

Wehner

voting

Town Board Member

Malone

voting

Town Board Member

Cunningham

voting

Town Supervisor

Evans

voting

Attachment A
2025 Schedule



a town for a lifetime
IRONDEQUOIT *New York*

**TOWN OF IRONDEQUOIT
CONSERVATION BOARD
2025 MEETING SCHEDULE**

All meetings are held at **7:00 p.m.** at the **IRONDEQUOIT TOWN HALL, 1280 TITUS AVENUE**, Monroe County, New York.

MEETING DATES:

January 8, 2025

February 5, 2025

March 5, 2025

April 2, 2025

May 7, 2025

June 4, 2025

July 9, 2025

August 6, 2025

September 3, 2025

October 1, 2025

November 5, 2025

December 3, 2025

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING THE ADOPTION OF THE 2025 IRONDEQUOIT
PLANNING BOARD WORKSHOP AND MEETING SCHEDULE**

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

PRESENT:

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

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

WHEREAS, the Irondequoit Planning Board meets regularly twice a month, once for a workshop meeting and once for a regular meeting; and

WHEREAS, the proposed 2025 workshop and meeting schedule for the Irondequoit Planning Board, attached hereto as **Attachment A** (the “2025 Schedule”), has been submitted to the Town Clerk’s Office for approval by the Town Board.

NOW, THEREFORE BE IT RESOLVED, that the Town Board approves the 2025 Schedule for the Irondequoit Planning Board as it appears on Attachment A.

This resolution shall take effect immediately upon its adoption.

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

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

Attachment A
2025 Schedule



a town for a lifetime
IRONDEQUOIT *New York*

TOWN OF IRONDEQUOIT - PLANNING BOARD
2025 SCHEDULE OF WORKSHOP MEETINGS &
PUBLIC HEARINGS

All meetings are held at **7:00 p.m.** at the **Irondequoit Town Hall, Broderick Room, 1280 Titus Avenue, Monroe County, New York.**

WORKSHOP DATES

MEETING DATES

January 13, 2025

January 27, 2025

February 10, 2025

February 24, 2025

March 10, 2025

March 24, 2025

April 14, 2025

April 28, 2025

May 12, 2025

May 19, 2025

June 9, 2025

June 23, 2025

July 14, 2025

July 28, 2025

August 11, 2025

August 25, 2025

September 15, 2025

September 29, 2025

October 20, 2025

October 27, 2025

November 10, 2025

November 24, 2025

December 8, 2025

December 22, 2025

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING THE ADOPTION OF THE 2025 IRONDEQUOIT
ZONING BOARD OF APPEALS MEETING SCHEDULE**

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

PRESENT:

Andraé Evans

Ann Cunningham

Grant Malone

John Perticone

Peter Wehner

Town Supervisor

Town Board Member

Town Board Member

Town Board Member

Town Board Member

Brown Hutchinson LLP

Attorney for the Town

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

WHEREAS, the Irondequoit Zoning Board of Appeals meets in the Broderick Room of Irondequoit Town Hall on the 1st Monday of each month; and

WHEREAS, the proposed 2025 meeting schedule for the Irondequoit Zoning Board of Appeals, attached hereto as **Attachment A** (the “2025 Schedule”), has been submitted to the Town Clerk’s Office for approval by the Town Board.

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the 2025 Schedule for the Irondequoit Zoning Board of Appeals as it appears on Attachment A.

This resolution shall take effect immediately upon its adoption.

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

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

Attachment A
2025 Schedule



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

TOWN OF IRONDEQUOIT ZONING BOARD OF APPEALS 2025 SCHEDULE OF PUBLIC HEARINGS

All meetings are held at **7:00 p.m.** at the **Irondequoit Town Hall,
Broderick Room, 1280 Titus Avenue, Monroe County, New York.**

MEETING DATES

January 6, 2025

February 3, 2025

March 3, 2025

April 7, 2025

May 5, 2025

June 2, 2025

July 7, 2025

August 4, 2025

September 8, 2025

October 6, 2025

November 3, 2025

December 1, 2025

**ADOPTION OF A RESOLUTION AUTHORIZING THE AWARD OF A
CONTRACT FOR THE DEMOLITION OF
95 LAKE BLUFF ROAD**

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

PRESENT:

Andrae Evans
Grant Malone
Ann Cunningham
John Perticone
Peter Wehner

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

Brown Hutchinson LLP

Attorney for the Town

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

WHEREAS, pursuant to Resolution 07A2024-12, the Town Board ordered the Community Development Department to initiate action(s) and/or procure services needed to demolish and remove the unsafe and dangerous building(s) at 95 Lake Bluff Road

WHEREAS, the Town of Irondequoit's engineer prepared and issued the bid packet for Bid No. 2024-10, which requested bids for Demolition of 95 Lake Bluff Road

WHEREAS, the Town of Irondequoit issued the Advertisement for Bids and caused the Notices to Bid to be published in the *Daily Record* as well as publishing the Invitation to Bid on the Town website in compliance with General Municipal Law § 103 and Chapter 51 of the Irondequoit Town Code, in order to compute the best value to the Town; and

WHEREAS, sealed bids were received and publicly opened and read on November 8th 2024

WHEREAS, Roth Enterprises was the lowest responsible bidder for the demolition per attachment "A"; and

WHEREAS, the Town Board determined that an order to demolish and remove the building(s) at the Property is a Type II action pursuant to 6 NYCRR § 617.5(c)(29) (civil or criminal enforcement proceedings, whether administrative or judicial, including a particular course of action specifically required to be undertaken pursuant to a judgment or order, or the exercise of prosecutorial discretion) and 6 NYCRR § 617.5(c)(33) (emergency actions that are immediately necessary on a limited and temporary basis for the protection or preservation of life, health, property or natural resources, provided that such actions are directly related to

the emergency and are performed to cause the least change or disturbance, practicable under the circumstances, to the environment) and therefore no further review is needed pursuant to the New York State Environmental Quality Review Act (6 NYCRR § 617.5(a)); and

WHEREAS, pursuant to Section 104-14 of the Irondequoit Town Code, all expenses incurred by the Town in connection with the proceedings to demolish and remove the unsafe buildings, including the cost of actually removing said buildings, shall be assessed against the land on which such buildings are located and shall be levied and collected in the same manner as provided in Article 15 of Town Law, as amended or changed.

NOW THEREFORE BE IT RESOLVED, that the Town Board accepts the bid and hereby awards the demolition contract for 95 Lake Bluff Road to Roth Enterprises

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

This resolution shall take effect immediately upon its adoption.

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

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

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT FOR LEGAL
SERVICES AND THE USE OF FUND BALANCE**

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 November, 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans
Ann Cunningham
Grant Malone
John Perticone
Peter Wehner

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

Brown Hutchinson, LLP

Attorney for the Town

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

WHEREAS, the Town Board previously authorized an independent investigation and report concerning a workplace/personnel matter on resolution 2024-230; and

WHEREAS, the Town Board wishes to hire a law firm to act as special counsel and advise the eligible members of the Town Board in connection the workplace investigation and report; and

WHEREAS, it is beneficial to the Town to hire an independent law firm to advise the eligible members of the Board about the findings of the workplace investigation and report so that there can be no question of bias or other impropriety in connection with the review of the workplace investigation and report; and

WHEREAS, engagement of special counsel in these circumstances is considered outside the typical procurement process for professional services as it is an “emergency” procurement; and

WHEREAS, nonetheless, the Town Board solicited two quotes for the special counsel services and finds this procedure to be reasonable under these circumstances; and

WHEREAS, funding in an amount not to exceed \$5,000 will be made available in account 001.1420.4415 from the general fund balance for payment for this engagement.

NOW THEREFORE BE IT RESOLVED, that the Town Board is authorized to enter into an agreement with Mancuso Brightman PLLC for special counsel services related to

the review of the workplace investigation and report at a total cost not to exceed \$5,000.00 to be paid from account # 001.1420.4415.

This resolution shall take effect immediately upon its adoption.

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

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

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

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

PRESENT:

Andraé Evans
Ann Cunningham
Grant Malone
John Perticone
Peter Wehner

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

Brown Hutchinson LLP

Attorney for the Town

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

WHEREAS, the Town desires to enter into contracts with the County of Monroe for receipt and use of New York State funding for programs aimed at eliminating offenses involving driving while intoxicated; and

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

WHEREAS, the “2025 STOP DWI Program” will include receipt of \$11,844.00 by the Town and the contract term will be from January 1, 2025 through December 31, 2025; and

WHEREAS, the “STOP DWI High Visibility Engagement Campaign” will include receipt of \$3,200.00 by the Town and the contract term will be from October 1, 2024 through September 30, 2025.

NOW, THEREFORE BE IT RESOLVED, that the Town Board approves and ratifies the contracts with the County of Monroe for receipt and use of New York State funding for the 2025 STOP DWI Program in the amounts of \$11,844.00 and \$3,200.00 for the Stop DWI High Visibility Engagement Campaign Grant Program.

AND BE IT FURTHER RESOLVED, that the Supervisor is hereby authorized to execute the contracts and any and all documents necessary to enter into such contracts, in such form as approved by the Attorney for the Town.

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 _____

STOP-DWI Proposed Budget

Base

Arrests 2023

Arrests Percent

Funding

Unrounded Total

Rounded Total

January 1 - December 31, 2025

Brighton Police Department	3,000	61	5.980%	\$5,800.98	\$8,800.98	\$8,801
Brockport Police Department	3,000	29	2.843%	\$2,757.84	\$5,757.84	\$5,758
East Rochester Police Dept	3,000	14	1.373%	\$1,331.37	\$4,331.37	\$4,331
Fairport Police Department	3,000	7	0.686%	\$665.69	\$3,665.69	\$3,666
Gates Police Department	3,000	83	8.137%	\$7,893.14	\$10,893.14	\$10,893
Greece Police Department	3,000	165	16.176%	\$15,691.18	\$18,691.18	\$18,691
Irondequoit Police Department	3,000	93	9.118%	\$8,844.12	\$11,844.12	\$11,844
MCSO	3,000	247	24.216%	\$23,489.22	\$26,489.22	\$26,489
Ogden Police Department	3,000	12	1.176%	\$1,141.18	\$4,141.18	\$4,141
Rochester Police Department	3,000	286	28.039%	\$27,198.04	\$30,198.04	\$30,198
Webster Police Department	3,000	23	2.255%	\$2,187.25	\$5,187.25	\$5,188
	\$33,000	1,020	100%	\$97,000.00	\$130,000.00	\$130,000

10/1/2024-9/30/2025 HVEC Budgets

Department/Agency	Total Budgeted 23-24
Brighton Police Dept.	\$ 5,500.00
Brockport Police Dept.	\$ 2,500.00
East Rochester Police Dept.	\$ 3,000.00
Fairport Police Dept.	\$ 2,000.00
Gates Police Dept.	\$ 4,500.00
Greece Police Dept.	\$ 5,000.00
Irondequoit Police Dept.	\$ 3,200.00
Monroe County Sheriff	\$ 5,100.00
NYS Park Police Dept.	\$ 2,700.00
Ogden Police Dept.	\$ 2,000.00
Rochester Police Dept.	\$ 5,000.00
SUNY Brockport PD	\$ 2,700.00
Webster Police Dept.	\$ 3,800.00
	\$ 47,000.00

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

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

PRESENT:

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

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

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

WHEREAS, the Town of Irondequoit issued an Invitation to Bid and caused the Notice to Bid to be published in the *Daily Record* on October 3, 2024, as well as publishing the Invitation to Bid on the Town website in compliance with General Municipal Law § 103 and Chapter 51 of the Irondequoit Town Code, requesting bids for the Project (Town Bid No. 2024-07), in order to ascertain the best value to the Town; and

WHEREAS, sealed bids were received and publicly opened and read on October 24, 2024; and

WHEREAS, the lowest responsible bidder was Kaplan-Schmidt Electric, Inc. at a ten (10) percent profit; and

WHEREAS, funding for this expense will be available in each applicable department; and

WHEREAS, pursuant to Section 3.1 of the Contract terms and conditions, initial contract term commences on January 1, 2025 and will end December 31, 2027. The contract may be extended up to two (2) additional one-year terms, at the sole option of the town and mutual agreement with successful bidder under the terms and conditions of the original contract; and

WHEREAS, the Town Board determines that the Electrical Services for the Town of Irondequoit Facilities 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) and therefore no further review is required pursuant to the New York State Environmental Quality Review Act (6 NYCRR § 617.5(a));

NOW, THEREFORE BE IT RESOLVED, that the Town Board awards the bid for Electrical Services for the Town of Irondequoit Facilities to Kaplan Schmidt, Electric, Inc., 50 Saginaw Dr, Rochester, NY at a ten (10) percent profit.

AND BE IT FURTHER RESOLVED, the Town Board authorizes the Town Supervisor to execute any and all documents related to this award as approved by the Attorney for the Town.

This resolution shall take effect immediately upon its adoption.

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

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

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AWARDDING A BID FOR SCOREBOARDS AT MCAVOY PARK**

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 November 2024, at 7:00 p.m. local time, there were

PRESENT:

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

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

WHEREAS, it is desirable to replace scoreboards at McAvoy Park (the “Project”); and

WHEREAS, the Town of Irondequoit issued an Invitation to Bid and caused the Notice to Bid to be published in the *Daily Record* on October 10, 2024, as well as publishing the Invitation to Bid on the Town website in compliance with General Municipal Law § 103 and Chapter 51 of the Irondequoit Town Code, requesting bids for the Project (Town Bid No. 2024-09), in order to ascertain the best value to the Town; and

WHEREAS, sealed bids were received and publicly opened and read on October 30, 2024; and

WHEREAS, the lowest responsible bidder was Toth’s Sports in the amount of \$ \$49,950; and

WHEREAS, the Town Board determines that the replacement of the scoreboards at McAvoy Park is a Type II action pursuant to 6 NYCRR § 617.5(c)(1) (maintenance or repair involving no substantial changes in an existing structure or facility) and therefore no further review pursuant to the New York State Environmental Quality Review Act is required (6 NYCRR § 617.5(a)) ; and

WHEREAS, funding for this expense will be available in account # A1711047-541200;

NOW, THEREFORE BE IT RESOLVED, that the Town Board awards the bid for Scoreboards at McAvoy Park to Toth’s Sports in the amount of \$49,950.

AND BE IT FURTHER RESOLVED, the Town Board authorizes the Town Supervisor to execute any and all documents related to this award as approved by the Attorney for the Town.

This resolution shall take effect immediately upon its adoption.

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

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

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION DECLARING CERTAIN EQUIPMENT SURPLUS PROPERTY**

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

PRESENT:

Andrae' Evans
Ann Cunningham
Grant Malone
John Perticone
Peter Wehner

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

Brown Hutchinson LLP

Attorney for the Town

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

WHEREAS, the Department of Public Works 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 the attached Addendum "A" is several years old and no longer used by the Town (the "Equipment"); and

WHEREAS, the Town intends to auction the Equipment at an online auction to occur in December 2024.

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby declares the equipment as surplus and authorizes the Town Supervisor to execute and deliver such documentation as necessary to auction the 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	_____

Addendum "A"

DPW Miscellaneous Equipment

<u>Year</u>	<u>Fleet #</u>	<u>Description</u>	<u>KVS#</u>
2017		Vermeer SC802 Stump Cutter VIN: 1VR2151J7H1003011	007448

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A CONTRACT
FOR HVAC SERVICES AT VARIOUS TOWN OF IRONDEQUOIT FACILITIES**

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of November, 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
BrownHutchinson LLP	Attorney for the Town

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

WHEREAS, it is necessary to enter into heating, ventilation, air conditioning (HVAC) services for all HVAC equipment in various Town of Irondequoit facilities including preventative maintenance (“Project”); and

WHEREAS, pursuant to the requirements of Section 51-10(B) of the Irondequoit Town Code, the Town sent out a request for proposal to five (5) businesses offering these services; and

WHEREAS, the term of this contract will initially be two (2) years commencing on January 1, 2025 and end on December 31, 2026 with possible three (3) one-year extensions; and

WHEREAS, Monroe Piping has been unanimously recommended by the RFP selection committee pursuant to Section 51-10 of the Irondequoit Town Code; and

WHEREAS, routine HVAC Services & Maintenance annual fee in 2025 is \$37,546. The annual fee will remain the same in 2026; and

WHEREAS, funds for this expense will be available in accounts AA1620000-542650 (Town Hall); A1711042-542650 (Public Safety Bldg); AA1162100-542650 (Cemetery); A1711042-542650 (McAvoy Park); A1711047-542650 (Camp Eastman); A17110047-542650 (General Parks); AA1162200-542650 (Library); AA1162300-542650 (Community Center); A116400-542650 (DPW).

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby awards the heating, ventilation, air conditioning (HVAC) services for all HVAC equipment in various Town of Irondequoit facilities including preventative maintenance to Monroe Piping in the amount of \$37,546 for 2025 with the same fee for 2026.

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

This resolution shall take effect immediately upon its adoption.

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

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

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN
INTERMUNICIPAL AGREEMENT WITH POINT PLEASANT FIRE DISTRICT**

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

PRESENT:

Andrae' Evans	Town Supervisor
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Town Board Member
Brown Hutchinson, LLP	Attorney for the Town

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

WHEREAS, 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 Point Pleasant Fire District (the "District") for the repair and maintenance of District equipment and infrastructure; and

WHEREAS, the District is desirous of contracting with the Town to repair and maintain District equipment, infrastructure, facilities, and grounds on an as-needed basis, 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 management and maintenance of facilities and grounds including the mowing of fields, trimming of trees, and grounds management.

(the "Cooperative Services"); and

WHEREAS, 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 needed pursuant to the New York State Environmental Quality Review Act (6 NYCRR § 617.5(a)); and

WHEREAS, Article 5-G, Section 119-o of the General Municipal Law specifically authorizes municipal corporations and school districts/fire districts to enter into intermunicipal cooperative agreements.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an intermunicipal agreement with the Point Pleasant Fire District to perform the Cooperative Services in such form as approved by the Attorney for the Town.

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	_____

INTERMUNICIPAL AGREEMENT FOR PAVING SERVICES

THIS AGREEMENT, made and entered into this _____, 2024, between the **TOWN OF IRONDEQUOIT**, a municipal corporation, having its offices at 1280 Titus Avenue, Rochester, New York 14617 (the “Town”) and the Point Pleasant Fire District, a fire district, having offices at 257 Kings Highway North, Rochester, NY 14617 (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, Article 5-G, Section 119-o of the General Municipal Law specifically authorizes municipal corporations, school districts and fire 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 as-needed basis, including but not limited to:

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

2. Payment for Services: The District hereby agrees to pay the Town for all of its expenses incurred in performing the services hereunder, including but not limited to the pro-rata cost of the Town employees' fringe labor rate, 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 changes. 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 Highways will work directly with the Point Pleasant Fire District Chairman of Commission at 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: Pursuant to N.Y. Gen. Mun. 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 the services or use of supplies upon provision of such services under this Agreement. The District further agrees to indemnify, defend and hold the Town harmless from and against all liabilities, losses, causes of action, damages, expenses, claims, suits and actions ("**Claim**") related to the District's and/or the District's representatives, employees, and invitees, and/or the general public's use of the area(s) benefited by this Agreement, except to the extent that any such Claim is caused by the negligence or misconduct of the Town.

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 October 15, 2024, Andrae' 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 Fire District, at a meeting held on _____, 2024. Kevin Doran, Chairman of Commission, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on 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 Rd
Rochester, New York 14622

To the District:

Chairman of Commission

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.

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

Point Pleasant Fire District

By: _____

By: _____

Name: Andrae' Evans

Name: _____

Title: Supervisor

Title: _____

Date: _____

Date: _____

Resolution No. 2024-_____

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION AUTHORIZING GRANT FUNDING AWARDED
FROM MONROE COUNTY**

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 November 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans
Ann Cunningham
Grant Malone
John Perticone
Peter Wehner

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

Brown Hutchinson LLP

Attorney for the Town

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

WHEREAS, the County of Monroe has awarded the Town of Irondequoit funding in the amount of \$558,747.71. The grant award notice is attached hereto as **Attachment A**; and

WHEREAS, the term of the grant is January 1, 2025 through December 31, 2026; and

WHEREAS, per the terms of the grant, the funds may be used to provide youth and/or senior congregate programming within Irondequoit, and no other uses.

NOW, THEREFORE BE IT RESOLVED, that the Town Board accepts the grant from Monroe County in the amount of \$558,747.71.

AND BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to enter into all agreements necessary to accept the grant award.

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
Town Board Member Wehner
Town Board Member Malone

voting _____
voting _____
voting _____

Town Board Member Cunningham
Town Supervisor Evans

voting _____
voting _____

By Legislators Hebert, Keller and Smith

Intro. No. 600

RESOLUTION NO. 472 OF 2023

AUTHORIZING INTERMUNICIPAL AGREEMENTS WITH MUNICIPALITIES FOR ROCHESTER-MONROE COUNTY YOUTH BUREAU PROGRAMS IN 2024

BE IT RESOLVED BY THE LEGISLATURE OF THE COUNTY OF MONROE, as follows:

Section 1. The County Executive, or his designee, is hereby authorized to execute intermunicipal agreements, and any amendments thereto, with each municipality listed in Attachment A for Rochester Monroe County Youth Bureau Programs related to the currently approved Child and Family Services Plan in a total amount not to exceed \$184,056 for the period of October 1, 2023 through September 30, 2024.

Section 2. The County Executive, or his designee, is hereby authorized to execute any applications, contracts, agreements and amendments thereto with New York State and/or the municipalities listed in Attachment A to increase or decrease the agreement amount and to extend the length of the agreement(s) in order to maximize state reimbursements for these purposes.

Section 3. Funding for these agreements is included in the 2024 operating budget of the Department of Human Services, Monroe County Youth Bureau, general fund 9001, funds center 5603010000, Youth Contracts.

Section 4. The County Executive is hereby authorized to appropriate any subsequent years of the grant award in accordance with the grant terms, to reappropriate any unencumbered balances during the grant period according to the grantor requirements, to make any necessary funding modifications within the grant guidelines to meet contractual commitments, and to enter into any amendment to extend the time period of the grant.

Section 5. Should funding of this program be modified or terminated for any reason, the County Executive is hereby authorized to terminate or modify the program and where applicable, to terminate or abolish some or all positions funded under such program. Any termination or abolishment of positions shall be in accordance with the New York State Civil Service Law, and when applicable, the terms of any labor agreement affecting such positions.

Section 6. This resolution shall take effect in accordance with Section C2-7 of the Monroe County Charter.

Intergovernmental Relations Committee; November 27, 2023 - CV: 5-0
Human Services Committee; November 28, 2023 - CV: 9-0
Ways and Means Committee; December 7, 2023 - CV: 11-0
File No. 23-0389

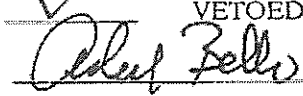
ADOPTION: Date: December 12, 2023

Vote: 28-0

ACTION BY THE COUNTY EXECUTIVE

APPROVED: 

VETOED: _____

SIGNATURE: 

DATE: 12/19/2023

EFFECTIVE DATE OF RESOLUTION: 12/19/2023

APPENDIX A

STANDARD CLAUSES FOR COUNTY CONTRACTS

The parties to the attached Agreement (hereinafter, "the Agreement") agree to be bound by the following clauses which are hereby made a part of the Agreement (the word "Contractor" herein refers to any party other than the County, whether a contractor, licensor, licensee, lessor, lessee or any other party):

Section 1. AMENDMENTS

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

Section 2. INSURANCE AND FAMILY LEAVE BENEFITS

The Contractor will, at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Worker's Compensation and Disability Insurance, if required by law; professional liability and general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$3,000,000 aggregate coverage; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage. Such coverage may be fulfilled via a combination of primary and excess or umbrella liability policies. Original certificates and endorsements evidencing such coverage shall be delivered to the County before final execution of this Agreement. The certificates shall indicate that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the County and original renewal certificates conforming to the requirements of this section shall be delivered to the County at least sixty (60) days prior to the expiration of such policy or policies of insurance. The Contractor's insurance shall provide for and name Monroe County as an additional insured. All policies shall insure the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County.

If any required insurance coverage contain aggregate limits or apply to other operations of the Contractor, outside of those required by this Agreement, the Contractor shall provide Monroe County with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection of such insurance affords Monroe County. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

The Contractor will also provide proof duly subscribed by an insurance carrier in a form satisfactory to the Chair of the Worker's Compensation Board that the payment of family leave benefits for all its employees required under New York law to receive such benefits has been secured.

Section 3. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless 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 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 the Contractor, its

employees, agents or subcontractors, the provision of any products by the Contractor, its employees, agents or subcontractors, arising from any act, omission or negligence of the Contractor, its employees, agents or subcontractors, or arising from any breach or default by the Contractor, its employees, agents or subcontractors under the Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

Section 4. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out as, nor claim to be, an officer or employee of Monroe County nor make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The Contractor shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the Contractor's employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Worker's Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The County shall have no responsibility for any of the incidences of employment.

Section 5. EXECUTORY NATURE OF CONTRACT

This Agreement shall be deemed executory only to the extent of the funding available and the County shall not incur any liability beyond the funds annually budgeted therefor. The County may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the Contractor's obligations regarding the services provided under this Agreement may be reduced correspondingly.

Section 6. NO ASSIGNMENT WITHOUT CONSENT

The Contractor shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its right, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the County.

Section 7. FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Uniform Grant Guidance) Subpart F and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

If on a cumulative basis the Contractor expends Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Uniform Grant Guidance) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Uniform Grant Guidance) to the County.

If on a cumulative basis the Contractor expends less than Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit
303 County Office Building
39 West Main Street
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this Agreement.

The County's right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this Agreement.

Section 8. RIGHT TO INSPECT

Designated representatives of the County shall have the right to monitor the provision of services under this Agreement which includes having access, at reasonable times and places, to the Contractor's employees, reports, books, records, audits and any other material relating to the delivery of such services. The Contractor agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment. Contractor may retain all pertinent records in electronic format provided written notice is provided to the County that such method will be used. Retention of electronic records shall be for a period of ten (10) years after final payment.

Section 9. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

a. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, and will undertake or continue taking steps to ensure that minority group members and women are afforded equal employment opportunities without discrimination, including but not limited to recruitment, employment, job assignments, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

b. At the request of the County, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

c. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status.

d. The Contractor shall include the provisions of Subsections a. through c. of this Section 9 in every subcontract in such a manner that the provisions will be binding upon each subcontractor as to all work done in connection with the Agreement.

e. In accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor further agrees that neither it, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall, by reason of race, creed, color, disability, sex, or national origin: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall by reason of race, creed, color, national origin, age, sex or disability: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) discriminate against or intimidate any employee hired for the performance of work under this contract. In addition to all other rights and remedies under law and in equity, the Contractor shall be subject to penalties by the County of \$50.00 per person per day for any violation of Section 220-e and/or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

Section 10. CONTRACTOR QUALIFIED, LICENSED, ETC.

The Contractor represents and warrants to the County that it and its employees is duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

Section 11. CONFIDENTIAL INFORMATION

a. For the purpose of this Agreement, "Confidential Information" shall mean information or material proprietary to the County or designated as "Confidential Information" by the County, and not generally known by non-County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the County. The Confidential Information includes, without limitation, the following types of information or other information of a similar nature (whether or not reduced to writing): methods of doing business, computer programs, computer network operations and security, finances and other confidential and proprietary information belonging to the County. Confidential Information also includes any information described above which the County obtained from another party which the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the County. Information publicly known and that is generally employed by the trade at the time that Contractor learns of such information or knowledge shall not be deemed part of the Confidential Information.

1. Scope of Use

- a. Contractor shall not, without prior authorization from the County, acquire, use or copy, in whole or in part, any Confidential Information.
- b. Contractor shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of Contractor who have executed a confidentiality agreement with the County, have a need to know such Confidential Information, and who have been authorized to receive such Confidential Information.
- c. Contractor shall not remove or cause to be removed, in whole or in part, from County facilities, any Confidential Information, without the prior written permission of the County.
- d. Contractor shall take all appropriate action, whether by instruction, agreement or otherwise, to insure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under this Confidentiality Agreement.

2. Nature of Obligation

Contractor acknowledges that the County, because of the unique nature of the Confidential Information, would suffer irreparable harm in the event that Contractor breaches its obligation under this Agreement in that monetary damages would be inadequate to compensate the County for such a breach. The parties agree that in such circumstances, the County shall be entitled, in addition to monetary relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the County.

3. Freedom of Information Law

This subsection a(3) of Section 11 shall apply only after written notice by the Contractor that certain information provided to the County is Contractor's Confidential Information. In the event that the County or any of the County's members, officers, agents or representatives is requested or required (by oral question, interrogatory, request for information or document in a legal proceeding, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information relative to Contractor, the County shall provide Contractor with prompt written notice of any such request or requirement so that Contractor may seek a protective order or other appropriate remedy and/or waive compliance with this provision of the Agreement. Furthermore, in recognition of the fact that the County is subject to laws requiring disclosure of public documents, including the Freedom of Information Law ("FOIL"), the parties agree that in the event that the County receives a request or order for the release of Contractor's Confidential Information, the County shall provide Contractor with prompt notice thereof so that Contractor may seek a protective order or other appropriate remedy prior to such disclosure, if Contractor chooses to do so. If, in the absence of a protective order or waiver from Contractor, the County is nonetheless, in the opinion of the County Attorney and after consultation with Contractor, compelled to disclose some portion of the Contractor's confidential information, the County may disclose such information to such person without penalty under the terms of this Agreement and shall immediately advise Contractor of such disclosure.

Section 12. FEDERAL, STATE AND LOCAL LAW AND REGULATORY COMPLIANCE

a. Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions, including but not limited to any and all reporting requirements, of Federal, State and local statutes, rules and regulations, including without limitation, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA).

b. The Contractor is responsible for ensuring compliance with New York State Labor Law Section 201-g and Executive Law Section 296-d. Upon request by the County, the Contractor shall provide evidence of compliance with the sexual harassment training required under Labor Law Section 201-g for all its employees performing work under this Agreement.

c. To the extent that State-funds/State-authorized payments (SF/SAP) received are used to pay for program services by covered providers, any subcontractors or sub-awardees shall be made aware of the provisions of the regulations of 9 NYCRR Part 6157 - "Limits on Administrative Expenses and Executive Compensation". Additionally, Contractor and any subcontractors shall review as appropriate Executive Order No. 38, which can be located at <http://executiveorder38.ny.gov>.

Section 13. EQUAL PAY CERTIFICATION

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

Section 14. LAW

This Agreement shall be governed by and under the laws of the State of New York without regard or reference to its conflict of law principles. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

Section 15. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the County, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the County from enforcing each and every term of this Agreement thereafter.

Section 16. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

Section 17. TITLE TO WORK

a. The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the County in order to accomplish the work hereunder shall become legally vested to the County upon the completion of the work required under this Agreement. The Contractor shall obtain from any subcontractors and shall transfer, assign, and/or convey to Monroe County all exclusive, irrevocable, or other rights to all work performed under this Agreement, including, but not limited to trademark and/or service mark rights, copyrights, publication rights, distribution rights, rights of reproduction, and royalties.

b. No information relative to this Agreement shall be released by the Contractor or its employees for publication, advertising or for any other purpose without the prior written approval of the County. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the County and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

Section 18. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

Section 19. STATE FINANCE LAW PROVISIONS

a. In accordance with Section 139-d of the State Finance Law, if this Agreement was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

b. To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the County may terminate this Agreement by providing written notification to the Contractor in accordance with the terms of the Agreement.

Section 20. MISCELLANEOUS

a. The Contractor agrees to comply with all confidentiality and access to information requirements in Federal, State and local laws and regulations.

b. This Agreement constitutes the entire agreement between the County and the Contractor and supersedes any and all prior agreements between the parties hereto for the services herein to be provided.

c. Attached to this Agreement and incorporated herein is the Certification Regarding Debarment, Suspension and Responsibility/Certification Regarding Monroe County Procurement Policy and Consequences for Violation.

d. The Contractor agrees that this Agreement may be made available to the public and searchable online in a digital format.

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ARPA Subaward GRANT Agreement

This ARPA Subaward Grant Agreement (the “Agreement”) dated as of as of the date the last party executed this Agreement (the “Effective Date”) is by and between the **County of Monroe**, a New York municipal corporation with offices located at 39 West Main Street, Rochester, NY 14614 (the “County”) and the Town of Irondequoit, a New York municipal corporation with offices located at 1280 Titus Avenue , Rochester, New York 14617 (the “Beneficiary”). The County and the Beneficiary shall be referred to individually as a “Party” and collectively as the “Parties.”

Whereas, The American Rescue Plan Act of 2021 (“ARPA”) allocated \$1.9 trillion in emergency relief and recovery, of which \$350 billion was designated to support state, local, territorial, and Tribal governments, to address the continued impact of COVID-19 on the economy, public health, state and local governments, non-profits, individuals, and businesses (Assistance Listing Number 21.027); and

Whereas, the County launched a robust public outreach effort in October 2021 for Monroe County’s recovery agenda, Bring Monroe Back. Bring Monroe Back is a plan to invest the County’s \$144 million in ARPA funds in the following three focus areas: workforce development and economic recovery; public health and public safety; and infrastructure and sustainability; and

Whereas, the County is duly authorized to enter into the Agreement pursuant to Resolution 232 of 2024 of the Monroe County Legislature adopted on August 13, 2024 and approved by County Executive Adam J. Bello on August 16, 2024.

Now, therefore, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties agree as follows:

1. **Scope of Services.** Beneficiary shall use the funds to provide youth and/or senior congregate programming within its jurisdiction, and for no other uses (“Scope of Services”).
2. **Intentionally Omitted.**
3. **Required Standard Clauses for County Contracts.** The standard clauses for all Monroe County contracts are attached hereto as **Exhibit C** and are hereby made a part of this Agreement as if set forth fully herein (the “Standard Clauses”).
4. **Term.** The term of this Agreement shall commence on January 1, 2025 (the “Commencement Date”) and shall terminate on the earlier of: (1) December 31, 2026, and (2) such earlier date of termination in accordance with this Agreement (the “Expiration Date,” and together, the “Term”).
5. **Payment of Funds.** The County agrees to reimburse Beneficiary for costs actually incurred and paid by Beneficiary for work done in accordance with the Scope of Services during the Term in an amount not to exceed \$558,747.71 (“Total Agreement Funds”). The County reserves the right to increase or decrease the Total Agreement Funds in the event Beneficiary changes its Scope of Services or if this Agreement is

terminated prior to the expiration of the Agreement.

6. **Limitations on Expenditures.** the County shall only reimburse Beneficiary for documented expenditures incurred during the Term that are: (i) reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with the established the County and Beneficiary procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. In no event shall the County pay or otherwise compensate Beneficiary for any costs that were incurred prior to the Commencement Date, after the Expiration Date, and/or outside the scope of this Agreement.

7. **Intentionally Omitted.**

8. **Invoices.** Beneficiary shall submit invoices and associated receipts, in a format dictated by the County, to FayePelow@monroecounty.gov, setting forth Beneficiary's actual expenditures during the time period in accordance with this Agreement. The County may disapprove the requested reimbursement claim within fifteen (15) business days from the date it receives such invoice or, in the event the County requests additional information to support the invoice, within fifteen (15) business days from the date it receives the required information. If the reimbursement claim is so disapproved, the County shall notify Beneficiary as to the disapproval. A decision by the County to disapprove a reimbursement claim is final. If the County approves payment, then the County will disburse the funds without further notice.

9. **Intentionally Omitted.**

10. **The County's Subaward Obligations Contingent on Federal Funding and Beneficiary Compliance.** The payment of funds to Beneficiary under the terms of this Agreement shall be contingent on the receipt of ARPA funds by the County and shall be subject to Beneficiary's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that the County receives pursuant to ARPA is reduced, the County may reduce the amount of funds awarded under this Agreement or terminate this Agreement. The County also may deny payment for Beneficiary's expenditures for Scope of Services where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Beneficiary to comply with the terms and conditions of this Agreement.

11. **Financial Management.**

- a. Beneficiary must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including the United States Treasury's Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities dated February 28, 2022, as may be amended or updated from time to time, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in 2 CFR Part 200.

- b. Beneficiary shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement.
- c. Beneficiary shall maintain detailed, itemized documentation and other necessary records of all expenses incurred pursuant to this Agreement.
- d. Beneficiary shall adopt such additional financial management procedures as may from time-to-time be prescribed by the County and/or required by applicable federal or state laws or regulations, or guidelines from US Department of Treasury.

12. **Financial and Other Reports.** Beneficiary shall submit reports to the County set forth on **Exhibit D** in accordance with the following schedule, which may be amended from time to time:

Name of Report	Due Date	Components required
Quarter 1 Report	April 17, 2025 and 2026	Data
Interim Report	July 17, 2025 and 2026	Data, Narrative, Budget
Quarter 3 Report	October 16, 2025 and 2026	Data
Annual Report	January 15, 2026 and 2027	Data, Narrative, Budget

Beneficiary shall further submit any other reports and back-up data as may be required by the Federal Government or the County, including such reports which enable the County to submit its own reports to the US Department of Treasury. This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Beneficiary is required to submit to the County following the expiration or termination of this Agreement.

13. **Intentionally Omitted.**

14. **Improper Payments.** Any item of expenditure by Beneficiary under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the County, the US Department of Treasury, New York State, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Beneficiary, shall become Beneficiary's liability, and shall be

paid solely by Beneficiary, immediately upon notification of such, from funds other than those provided by the County under this Agreement or any other agreements between the County and Beneficiary. This provision shall survive the expiration or termination of this Agreement.

15. **Closeout.** Beneficiary shall close out this Agreement in accordance with 2 CFR § 200.344 and § 200.345. Final payment request(s) under this Agreement must be received by the County no later than five (5) business days before the Expiration Date, unless an earlier timeframe for closeout is required by the Treasury, in which case the earlier timeframe shall apply. The County will not accept a payment request submitted after this date without prior authorization from the County's Chief Financial Officer. In consideration of the execution of this Agreement by the County, Beneficiary agrees that acceptance of final payment from the County will constitute an agreement by Beneficiary to release and forever discharge the County, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Beneficiary has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Beneficiary's obligations to the County under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of the County. Such requirements shall include submitting final reports to the County and providing any closeout-related information requested by the County by the deadlines specified by the County. This provision shall survive the expiration or termination of this Agreement.
16. **Return of Unexpended Funds.** To the extent any reimbursement paid to Beneficiary under this Agreement is not actually expended, or any costs and expenses are subsequently refunded to Beneficiary, Beneficiary shall return such unused or refunded funds to the County by the earlier of: (1) five (5) business days before the Expiration Date, and (2) five (5) business days before such unused or refunded funds are required to be returned to the Federal Government.
17. **General Compliance.** Beneficiary shall perform all Scope of Services funded by this Agreement in accordance with this Agreement, the award agreement between the County and the US Department of Treasury, and all applicable federal, state and local requirements, including but not limited to Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2); Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARPA award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803); applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds; and all other applicable statutes, rules, regulations, executive orders, directives or other requirements. In addition, Beneficiary shall require, and shall require any entity in receipt of an expenditure by Beneficiary hereunder to agree, to comply with: (a) the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"); (b) the Administrative Simplification section of HIPAA, as codified at 42 U.S.C. §1320d through d-8; (c) the requirements of any regulations promulgated under either the HITECH Act or HIPAA, including, without limitation, the federal privacy regulations as contained in 45 CFR Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards as contained in 45 CFR Parts 160, 162, and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 CFR Parts 160 and 162 (the "Federal Electronic Transactions Regulations"); (d) the federal Physician Self-

Referral Law (42 U.S.C. § 1395nn), the regulations promulgated thereunder, and similar state physician self-referral laws and regulations; (e) the federal Medicare/Medicaid Anti-Kickback Law (42 U.S.C. § 1320a-7b), the regulations promulgated thereunder, and similar state anti-kickback laws and regulations; and (f) the Eliminating Kickbacks in Recovery Act (18 U.S.C. § 220), and the regulations promulgated thereunder. This provision shall survive the expiration or termination of this Agreement.

18. **Federal Grant Administration Requirements.** Beneficiary shall comply with all applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as adopted by the Department of Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing 21.027 Coronavirus State and Local Fiscal Recovery Funds. These requirements dictate how the County must oversee Beneficiary. Beneficiary shall document compliance with the federal requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. Failure comply with these requirements may result in termination of the Agreement by the County. This provision shall survive the expiration or termination of this Agreement.
19. **Procurement Requirements.** Beneficiary shall adopt and enact procurement procedures consistent with the federal requirements, including the standards in 2 CFR § 200.318 to § 200.327 for the acquisition of property, equipment, supplies, or services required under this Agreement, and shall follow such procedures when purchasing property, equipment, supplies, and/or services with ARPA funds. Beneficiary's documented procurement procedures must conform to the procurement standards identified in Subpart D of 2 CFR Part 200 (Procurement Standards). Such standards include, but are not limited to, the following:
 - a. All procurement transactions for property or services shall be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR § 200.320, which allows for non-competitive procurements only if either (1) the item is below the micro-purchase threshold; (2) the item is only available from a single source; (3) the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or (4) after solicitation of a number of sources, competition is determined inadequate.
 - b. Beneficiary shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
 - c. Beneficiary shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in conformance with 2 CFR § 200.318(c). Beneficiary shall immediately disclose in writing to the County any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.
 - d. Pursuant to 2 CFR § 200.321, Beneficiary shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- e. Beneficiary shall maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price, in accordance with 2 CFR 200.318(i).

20. **Capital Expenditures.** In the event the Scope of Services includes capital expenditures, greater than or equal to one-million dollars (\$1,000,000), Beneficiary shall submit a written justification to the County before any costs (including pre-development costs) may be incurred. The written justification must include the following information:

- a. *Description of the harm or need to be addressed.* Beneficiary should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Beneficiary may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.
- b. *Explanation of why a capital expenditure is appropriate.* For example, Beneficiary should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.
- c. *Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior.* Beneficiary should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

21. **Intentionally Omitted.**

22. **Intentionally Omitted.**

23. **Intentionally Omitted.**

24. **Contract Reporting.** Beneficiary shall document, in its quarterly report to the County, the status of all contracts executed in connection with this Agreement.

25. **Mandatory Contract Provisions.** Beneficiary shall include the contract provisions set forth in **Exhibit F** in any contracts it enters that will use, in whole or in part, ARPA funds.

26. **Property Management.** All real property acquired or improved, and equipment or supplies purchased in

whole or in part with ARPA funds, must be used for the originally authorized purpose and insured, managed, and disposed of in accordance with 2 CFR 200.311 through 2 CFR 200.316, including but not limited to maintaining adequate records acquired in whole or in part with ARPA funds, conducting physical inventories of such property and reconcile the results with property records at least every two years, maintain a control system to ensure adequate safeguards to prevent loss, damage, or theft, and adequate maintenance procedures to keep such property in good condition. This provision shall survive the expiration or termination of this Agreement.

27. **Federal Restrictions on Lobbying.** Beneficiary shall execute the Certification for Contracts, Grants, Loans, and Cooperative Agreements, which is attached hereto as **Exhibit G** and, upon execution of the certification, shall be made a part hereof, and shall comply with the restrictions on lobbying in 31 CFR Part 21. If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, Beneficiary will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This provision shall survive the expiration or termination of this Agreement.
28. **Intentionally Omitted.**
29. **Equal Opportunity & Other Requirements.** Beneficiary shall adopt and enact a nondiscrimination policy consistent with the requirements in this section.
 - a. *Civil Rights Laws.* Beneficiary shall comply with Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23, which, together, prohibit discrimination on the race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity) under programs or activities receiving federal financial assistance.
 - b. *Fair Housing Laws.* Beneficiary shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
 - c. *Disability Protections.* Beneficiary shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

d. *Age Discrimination*. Beneficiary shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

e. *Americans with Disabilities Act*. Beneficiary shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

30. **Additional Assurances**. In addition to the requirements set forth in Section 29, above, Beneficiary hereby further acknowledges that:

a. Beneficiary will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subsection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

b. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency ("LEP"). Beneficiary understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Beneficiary shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Beneficiary understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Beneficiary's programs, services, and activities.

c. Beneficiary shall consider the need for language services for LEP persons when Beneficiary develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

d. Compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Beneficiary and Beneficiary's successors, transferees, and assignees for the period in which such assistance is provide

31. **Suspension and Debarment**. Beneficiary shall comply with the Office of Management and Budget

("OMB") Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. Beneficiary represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. Beneficiary further agrees that it will notify the County immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov. Beneficiary shall not contract with or otherwise enter into an agreement for goods, services, and/or professional services under this Agreement with any entity and/or individual that has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. This provision shall survive the expiration or termination of this Agreement.

32. **Federal Funding Accountability and Transparency Act of 2006.** Beneficiary shall provide the County with all information requested by the County to enable the County to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note). This provision shall survive the expiration or termination of this Agreement.
33. **Licenses, Certifications, Permits, Accreditation.** Beneficiary shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to the County proof of any licensure, certification, permit or accreditation upon request.
34. **Publicity.** Any publications and/or other publicity produced with funds from this Agreement shall display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0206 awarded to Monroe County, New York by the U.S. Department of the Treasury."
35. **Program for Enhancement of Contractor Employee Protections.** Beneficiary is hereby notified that they are required to: inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.
36. **Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment.** Pursuant to 2 CFR 200.216, Beneficiary shall not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.
37. **Adoption of Policies.** Beneficiary is encouraged, and should encourage any subcontractors, to adopt and enforce on-the-job seatbelt policies and programs and policies that ban text messaging while driving for their employees when operating company owned, rented, or personally-owned vehicles.
38. **Use of Name.** Neither party to this Agreement shall use the other party's name, trademarks, or other logos

in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

39. **Intentionally Omitted.**

40. **Drug-free Workplace Requirements.** Beneficiary shall comply with the Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

41. **Hatch Act.** Beneficiary agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

42. **False Statements.** Beneficiary understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

43. **Mandatory Disclosures.** Beneficiary must disclose, in a timely manner, to the County in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting Beneficiary and/or its Scope of Services. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in 2 CFR § 200.339.

44. **Debts Owed the Federal Government.**

a. Any funds paid to Beneficiary (1) in excess of the amount to which Beneficiary is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Beneficiary shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Beneficiary. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Beneficiary knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will

take any actions available to it to collect such a debt.

45. **Disclaimer.** The United States expressly disclaims any and all responsibility or liability to Beneficiary or third persons for the actions of Beneficiary or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Beneficiary does not in any way establish an agency relationship among or between the United States and the Beneficiary.
46. **County Responsibilities.** The County shall monitor, evaluate, and provide guidance and direction to Beneficiary in the conduct of Scope of Services performed under this Agreement. The County must determine whether Beneficiary has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Beneficiary to ensure that Beneficiary has met such requirements. The County may require Beneficiary to take corrective action if deficiencies are found.
47. **Beneficiary Responsibilities.**
- a. *Cooperation with the County Oversight.* Beneficiary shall permit the County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award, and Beneficiary agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
 - b. *Cooperation with Audits.* Beneficiary shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of the County, New York State, the US Department of Treasury, and the US Government Accountability Office. Beneficiary agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.
48. **Interventions.** If the County determines that Beneficiary is not in compliance with this Agreement, the County may initiate an intervention, in accordance with 2 CFR § 200.208 and 2 CFR § 200.339. The degree of Beneficiary's performance or compliance deficiency will determine the degree of intervention. The County will impose interventions in accordance with the Monroe County Subaward Policy, which is attached hereto as **Exhibit H-1**.
49. **Records Retention and Access.** Notwithstanding the provisions of Section 7 of the Standard Clauses, Beneficiary shall maintain all records, books, papers and other documents related to its performance of Scope of Services under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the

resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Beneficiary shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of the County, New York State, the US Department of Treasury (including but not limited to its Office of Inspector General), the US Government Accountability Office, and any other authorized state or federal oversight office. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. This provision shall survive the expiration or termination of this Agreement.

50. **Intentionally Omitted.**

51. **Termination for Cause.** The County may terminate this Agreement for cause after three (3) days written notice. Cause may include breach of the Agreement, misuse of funds, fraud, making false statements or claims, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement, including but not limited to reporting requirements, monitoring requirements, or meeting performance measurements and/or outcome goals set forth in the Scope of Services.

52. **Termination Without Cause.** The County may terminate this Agreement for any reason, in its sole discretion, by providing Beneficiary with thirty (30) days prior written notice.

53. **Termination by Mutual Agreement.** The County and Beneficiary may agree to terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

54. **Termination Procedures.** If this Agreement is terminated, Beneficiary may not incur new obligations for the terminated portion of the Agreement after Beneficiary has received the notification of termination. Beneficiary must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Beneficiary shall not be relieved of liability to the County because of any breach of Agreement by Beneficiary. The County may, to the extent authorized by law, withhold payments to Beneficiary for the purpose of set-off until the exact amount of damages due the County from Beneficiary is determined. If required under 2 CFR § 200.340 and § 200.341, the County shall report the termination to the integrity and performance system accessible through SAM.

55. **Assignments and Subcontracts.** Beneficiary may not assign or delegate any of its rights or duties that arise out of this Agreement without the County's prior written consent, which may be granted or withheld in the County's sole discretion. This provision shall not be applicable to any partners, subcontractors, and/or subawardees that are included in the Scope of Services. Unless the County otherwise agrees in writing, Beneficiary and all assigns are subject to all the County's defenses and are liable for all Beneficiary's duties that arise from this Agreement and all the County's claims that arise from this Agreement.

56. **Integration.** This Agreement, together with the Exhibits attached hereto and made a part hereof contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.
57. **Notices.** All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

If to the County:

Chief Financial Officer
County of Monroe
Room 402, County Office Building
39 West Main Street
Rochester, New York 14614

With a copy to:

Monroe County Attorney
Room 307, County Office Building
39 West Main Street
Rochester, New York 14614

If to the Beneficiary:

Town of Irondequoit
1280 Titus Avenue
Rochester, New York 14617

58. **Modifications.** This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the authorized signatories for the Beneficiary.

59. **Miscellaneous.**

- a. *Captions.* The captions of this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.
- b. *Venue and Jurisdiction.* The County and Beneficiary agree that they executed and performed this Agreement in Monroe County, New York. This Agreement will be governed by and construed in accordance with the laws of New York. The exclusive forum and venue for all actions arising out of this Agreement is in the appropriate court located in Monroe County, New York. Such actions may not be commenced in, nor removed to, federal court unless required by law.
- c. *Nonwaiver.* No action or failure to act by the County constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.
- d. *No Limitation on County Authority.* Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- e. *Severability.* If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.
- f. *Successors and Assigns.* Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
- g. *No Third-Party Beneficiaries.* It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.
- h. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic or facsimile delivery of a fully executed copy of the signature pages below shall constitute an effective and binding execution of this Agreement.
- i. *Authorization.* Beneficiary hereto stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for Beneficiary

have been authorized to do so.

[Signature Page to Follow]

IN WITNESS WHEREOF, Adam J. Bello, County Executive of the COUNTY OF MONROE, and Andrae Evans, Supervisor of Town of Irondequoit, hereto have executed this Agreement as of the day and year appearing opposite their respective signatures below. By electronically approving this Agreement, both parties agree to all terms and conditions listed in this contract document, as well as all attachments included with the document.

Exhibit A

Intentionally Omitted

Exhibit B

Intentionally Omitted

Exhibit C

Standard Clauses

(See attached document)

Exhibit D

Reports

Reports must be submitted electronically in accordance with the schedule set forth in Section 12 of the Agreement. Information that will be requested by the County and provided by Beneficiary will include, but may not be limited to:

1. Quarterly Reports

- a. Demographics of individuals served
 - i. Unique Client Id
 - ii. Age
 - iii. Race
 - iv. Gender Identity
 - v. Disability Status
 - vi. Veteran Status
 - vii. Identify as LGBTQ+
 - viii. Household Yearly Income (include sources)
 - ix. # of Household members
 - x. Preferred Language
 - xi. Zip Code
- b. Program Income earned and expended (if any)
- c. Programmatic support – Outputs. ***Note: outputs may be tailored to each Beneficiary. The below list is provided for example purposes only.***
 - i. Placed in training/ program (list the program)
 - ii. Completed training/ program (list the program)
 - iii. Directed to Community resources (check all that apply- Food, housing, employment, legal, health, social services)
- d. Programmatic Support – Outcomes. ***Note: outcomes may be tailored to each Beneficiary. The below list is provided for example purposes only.***
 - i. Placed in a Job (list type, industries, FT, PT, Temp, salary, etc.)
 - ii. Obtained housing (list zip code, identify whether housing is permanent or temporary, etc.)
 - iii. Secured food support (frequency of support, location of support [e.g., congregate or home delivery], etc.)
 - iv. Educational support (level of education, FT or PT program, etc.)
 - v. Obtained Health Services (mental health, obtaining primary care, etc.)
- e. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
- f. Any other information requested by the County

2. Interim Reports

- a. Narrative report - no longer than 1 page
 - i. describe any budgetary or programmatic variances, potential challenges or victories encountered during reporting period.
 - ii. Do you have any questions, concerns or recommendations you would like to share?

- b. Project Obligations and Expenditures
 - i. Current period obligation
 - ii. Cumulative obligation
 - iii. Current period expenditure
 - iv. Cumulative expenditure
- c. Program Income earned and expended (if any)
- d. Budget Report -See attachment
- e. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
- f. Any other information requested by the County

3. Annual Reports

- a. Narrative report- no longer than 3 pages
 - i. Outline the key programmatic activities of your program, expanding on specific accomplishments over the reporting period.
 - ii. If your program has not met the budgetary or programmatic requirements outlined in your contract, please explain why and how you plan to address it in the future.
 - iii. Describe any new programs, partnerships, or relationships with providers, employers, educational institutions, government entities or nonprofit organizations that your program has built or improved upon during the reporting period.
 - iv. Did your program create any jobs? If so, describe.
 - v. Provide a story, personal account or other narrative that highlights the success of your program and could be highlighted by Monroe County in a public report.
 - vi. Do you have any questions, concerns or recommendations you would like to share?
- b. Project Obligations and Expenditures
 - i. Current period obligation
 - ii. Cumulative obligation
 - iii. Current period expenditure
 - iv. Cumulative expenditure
- c. Program Income earned and expended (if any)
- d. Budget Report -See attachment
- e. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
- f. Any other information requested by the County

Exhibit E

Intentionally Omitted

Exhibit F

Mandatory Contract Provisions

All contracts made by Subrecipient in furtherance of this Agreement must contain provisions covering the following, as applicable, under 2 CFR 200 Appendix II, Contract Provisions:

1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. Contracts over \$10,000: All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
3. If the contract is a “federally assisted construction contract,” such contract shall contain the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:
 - a. During the performance of this contract, the contractor agrees as follows:
 - i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in

the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Beneficiary must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. All suspected or reported violations must be reported to Monroe County and the U.S. Treasury.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non–Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or Beneficiary wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Beneficiary must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. Contracts in excess of \$150,000 must contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (41 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the U.S. Treasury and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti–Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

10. Drug-Free Workplace Requirements. The Contractor shall comply with the Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
11. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
12. Contractors are prohibited from obligating or expending loan or grant funds to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
13. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all

subawards including all contracts and purchase orders for work or products under this award.

a. For purposes of this section:

i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. To the extent applicable, Contractor shall comply with: (a) the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"); (b) the Administrative Simplification section of HIPAA, as codified at 42 U.S.C. §1320d through d-8; (c) the requirements of any regulations promulgated under either the HITECH Act or HIPAA, including, without limitation, the federal privacy regulations as contained in 45 CFR Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards as contained in 45 CFR Parts 160, 162, and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 CFR Parts 160 and 162 (the "Federal Electronic Transactions Regulations"); (d) the federal Physician Self-Referral Law (42 U.S.C. § 1395nn), the regulations promulgated thereunder, and similar state physician self-referral laws and regulations; (e) the federal Medicare/Medicaid Anti-Kickback Law (42 U.S.C. § 1320a-7b), the regulations promulgated thereunder, and similar state anti-kickback laws and regulations; and (f) the Eliminating Kickbacks in Recovery Act (18 U.S.C. § 220), and the regulations promulgated thereunder.

Exhibit G

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Beneficiaries shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By electronically approving this Agreement, the Beneficiary agrees to all terms and conditions listed in this exhibit.

Exhibit H-1

Monroe County Subaward Policy

(See attached document)

Exhibit H-2

Intentionally Omitted

DIGITAL SIGNATURES

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION
AUTHORIZING THE 2025 SPECIAL EVENTS CALENDAR**

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

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

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

WHEREAS, the Town of Irondequoit desires to set a Special Events Calendar for 2025; and

WHEREAS, funding for Special Events and Farmers’ Market are available in fund 234 and fund 246.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor or designee be authorized to:

- 1. Set the Special Events Calendar (Attachment “A”), including any modifications related to date, time, or location as necessary;
- 2. Schedule parades for Memorial Day and July 4th Celebrations; and
- 3. Negotiate and enter into agreements related to the 2025 Special Events as they might apply, subject to final approval and/or ratification by the Town Board.

This resolution shall take effect immediately upon its adoption.

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

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

**ATTACHMENT A
TOWN OF IRONDEQUOIT SPECIAL EVENTS 2025**

Winterfest	Saturday, February 8th at 11 AM-3 PM Town Hall Campus <i>A celebration of winter with activities for all ages.</i>
Irondequoit Farmers' Market	Thursday Evenings, Weekly and Year-Round Indoor Season: January 2- May 22, from 4-7 PM Outdoor Season: May 29- October 9, from 4 PM to dusk. No Market: 6/19, 7/3, 11/27, 12/25 Specialty Markets: 3/20- Women's Expo, 6/5- Pride Night, 6/26 (tent)- Eco Fair, 8/14- Kids Night, 9/4- Oktoberfest, 10/9- Fall Fest <i>Local artisans, farmers, community tables, and live music during the outdoor season.</i>
Pickleball Tournament	Sunday, April 27th, 8 AM – 5 PM Irondequoit Community Center <i>The Pickleball Tournament is a community fundraiser with pickle-themed vendors and giveaways.</i>
Day of Caring	Tentative: Thursday, May 22* at 9 AM *United Way has not announced the 2025 date yet <i>The region's largest volunteer event, where groups assist in cleaning up parks and gardens.</i>
Memorial Day Parade	Sunday, May 25th at 3 PM IHS- Titus Ave to Town Hall <i>Held in partnership with the Irondequoit American Legion Post #134</i>
Memorial Day Memorial Service	Monday, May 26th at 9 AM Irondequoit Cemetery Memorial Service <i>Held in partnership with the Irondequoit American Legion Post #134</i>
Flag Day Ceremony	Saturday, June 14th at 7 PM Town Hall Campus, Flagpole <i>Held in partnership with the Irondequoit Legion Post #134</i>
Juneteenth Celebration & 5K Race (Pending Board Approval)	Saturday, June 21st 5K Race: 8:30 AM start time Town Hall Celebration: 12 PM – 4 PM <i>Held in partnership with E.R.A.S.E., the Juneteenth Town Hall Celebration and 5K honors freedom and community with a festive day of music and food, alongside a 5K run/walk.</i>
July 4 th Celebration	Thursday, July 3rd & Friday, July 4th Town Hall Campus • Craft Show: 11:00 AM – 9:00 PM • Food Vendors, Entertainment, & Activities: 11:00 AM – 11:00 PM • Street Dance: July 3rd, 7:00 PM • 2 Mile Fun Run: July 4th, 8:00 AM; 10K Run: 8:30 AM • Parade: July 4th, 11 AM, IHS – Titus Ave to Town Hall
Irondequoit Garden Walks	Sunday, July 20th, 2025, 12 PM – 4 PM <i>A celebration of community and gardening and offers a free, self-guided tour of residential gardens throughout Irondequoit.</i>
Classic Car Cruise-In	Sunday, July 27th, 11 AM- 3 PM Town Hall Campus, West Lawn <i>Classic Cars/Motorcycles, Live Music, Children's Activities, and Food.</i>
Hoochenanny Festival (Pending Board Approval)	August 8th -10th Camp Eastman <i>Held in Partnership with But Wait, There's More, LLC, a lively festival celebrating local spirits, cuisine, artisans, and live music with national & regional performances.</i>
Back to School Bash	Friday, August 15th, 5 PM- 8 PM Community Center <i>Food Trucks, Children's Activities, Vendors, ICC Open House, and more!</i>
Irondequoit Recreation's Trunk or Treat	Friday, October 24th Community Center <i>Local businesses decorate their car trunks and hand out candy to trick-or-treaters in a safe, fun environment.</i>
Veterans Day	Tuesday, November 11th at 11 AM

	Town Hall Campus, Flagpole <i>Sponsored by Irondequoit American Legion Post #134</i>
Holiday Lighting	Sunday, December 7th Town Hall Campus <i>Tree and Menorah Lighting with a Holiday Market and Festive Activities.</i>
Dyngus Day Celebration	TBD <i>“Celebrates Irondequoit Polish-American Heritage.”</i>
Senior Softball Tournament	TBD <i>“Continues the Hall of Fame Celebration received by McAvoy Fields. This aims at celebrating the Irondequoit vibrant lifestyle and investment in Older Adult Living, having the largest Older Adult Softball league in the County.”</i>
Joe Black Youth Film Festival	TBD <i>“This commemorative arts film festival aims at celebrating the life of Irondequoit own Phil Sacco: who went by the name Joe Black (VIII)”</i>
Irondequoit Bicycle Race	TBD <i>“This is in the preplanning stages to promote Irondequoit Neighborhood in a unique Bike race through Irondequoit.”</i>

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION FACILITATING THE PLANNING OF SPECIAL EVENTS**

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York, held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 23rd day of November, 2024, at 7:00 p.m. local time, there were

PRESENT:

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

Brown Hutchinson LLP

Attorney for the Town

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

WHEREAS, by Resolution No. __, the Town of Irondequoit approved a Special Events Calendar for 2025, a copy of which appears as **Attachment A**; and

WHEREAS, the Town of Irondequoit Department of Recreation (“Rec”) is responsible for coordinating the Special Events, including the engagement of vendors for food and entertainment at each Special Event; and

WHEREAS, funding for Special Events is derived solely from sponsorships available in fund 234.0234.4120;

WHEREAS, the Town Board desires to facilitate Rec’s ability to plan and organize the Special Events to the maximum extent possible.

NOW THEREFORE BE IT RESOLVED, that the Director of Recreation or her designee is authorized to:

1. in the case of vendor contracts of \$2,000 or less, negotiate and execute contracts for services at Special Events;
2. determine in her sole discretion what is a good value for the Town; and
3. reschedule or move vendor services at her discretion.

BE IT FURTHER RESOLVED, that the Director of Recreation shall provide a written report to the Supervisor by the first of each month detailing the status of any special events contracts.

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
Town Supervisor

Cunningham voting
Evans voting

ATTACHMENT “A”
TOWN OF IRONDEQUOIT SPECIAL EVENTS 2025

Winterfest	Saturday, February 8th at 11 AM-3 PM Town Hall Campus <i>A celebration of winter with activities for all ages.</i>
Irondequoit Farmers’ Market	Thursday Evenings, Weekly and Year-Round Indoor Season: January 2- May 22, from 4-7 PM Outdoor Season: May 29- October 9, from 4 PM to dusk. No Market: 6/19, 7/3, 11/27, 12/25 Specialty Markets: 3/20- Women’s Expo, 6/5- Pride Night, 6/26 (tent)- Eco Fair, 8/14- Kids Night, 9/4- Oktoberfest, 10/9- Fall Fest <i>Local artisans, farmers, community tables, and live music during the outdoor season.</i>
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Day of Caring	Tentative: Thursday, May 22* at 9 AM *United Way has not announced the 2025 date yet <i>The region’s largest volunteer event, where groups assist in cleaning up parks and gardens.</i>
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Irondequoit Recreation’s Trunk or Treat	Friday, October 24th Community Center <i>Local businesses decorate their car trunks and hand out candy to trick-or-treaters in a safe, fun environment.</i>
Veterans Day	Tuesday, November 11th at 11 AM Town Hall Campus, Flagpole

	<i>Sponsored by Irondequoit American Legion Post #134</i>
Holiday Lighting	Sunday, December 7th Town Hall Campus <i>Tree and Menorah Lighting with a Holiday Market and Festive Activities.</i>

Times indicated above are subject to change.

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING SURETY, FORM AND AMOUNT OF OFFICIAL
UNDERTAKING FOR THE FAITHFUL PERFORMANCE OF THE DUTIES OF
THE TOWN CLERK AND RECEIVER OF TAXES AND ASSESSMENTS**

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 November 2024 at 7:00 P.M. local time; there were:

PRESENT:

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

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

WHEREAS, Section 25 of the Town Law requires that the Tax Receiver's Bond be filed in the Office of the Clerk of the Town and that the form and amount of the bond is to be as directed and approved by the Town Board and that the approval is to be indicated on the bond.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves the surety, form and amount of the office undertaking for the faithful performance of the duties of the Town Clerk and Receiver of Taxes and Assessments, as follows:

Type of Undertaking:	Public Employee Faithful Performance Dishonesty Coverage Policy
Insurance Company:	Travelers Insurance Company
Amount:	\$1,000,000.00

BE IT FURTHER RESOLVED, that pursuant to Section 25 of the Town Law, the Supervisor, Town Clerk, Collector, Receiver of Taxes, Town Justice, Constable, Superintendent of Highways and such other officers and employees as the Town Board may require, shall execute and file an official undertaking in the Office of the Town Clerk and the Office of the County Clerk in the form, sum and with sureties directed and approved by the Town Board as indicated on such undertakings. A true copy of this resolution shall be affixed to the undertakings to indicate this Board's approval thereon in accordance with Town Law Section 25.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board Member

and duly put to vote, which resulted as follows:

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

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR
THE SEA BREEZE VOLUNTEER FIRE ASSOCIATION, INC.**

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

PRESENT:

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

Brown Hutchinson LLP

Attorney for the Town

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

WHEREAS, the Town Clerk's Office received an application from the Sea Breeze Volunteer Fire Association, Inc., requesting permission to conduct its Christmas Parade and Fireworks on Saturday, December 14, 2024; and

WHEREAS, all affected residents in the area have been notified of the event and road closures; and

WHEREAS, the Parade will begin at 5:30 p.m. and end at 7:00pm at 4657 Culver Road, and

WHEREAS, proof of current insurance, which expires on June 1, 2025, has been received and approved by the Town's Insurance Carrier.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the Special Event License for the Sea Breeze Volunteer Fire Association, Inc. to hold their Annual Sea Breeze Christmas Parade on Saturday, December 14, 2024 from 5:30 p.m. to 7:00 p.m.

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	_____