a town for a lifetime
IRONDEQUOIT New York

REGULAR TOWN BOARD MEETING

MAY 20TH, 2025

7:00 PM

AGENDA

05/16/2025 11:35 am

PLEDGE OF ALLEGIANCE

ROLL CALL

SUPERVISOR'S REMARKS & ANNOUNCEMENTS

PROCLAMATION(S)

PUBLIC INPUT

FINANCIAL REPORT

APPROVAL OF MINUTES

April 2, 2025 Special Town Board Meeting Minutes

April 14, 2025 Workshop Town Board Meeting Minutes

April 22, 2025 Regular Town Board Meeting Minutes

ITEM(S) FOR BOARD ACTION:

Public Hearings:

7:35 PM

05PH2025-1 On the matter of adopting a local law to amend Article VII of Chapter 222 of Town Code relating to installation of No Stopping Signs

05PH-1 **Resolution** Adopting a Local Law to amend Article VII of Chapter 222 of Town Code of Irondequoit relating to Installation of No Stopping Signs

7:36 PM

05PH2025-2 On the matter of a Proposed Text Amendment to Local Law Chapter 192 of the Code of the Town of Irondequoit

05PH-2 **Resolution** Adopting a Local Law regarding a text amendment to Chapter 192 of the Code of the Town of Irondequoit

7:37 PM

05PH2025-3 On the matter of adopting the Irondequoit 2025 Community Development Block Grant Program

05PH-3 **Resolution** Adopting the Irondequoit 2025 Community Development Block Grant Program

Appointments:

05A2025-1 **Resolution** Authorizing the appointment of a Senior Office Account Clerk in the Comptroller's Department

Community Development:

05A2025-2 **Resolution** Adopting a Local Law to amend Chapter 235 of the Code of the Town of Irondequoit regarding Short-Term Rentals

05A2025-3 **Resolution** Adopting Grant Services Expenditure

Comptroller:

05A2025-4 **Resolution** Authorizing the use of fund balance for independent review legal services

05A2025-5 **Resolution** Authorizing the renewal of an Intermunicipal Agreement with Monroe County for the supply of Electricity and Natural Gas to Town Facilities

Human Resources:

05A2025-6 **Resolution** Authorizing an employee to attend the New York State Public Employers Labor Relations Association Conference in Saratoga Springs, NY on July 8th – July 10th, 2025

05A2025-7 **Resolution** Authorizing two (2) employees to Attend the Annual Public Sector Human Resources Association Conference in Cleveland, OH September 29th - October 1st, 2025

Police:

05A2025-8 **Resolution** Authorizing the acceptance of a monetary gift from Irondequoit Bay Fish & Game Club to the Irondequoit Police Department K9 Unit

05A2025-9 **Resolution** Declaring Salvage of Police motorcycle

Public Works:

05A2025-10 **Resolution** Declaring certain Asphalt Material as surplus property

05A2025-11 **Resolution** Declaring certain equipment surplus property

Recreation:

05A2025-12 **Resolution** Authorizing Polling Agreement with Monroe County Board of Elections for early voting

05A2025-13 **Resolution** Authorizing the acceptance of grant funding awarded from Rotary District 7120 & Irondequoit Rotary

05A2025-14 **Resolution** Authorizing the Supervisor to enter into various contracts with independent contractors from Local B-90 staffing parking personnel, ticket takers, and ticket sellers for various Town Special Events

05A2025-15 **Resolution** Authorizing the Supervisor to enter into various contracts with vendors for the Town's 2025 & 2026 Fourth of July Celebrations

Town Clerk:

05A2025-16 **Resolution** Authorizing a Special Event License for ERASE's Annual Juneteenth 5K

05A2025-17 **Resolution** Authorizing a Special Event License for ERASE's Annual Juneteenth Event

05A2025-18 **Resolution** Authorizing a Special Event License for I-Square's 2025 Summer Event/Concert Series

Upcoming Meeting:

WORKSHOP MEETING	June 9th, 2025	@ 4PM
REGULAR TOWN BOARD MEETING	June 17th, 2025	@ 7PM
WORKSHOP MEETING	July 14th, 2025	@ 4PM

EXPENSES

Fund	Original Budget	Amended Budget	Cumulative, Year to Month End: Expended	Encumb'd	Available Balance	Percent of Year Elapsed	Percent of Budget Spent & Enc'brd
			10,165,297				
A001 General (includes cemetery)	27,425,985	27,498,985	8,754,706	1,410,591	17,333,688	33.3%	37.0%
percent of amended budget			31.8%	5.1%	63.0%		
L005 Library	2,912,281	2,912,281	1,125,753	4,028	1,782,500	33.3%	38.8%
percent of amended budget			38.7%	0.1%	61.2%		
DA21 Highway # 1, Road Impvts.	3,678,544	3,678,544	770,363	296,975	2,611,206	33.3%	29.0%
percent of amended budget			20.9%	8.1%	71.0%		
DA23 Highway # 3, Equipment Maint.	1,165,260	1,165,260	403,475	123,001	638,784	33.3%	45.2%
percent of amended budget			34.6%	10.6%	54.8%		
DA24 Highway # 4, ROW / Winter	1,136,861	1,136,861	385,629	77,648	673,584	33.3%	40.8%
percent of amended budget			33.9%	6.8%	59.2%		
SS31 Consolidated San. Sewer Dist.	3,952,116	3,952,116	960,525	133,825	2,857,766	33.3%	27.7%
percent of amended budget			24.3%	3.4%	72.3%		
SD38 Stormwater Drainage Dist.	983,012	983,012	156,403	45,819	780,790	33.3%	20.6%
percent of amended budget			15.9%	4.7%	79.4%		
SS32 Bayshore Blvd Sewer District	9,365	9,365	0	0	9,365	33.3%	0.0%
percent of amended budget			0.0%	0.0%	100.0%		
SS36 LaSalle Landing Sewer District	136	136	272	0	-136	33.3%	200.0%
percent of amended budget			200.0%	0.0%	-100.0%		
SS39 Rock Beach San. Sewer Dist.	7,698	7,698	0	0	7,698	33.3%	0.0%
percent of amended budget			0.0%	0.0%	100.0%		
SS40 Orland Road San. Sewer Dist.	16,524	16,524	0	0	16,524	33.3%	0.0%
percent of amended budget			0.0%	0.0%	100.0%		
SW51 Sea Breeze Water District	1,257,191	1,257,191	381,694	0	875,497	33.3%	30.4%
percent of amended budget			30.4%	0.0%	69.6%		
SL71 - SL98 Lighting Districts	21,330	21,330	12,747	0	8,584	33.3%	59.8%
percent of amended budget			59.8%	0.0%	40.2%		
TOTAL	42,566,303	42,639,303	12,951,567	2,091,886	27,595,850	33.3%	35.3%
			15,043,453				
Percent of Amended Budget Spent			30.4%				
Percent of Amended Budget Encumbered				4.9%			
Total Percent Spent & Encumbered							35.3%
Tax Levy Sensitive	36,328,432	36,401,432	11,440,199	1,912,242	23,048,991	33.3%	36.7%
Total Spent + Encumbered		13,352,441	31.4%	5.3%	63.3%		36.7%

5,980,665 | 1,559,467 | 26.1% | 497,624 | 8.3% | 34.4%

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
A001 General:								
Real Estate Tax	(A001-410010)	13,010,649	13,010,649	13,010,649	0	67.2%		100.0%
Payment In Lieu of Tax	(A001-410811/12)	283,641	283,641	258,615	25,026			91.2%
Sales Tax	(A001-411200)	7,000,000	7,000,000	0	7,000,000			0.0%
Per Capita State Aid	(A001-430010)	613,283	613,283	0	613,283			0.0%
Mortgage Tax	(A001-430050)	990,000	990,000	0	990,000			0.0%
Interest Earnings	(A001-424010)	33,000	33,000	70,229	-37,229			212.8%
Franchise Cable TV	(A001-411700)	604,000	604,000	-3,320	607,320			-0.5%
Recreation Program Fees	(A001-420010)	765,000	765,000	181,627	583,373			23.7%
Cemetery Revenues	(A001-421900/426650)	167,000	167,000	36,389	130,611			21.8%
Fines & Bail Forfeitures	(A001-426100)	101,000	101,000	35,022	65,978			34.7%
Other Sources of Revenue		2,358,412	2,383,412	557,779	1,825,633			23.4%
Appropriated Fund Balance		1,500,000	1,500,000	1,500,000	0			
Total, Revenue & Fund Balance		27,425,985	27,450,985	15,646,990	11,803,995		33.3%	57.0%

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
L005 Library							
Real Estate Tax	2,793,421	2,793,421	2,793,421	0	14.4%		100.0%
Other Sources of Revenue	118,860	118,860	33,461	85,399			28.2%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	2,912,281	2,912,281	2,826,882	85,399		33.3%	97.1%
DA21, DA23, DA24 Highway Funds							
Real Estate Tax	3,562,155	3,562,155	3,562,155	0	18.4%		100.0%
All Other Sources	1,918,510	1,918,510	439,435	1,479,075			22.9%
Appropriated Fund Balance	500,000	500,000	500,000	0			
Total, Revenue & Fund Balance	5,980,665	5,980,665	4,501,590	1,479,075		33.3%	75.3%
SS31 Consolidated San. Sewer District							
Sewer Service Charges	3,449,180	3,449,180	3,449,180	0			100.0%
Other Sources of Revenue	152,936	152,936	16,508	136,428			10.8%
Appropriated Fund Balance	350,000	350,000	350,000	0			
Total, Revenue & Fund Balance	3,952,116	3,952,116	3,815,688	136,428		33.3%	96.5%
SD38 Stormwater Drainage District							
District Service Charges	970,012	970,012	970,012	0			100.0%
Other Sources of Revenue	13,000	13,000	1,352	11,648			10.4%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	983,012	983,012	971,364	11,648		33.3%	98.8%
SS32 Bayshore Blvd Sewer District							
District Capital Charges	9,365	9,365	9,365	0			100.0%
Other Sources of Revenue	0	0	0	0			#DIV/0!
Total Revenue	9,365	9,365	9,365	0		33.3%	100.0%
SS36 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		33.3%	87.9%
SS39 Rock Beach San. Sewer District							
District Capital Charges	7,698	7,698	7,698	0			100.0%
Other Sources of Revenue	0	0	-13	13			#DIV/0!
Total Revenue	7,698	7,698	7,685	13		33.3%	99.8%
SS40 Orland Road San. Sewer District							
District Capital Charges	16,524	16,524	16,524	0			100.0%
Other Sources of Revenue	0	0	99	-99			#DIV/0!
Total Revenue	16,524	16,524	16,623	-99		33.3%	100.6%
SW51 Sea Breeze Water District							
District Real Estate Tax	43,425	43,425	43,425	0			100.0%
Other Sources of Revenue	1,213,766	1,213,766	322,053	891,713			26.5%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	1,257,191	1,257,191	365,478	891,713		33.3%	29.1%
SL71 - SL98 Lighting Districts							
District Real Estate Tax	21,330	21,330	21,330	0			100.0%
Other Sources of Revenue	0	0	2,868	-2,868			
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	21,330	21,330	24,198	-2,868		33.3%	113.4%
Summary of Revenues and Appropriated Fund Balances							
Real Estate Tax	19,366,225	19,366,225	19,366,225	0	100.0%		100.0%
Special District Real Estate Tax	64,755	64,755	64,755	0			100.0%
Sanitary Sewer Service Charges	3,482,903	3,482,903	3,482,903	0			100.0%
Stormwater District Service Charges	970,012	970,012	970,012	0			100.0%
Other Sources of Revenue	16,332,408	16,357,408	1,952,088	14,405,320			11.9%
TOTAL	40,216,303	40,241,303	25,835,983	14,405,320		33.3%	64.2%
Appropriated Fund Balance	2,350,000	2,350,000	2,350,000	0			100.0%
Grand Total, Revenues and Appropriated Fund Balance	42,566,303	42,591,303	28,185,983	14,405,320			66.2%

Town Board Meeting Notes-Month Ended April 30, 2025

The 2025 financial results for the Town as of April 30th: 33.3% of the year has elapsed and the Town's total expenses are higher than budget at 35.3%. The equivalent expenses are $15,043k and break down in this manner: encumbrances $2,092k and actual expenses $12,952k. Encumbrances result from departments committing to services, supplies, and commodities that will be needed throughout the year.

The General Fund expenses are higher than budget at 37.0% or $10,165k. The Breakdown is: actual expenditures - $8,755k; encumbrances of $1,411k. Included within the encumbrances of the general fund are legal fees ($316k) and the emergency medical services contract ($281k).

Jointly, the expenses in the highway funds are $2,057k or 34.4% of budget—above the 33% of the year that has elapsed. Actual expenditures equate to $1,559k (26.1%) while encumbrances account for $498k (8.3%). Outstanding encumbrances include equipment parts, fuel ($253k) and salt ($104k).

Expenditures in the Library are above budget at $1,130k or 38.8%. This is attributed to debt service—the annual Bond principal and interest payments ($491k) for the Consolidated Library were made during the month. The unfavorable impact of those line-item expenses will level off by year-end.

The Sewer Fund expenses of $1,094k are below budget at 27.7%. The breakdown of expenses is: actual expenses $961k (24.3%) and encumbrances $134k (3.4%).

Stormwater Drainage is underbudget as well at 20.6%—a total of $202k, with actual

expenses totaling $156k (15.9%) and encumbrances of $46k (4.7%).

Expenses excluding encumbrances for the Town, as well as the three major funds (general, highway and sewer) are less than the 33.3% of the year that has elapsed. The actual expenditures percentage (exclusive of encumbrances) for the Town is 30.4%; the General Fund is 31.8%; Sewer is 24.3%; and the collective Highway funds is 26.1%.

The General Fund has received revenue of $15,647k—57.0% of budget. At the end of April, the Town had received $13,010k or 100% of real estate tax and 91.2% of Payment In Lieu Of Tax payments. The other major revenue sources such as sales tax, mortgage tax, franchise cable fees, and Per Capita State Aid are not due yet.

Regarding the entire Town: $28,186k or 66.2% of revenue and appropriated fund balance has been recorded to-date. Approximately $19,366k of the amount received is real estate tax—100% of that budget.

At month-end, the Library had received $2,827k – 97.1% of its budgeted revenue. 75.3% or $4,502k has been verified by the Highway. $3,816k is in for the Sewer Fund—96.5% of that fund's budget. Stormwater Drainage has received 98.8% of its budgeted revenue—$971k.
In addition, American Rescue Plan Act (ARPA) funding ($22,455k) has been 100% allocated to various projects throughout the Town including sewer, drainage, parks, equipment and other services. Approximately 85% or $19,173k has been expended to date.

This concludes my financial report for the month of April 2025.

The Special Town Board Meeting of the Town of Irondequoit, held in the Broderick Room at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 2nd day of April 2025 at 4:00 pm, there were:

PRESENT:	Town Supervisor	Andraé Evans
	Town Board Member	Ann Cunningham
	Town Board Member	John Perticone
	Deputy Town Supervisor	Peter Wehner
	Attorney for the Town	McConville Considine Cooman & Morin PC
ABSENT:	Town Board Member	Grant Malone

Others in attendance included Comptroller Diana Marsh, Director of Community Services Bill Lang, Commissioner of Public Works Erin Magee, Director of Human Resources Jason Vinette and Town Clerk Latasha Elder.

Supervisor Evans called the meeting to order, the Pledge was said, emergency procedures were stated and Town Clerk Latasha Elder called Roll.

ITEMS BEFORE THE BOARD:

04STB2025-1 RESOLUTION AUTHORIZING THE APPOINTMENT OF AN ASSESSOR

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Wehner,** the resolution was adopted **approving the appointment of Dan Stanford to the title of Assessor.**

UPON VOTING

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

Resolution Number 2025-066

04STB2025-2 RESOLUTION AUTHORIZING THE TOWN CLERK TO ATTEND THE NEW YORK STATE TOWN CLERK ASSOCIATION'S ANNUAL CONFERENCE

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Perticone,** the resolution was adopted **authorizing the Town Clerk, Latasha Elder, to attend the New York State Town Clerk Association's Annual Conference.**

UPON VOTING

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

Resolution Number 2025-067

Upcoming Meeting Schedule:

Workshop Meeting	April 14th, 2025	@4:00pm
Regular Town Board Meeting	April 22nd, 2025	@7:00pm

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham,** the Special Town Board Meeting was adjourned at 04:05pm.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Respectfully Submitted,

Latasha Elder

Latasha Elder, Town Clerk

At a 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 14th day of April 2025 at 4:00 P.M, there were:

PRESENT:	Supervisor	Andraé Evans
	Town Board Member	Ann Cunningham
	Town Board Member	Grant Malone
	Town Board Member	John Perticone
	McConville Considine Cooman & Morin PC	Attorney for the Town
ABSENT:	Deputy Town Supervisor	Peter Wehner

Others in attendance included Director of Human Resources Jason Vinette, Captain Andrew Whitaker, Planning and Zoning Coordinator Michelle Nichols, Director of Community Services Bill Lang, Director of Recreation Shannon Grieve, Foreman Thomas Albert, Comptroller Diana Marsh, Chief Court Clerk Sally Nash, Commissioner of Public Works Erin Magee and Deputy Town Clerk Sherida Yanguas.

Supervisor Evans called the meeting to Order and Pledge was said. Deputy Town Clerk Yanguas called Roll.

SUPERVISOR'S REMARKS: The Supervisor had no comments or remarks.

PRESENTATION: LaBella's presentation gave information regarding a network outage that caused some of the projects not to advance. The situation has been corrected. Gave updates on several projects going on around Town (Camp Eastman, Town Hall project (bathrooms), Titus Avenue Sidewalk project, Seneca Road Reconstruction project (complete), Bellehurst Drive Pump Station, Belmeade Road Drainage, Zoning Regulation Rewrite, Design and Construction Standards, LWRP and others). LaBella also provided information on grant funding.

DEPARTMENT HEAD UPDATES:

Chief Court Clerk Sally Nash: Process of analyzing JCAP Grant. Courts are fully staffed. Judges now serve downtown four (4) times a quarter.

Commissioner of Public Works Erin Magee: Brush pickup is underway. Lawn damage and potholes are being addressed. First electronics event will be held on April 26 from 8-12. May 17th is Public Works Open House. Spring cleanup is underway at the parks.

Director of Community Development Bill Lang: Gave updates on local businesses that will be opening soon in Town (Dave's Hot Chicken and Coffee Shop on Titus Avenue). Gave updates on large scale projects that have obtained permits. Assistant Building Inspector has started work. 30-Day Notice sent to 95 Lake Bluff with intention to demolish the structure. Cameras will be located across Town. Completing recertification paperwork for the Town to continue to be designated as a pro-housing community. There was a discussion regarding a meeting conflict between the Assessor and the Historic Preservation Board.

Director of Recreation Shannon Grieve: Summer camp registration has been launched. Spring Break week has commenced. New software to launch mid-May. Farmers Market will open on May 1st on Columbus Way from 4pm to dusk every Thursday. Day of Caring to be held on May 15th. Memorial Day Parade to be held on May 25th starting at 3pm. Memorial Day Ceremony to be held on May 26th at 9am.

Director of Human Resources Jason Vinette: Payroll system seems to be running smoothly.

Captain Andrew Whitaker: Central arraignments going well. Working on scheduling the Spring In-Service Training and planning for Spring activities.

Comptroller Diana Marsh: Finishing up 2024 Annual Audit. Preparing 2025-2026 Community Development Block Grant (CDBG) Program. Closed Debt Issuance. Two new BANs (Bank Anticipation Notes) issued.

Deputy Town Clerk Sherida Yanguas: Tax collection ending April 30th. Clerk's office is busy with passport appointments, marriage licenses and fishing licenses.

Attorney for the Town: Would like to start regular office hours at the Town Hall. Meet with Town Clerk regarding Notice of Claims. Two Article 78s are pending against the Town Board. A small claims court action is being handled by the insurance company. Helping with the Planning Board regarding small cell antennas.

Town Board Member Cunningham: Gave an update on Library. ARPA funds will be used to give students two books in Irondequoit. Friends of the Library have a fundraiser event currently happening.

FINANCIAL REPORT: The report was read by Comptroller Diana Marsh and will be reviewed and voted on at the next Regular Town Board meeting on April 22, 2025.

REVIEW OF AGENDA ITEMS FOR THE APRIL 22, 2025 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:

04WS2025-1 Resolution Authorizing the appointment of three members to the Town Library Board.

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Malone**, a resolution was adopted **authorizing Patricia Gogniat, O. Nicholas Robertson and Nick Zinni as members to the Town Library Board.**

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

Resolution #2025-068

04WS2025-2 Resolution Authorizing a temporary one-year reappointment for the Board of Assessment Review

On a motion made by Councilmember **Perticone,** seconded by Councilmember **Malone**, a resolution was adopted **authorizing Kimberly Graus as a temporary member to the Board of Assessment Review for a one-year term.**

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

Resolution #2025-069

04WS2025-3 Resolution authorizing the reappointment for the Board of Assessment Review

On a motion made by Councilmember **Perticone,** seconded by Councilmember **Cunningham**, a resolution was adopted **approving the reappointment of Scott Smith as a member to the Board of Assessment Review for a five-year term.**

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

Resolution #2025-072

04WS2025-4 Resolution Authorizing the appointment of a Chief Court Clerk

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Perticone**, a resolution was adopted **authorizing the appointment of Kim Kimble to the title of Chief Court Clerk.**

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

Resolution #2025-071

04WS2025-5 Resolution Authorizing the provisional appointment of a Special Events Coordinator

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Perticone**, a resolution was adopted **authorizing the provisional appointment of Shanna Butler to the title of Special Events Coordinator.**

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

Resolution #2025-070

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Malone,** the Workshop Meeting was adjourned at 5:33 p.m.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted by

Latasha Elder

Latasha Elder, Town Clerk

Regular Town Board Meeting of the Town Board of the Town of Irondequoit, held in the Broderick Room at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the **22nd day of April 2025** at 7:00 P.M., local time, there were:

PRESENT:	Supervisor	Andraé Evans
	Town Board Member	Ann Cunningham
	Town Board Member	Grant Malone
	Town Board Member	John Perticone
	Deputy Supervisor	Peter Wehner
	Attorney for the Town	McConville Considine Cooman & Morin PC

Others in attendance included Director of Recreation Shannon Grieve, Commissioner of Public Works Erin Magee, Comptroller Diana Marsh, Chief of Staff Kimberly Miranda, Director of Community Services Bill Lang, Chief of Police Scott Peters, Director of Human Resources Jason Vinette, Deputy Court Clerk Kim Kimble, Assessor Dan Stanford and Town Clerk Latasha Elder.

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

PUBLIC INPUT:

As there was no one wishing to speak, Public Input was closed.

FINANCIAL REPORT:

The 2025 financial results for the Town as of March 31: total expenses—actual as well as encumbered—are $9,574k or 22.5% of budget which is below the 25% of the year that has elapsed. The breakdown is: actual expenses $7,700k and encumbered expenses $1,874k.

The General Fund expenses are 23.5% or $6,457k. Here is the breakdown: actual expenditures - $5,148k; encumbrances $1,309k. Included in the encumbrances are the ambulance contract and legal fees.

In aggregate, the expenses in the Highway funds are $1,574k or 26.3% of budget—above the 25% of the year that has elapsed. Actual expenses total $1,068k (17.8%) and encumbrances account for $507k (8.5%) and include fuel, salt and equipment parts.

Expenditures in the Library are under budget at $413k or 14.2%.

The Sewer Fund expenses are 18.8% of budget equating to $743k.

The expenses in Stormwater Drainage total $118k—12% of budget.

The General Fund revenue received is $15,315k or 55.8% of budget. At the end of March, the Town has received $13,011k of real estate tax—100% of budget. 78.1% ($222k) PILOT (Payment In Lieu Of Tax) revenue has been received.

Regarding the entire Town: $27,153k or 63.8% of revenue and appropriated fund balance has been received to-date. Approximately $19,366k of the amount received is real estate tax.

At month-end, the Library has received $2,818k or 96.8% of its budgeted revenue. 68.8% or $4,114k of budgeted revenue is in for the Highway. Consolidated Sewer has received $3,807k—96.3% of that fund's budget. 98.7% of Stormwater Drainage receipts have been recorded at $971k.

This concludes the financial report for the month of March 2025.

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

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

APPROVAL OF MINUTES:

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Perticone,** the March 03, 2025 Special Town Board Meeting minutes were approved.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

On a motion made by Councilmember **Malone,** seconded by Councilmember **Cunningham,** the March 10, 2025 Workshop Town Board Meeting minutes were approved.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the March 18, 2025 Regular Town Board Meeting minutes were approved.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

ITEMS FOR BOARD ACTION:

PUBLIC HEARING(S):
7:35 PM

04PH2025-1 On the matter of a Special Use Permit to construct six (6) duplex garage units on premises 5324, 5334, 5340 St. Paul Blvd and 8 Second Street in the C-Business District.

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Perticone,** the Public Hearing was opened at 7:35 pm.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Email correspondence addresses were read into record. Brief presentation from a Lantex representative.

Public Hearing Public Input:

Katha Patasin, 151 Lake Front – Against the matter of 6 duplex garage units
Katie Furuza, 119 Lake Front – Against the matter of 6 duplex garage units
Juergen Granz, 137-139 Lake Front – Against the matter of 6 duplex garage units
Stefan Granz, 139 Lake Front – Against the matter of 6 duplex garage units
Bill James 5359 St. Paul Blvd. – Against the matter of 6 duplex garage units
Nancy Griffin, 15 Second St. – Against the matter of 6 duplex garage units

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham,** the Public Hearing was closed at 8:05 pm.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

04PH-1 RESOLUTION REGARDING STATE ENVIRONMENTAL QUALITY REVIEW ACT COMPLIANCE REGARDING SPECIAL USE PERMITS FOR THE REDEVELOPMENT OF 5324, 5334, 5340 ST. PAUL BLVD. AND 8 SECOND STREET IN THE C-BUSINESS DISTRICT

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted **approving a negative declaration of an unlisted action regarding SEQRA.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025-089

04PH-2 RESOLUTION APPROVING SPECIAL USE PERMITS FOR 5324, 5334, 5340 St PAUL BLVD AND 8 SECOND STREET IN THE C-BUSINESS DISTRICT

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted **approving the Special Use Permits for 5324, 5334, 5340 St. Paul Blvd and 8 Second Street.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025-090

7:36 PM
04PH2025-2 On the matter of a proposed Local Law to Amend Town Code Chapter 235 regarding Short-Term Rentals

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone,** the Public Hearing was opened at 8:14 pm.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Email correspondence addresses were read into record.

Public Hearing Public Input:
Jeannine Tantalo, 5224 St. Paul Blvd – for the matter of Short-Term Rentals
Tammy Halldow, 39 Schnackel – against the matter of Short-Term Rentals
Marsha Enright, 75 Clay Ave – against the matter of Short-Term Rentals
Mark Halldow, 39 Schnackel Dr – against the matter of Short-Term Rentals
Miranda Murphy, 68 Schnackel Dr – for the matter of Short-Term Rentals
Brian Kick, 68 Schnackel Dr – for the matter of Short-Term Rentals
Christine Hauz, 640-641 Winona – for the matter of Short-Term Rentals
Jane Crum, 150 McClaire Dr. – had questions for the Board regarding what the next step would be.
Mark Credovic, 180 Rock Beach Rd. – against the matter of Short-Term Rentals
Jen Suva, 425 Rock Beach Rd. – for the matter of Short-Term Rentals
Robert Betkowski, 405 Rock Beach – against the matter of Short-Term Rentals
Sarah Eck, 162 Schnackel Dr. – for the matter of Short-Term Rentals

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner,** the Public Hearing was closed at 9:07 pm.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

04PH-3 RESOLUTION ADOPTING A LOCAL LAW TO AMEND CHAPTER 235 OF THE TOWN CODE REGARDING SHORT-TERM RENTALS

On a motion made by Councilmember **Malone**, seconded by Councilmember **Cunningham**, the resolution was **TABLED for no more than 30 days.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

7:37 PM
04PH2025-3 On the matter of granting a Special Use Permit for the approval to construct and operate eight (8) new poles for small cell antennas with associated equipment in the R-1 and R-2 Residential Districts

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone,** the Public Hearing was opened at 9:08 pm.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Email correspondence addresses were read into record. Brief presentation from a Crown Castle representative.

Public Hearing Public Input:

Debra Vanwert, 107 Montclair Dr. – against the matter of 8 small cell antennas
Phil Perelli, 123 Montclair Dr. – against the matter of 8 small cell antennas
Emily Perelli, 123 Montclair Dr. – against the matter of 8 small cell antennas
John Sneeringer, 107 Montclair Dr. – against the matter of 8 small cell antennas
Jim Georger, 10 Lake Ter. – against the matter of 8 small cell antennas
David Baker, 108 Biltmore Dr. – against the matter of 8 small cell antennas
John Howard, 221 Briarwood Dr. – against the matter of 8 small cell antennas
Chris Chiesa, 15 Leland Rd. – against the matter of 8 small cell antennas
Kristen Pavia, 101 Montclair Dr. - against the matter of 8 small cell antennas
Ann Burns, 199 Bellehurst Dr. – against the matter of 8 small cell antennas
Jan Crum, 150 Montclair – looking to get packet of information regarding the matter of 8 small cell antennas
Cristian Haas, 640/641 Winona Blvd. – against the matter of 8 small cell antennas
Peter LaPietra, 94 Harvington Dr. – against the matter of 8 small cell antennas
Eric Benz, 49 Legran - against the matter of 8 small cell antennas
Arthur Johnson, 119 Pinecrest Dr. – against the matter of 8 small cell antennas
Allen Kryger, 50 Mayfair Dr. – against the matter of 8 small cell antennas
Frank Farcase, 17 Beach Terrace – against the matter of 8 small cell antennas
Ida Hollerin, 133 Pinecrest - against the matter of 8 small cell antennas
Larry DiMaio, 34 Delta Terrace - against the matter of 8 small cell antennas
Linda Wilson, 98 Harvington – against the matter of 8 small cell antennas
Robert Whitehouse, 34 Legran Rd. - against the matter of 8 small cell antennas
Frank Graus, 111 Bellehurst Dr. - against the matter of 8 small cell antennas

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Perticone, the Public Hearing will remain open.**

04PH-4 **RESOLUTION REGARDING STATE ENVIRONMENTAL QUALITY REVIEW ACT COMPLIANCE REGARDING A SPECIAL USE PERMIT TO OPERATE EIGHT (8) SMALL CELL WIRELESS TELECOMMUNICATION FACILITIES IN THE R-1 AND R-2 RESIDENTIAL DISTRICTS**

04PH-5 **RESOLUTION ADOPTING A RESOLUTION ON THE MATTER OF GRANTING A SPECIAL USE PERMIT TO CONSTRUCT AND OPERATE EIGHT (8) SMALL CELL WIRELESS TELECOMMUNICATION FACILITIES IN THE R-1 AND R-2 RESIDENTIAL DISTRICTS**

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Wehner, resolutions 04PH-4 and 04PH-5 were TABLED.**

Community Development:

04A2025-1 RESOLUTION CALLING FOR A PUBLIC HEARING ON A PROPOSED TEXT AMENDMENT TO LOCAL LAW CHAPTER 192 OF THE CODE OF THE TOWN OF IRONDEQUOIT

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the resolution was adopted **approving the calling of a Public Hearing on a proposed text amendment to Local Law Chapter 192.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025-073

Comptroller:

04A2025-2 RESOLUTION CALLING FOR A PUBLIC HEARING AUTHORIZING THE ADOPTION OF THE IRONDEQUOIT 2025 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the resolution was adopted **approving the calling of a Public Hearing to authorize the adoption of the Irondequoit 2025 Community Development Block Grant Program.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025-074

Courts*:*

04A2025-3 RESOLUTION AUTHORIZING A CONTRACT FOR SCANNING AND SHREDDING IRONDEQUOIT COURT DOCUMENTS AND FILES WITH EBIZ DOCS

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the resolution was adopted **approving a contract with Ebiz Docs for scanning and shredding of Irondequoit Court documents and files.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025-075

04A2025-4 RESOLUTION AUTHORIZING A CONTRACT FOR SCANNING AND SHREDDING IRONDEQUOIT COURT DOCUMENTS AND FILES WITH ICC-CDS

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Perticone,** the resolution was adopted **approving a contract with ICC-CDS for scanning and shredding of Irondequoit Court documents and files.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025-076

Human Resources:

04A2025-5 RESOLUTION AUTHORIZING TUITION REIMBURSEMENT FOR AN EMPLOYEE

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the resolution was adopted **approving tuition reimbursement for Investigator Soprano**.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025-077

Police:

04A2025-6 RESOLUTION AUTHORIZING THE ATTENDANCE TO THE NEW YORK STATE 2025 CHILD PASSENGER SAFETY TECHNICAL CONFERENCE

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Perticone,** the resolution was adopted **authorizing the Community Engagement Officer to attend the New York State 2025 Child Passenger Safety Technical Conference in Lake Placid, NY.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-078

04A2025-7 RESOLUTION AUTHORIZING THE ATTENDANCE TO INSIDE THE TAPE HOMICIDE INVESTIGATION AND CRIME SCENE MANAGEMENT TRAINING CERTIFICATION

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Perticone,** the resolution was adopted **authorizing three (3) police officers to attend the Inside the Tape Homicide Investigation & Crime Scene Management Training Certification to be held June 17th, 2025 thru June 19th, 2025.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-079

04A2025-8 RESOLUTION DECLARING SALVAGE OF POLICE INTERCEPTOR

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Perticone,** the resolution was adopted **declaring 2022 Ford Police Interceptor as salvage.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-080

Public Works:

04A2025-9 RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO THE FIRST AMENDMENT AGREEMENT FOR ASSET MANAGEMENT SYSTEM SOFTWARE FOR STREET LIGHTING

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the resolution was adopted **authorizing the Supervisor to enter into the First Amendment Agreement for Asset Management System Software for street lighting with Signify.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-081

04A2025-10 RESOLUTION CALLING FOR A PUBLIC HEARING TO AMEND ARTICLE VII OF CHAPTER 222 OF THE CODE OF THE TOWN OF IRONDEQUOIT RELATING TO INSTALLATION OF NO STOPPING SIGNS

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Malone,** the resolution was adopted **authorizing the calling of a public hearing to amend Article 7 of Chapter 222 of the Code of the Town of Irondequoit relating to installation of No Stopping Signs.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-082

Recreation:

04A2025-11 RESOLUTION AUTHORIZING A CONTRACT WITH REFEREES FOR SPRING 2025 WOMEN'S SOCCER LEAGUE

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the resolution was adopted **authorizing the Supervisor to enter into a contract with All Sport Assigning/Francisco Marino for recreational programming referee services.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-083

04A2025-12 RESOLUTION AUTHORIZING THE SUPERVISOR TO AMEND AND ENTER VARIOUS CONTRACTS WITH VENDORS FOR YOUTH, FAMILY AND SENIOR RECREATIONAL PROGRAMMING FOR 2025

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Perticone,** the resolution was adopted **approving the Supervisor to execute the revised contracts with various vendors.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-084

04A2025-13 RESOLUTION AUTHORIZING THE ACCEPTANCE OF GIFT OF FITNESS EQUIPMENT

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Wehner,** the resolution was adopted **approving the acceptance of two (2) SportsArt Fitness G575R stationary bikes and four (4) SportsArt 510 indoor cycles estimated value of $6250-$7500 per Mike Nolan.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-085

04A2025-14 RESOLUTION APPROVING REQUEST BY SWAN'S MARKET FOR FARMERS' MARKET OKTOBERFEST EVENT

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the resolution was adopted **approving the request from Swan's Market for Farmers' Market Oktoberfest event.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-086

Town Clerk:

04A2025-15 RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR THE IRONDEQUOIT LITTLE LEAGUE PARADE

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the resolution was adopted **approving the Special Event License for the Irondequoit Little League Opening Day Parade to be held on Saturday May 3rd, 2025.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-087

On a motion made by Councilmember **Perticone,** seconded by Councilmember **Malone, the agenda was amended to include the following resolution:**

Town Board:

04A2025-16 RESOLUTION APPROVING A SECOND RESOLUTION CENSURING TOWN SUPERVISOR

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Perticone,** the resolution was adopted **approving the second censuring of the Town Supervisor Andraé Evans.**

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

Resolution Number 2025-088

Upcoming Meetings:

Workshop Meeting: May 12th, 2025 @ 4:00pm
Regular Town Board Meeting: May 20th, 2025 @ 7:00pm

On a motion made by Councilmember **Malone,** seconded by Councilmember **Cunningham,** the Regular Town Board Meeting was adjourned at 10:03 p.m.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,

Latasha Elder

Latasha Elder, Town Clerk

Resolution No. 2025 - _____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A LOCAL LAW TO AMEND ARTICLE VII OF CHAPTER 222 OF TOWN CODE OF IRONDEQUOIT RELATING TO INSTALLATION OF NO STOPPING SIGNS

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of May, 2025 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

McConville Considine Cooman & Mornin, PC Attorney for the Town

Town Board Member_____offered the following resolution and moved its adoption:

WHEREAS, at a regular meeting of the Town Board, Town Board Member Cunningham introduced a proposed amendment to Irondequoit Town Code Section 222 Article VII such that to include Lakeshore Blvd as a no stopping location. The proposed Local Law is attached hereto as **Exhibit A**; and

WHEREAS, the Town Board adopted a resolution on April 22, 2025 calling for a public hearing to be held on May 20, 2025 at 7:35pm; 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 May 20, 2025, and all interested parties who wished to be heard were heard; and

WHEREAS, the Town Board received written copy of the proposed Local Law (Exhibit "A") via electronic mail at least 10 days before this meeting (excluding Sundays), pursuant to Municipal Home Rule Section 20(4); and

WHEREAS, the Town Board, after due deliberation, finds it in the best interest of the Town of Irondequoit to amend said Local Law.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby adopts said Local Law __ of 2025, amending Town Code Section 222 Article VII of the Town of Irondequoit, to include no stopping on Lakeshore Blvd.

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

This resolution shall take effect immediately upon its adoption.

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

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

Exhibit "A"

LOCAL LAW NO. _____ OF 2025
TO AMENT CHAPTER 222, SECTION 63,
OF THE CODE OF THE TOWN OF IRONDEQUOIT

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

1. Section 222-63 of the Code of the Town of Irondequoit is amended to add a no stopping sign to the following street:

Name of Street	Side	Location
Lakeshore Boulevard	Both	Rock Beach Road to 1143' east and opposite of Rock Beach Road

2. This law shall be effective upon filing with the Secretary of State of New York, as required by the Municipal Home Rule Law.

Resolution No. 2025- _____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A LOCAL LAW REGARDING A TEXT AMENDMENT TO CHAPTER 192 OF THE CODE OF THE TOWN OF IRONDEQUOIT

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 20th day of May, 2025, 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	Deputy Town Supervisor
McConville Considine Cooman & Morin PC	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 April 22, 2025, Town Board Member Wehner introduced a proposed local law regarding a text amendment to Irondequoit Town Code Chapter §192-20(A) Receptacles and Chapter §192-22 Preparation of recyclables for collection, and the proposed text amendment to the local law is attached hereto as **Exhibit A (the "Proposed Law")**; and

WHEREAS, pursuant to Municipal Home Rule § 20(5) no local law shall be passed by the Town Board until a public hearing is held.

WHEREAS, the Town Board adopted Resolution No. 2025-073 on April 22, 2025, calling for a public hearing to be held on May 20, 2025, to hear all interested parties with respect to the proposed text amendment; and

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

WHEREAS, the Town Board received a copy of the proposed text amendment via e-mail more than 10 days before this meeting, as required by Municipal Home Rule § 20(4); and

WHEREAS, the Town Board determines that the adoption of a local law amending the text to Chapter 192 of the code of the Town of Irondequoit, is not an action subject to the State Environmental Quality Review Act ("SEQRA") and accompanying regulations, *see* 6 N.Y.C.R.R. § 617.2 (b)(3), and therefore the requirements of SEQRA have been satisfied.

NOW THEREFORE BE IT RESOLVED that the Town Board hereby determines that the proposed text amendment is in the best interest of the Town of Irondequoit and its residents.

AND BE IT FURTHER RESOLVED that the Town Board adopts the proposed text amendment, which will be referred to as Local Law __ of 2025, amending Chapter 192 of the Town Code, a copy of which is attached hereto and made a part hereof.

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

This resolution shall take effect immediately upon its adoption and shall be filed with the Town of Irondequoit Clerk and the New York Secretary of State.

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

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

EXHIBIT A

LOCAL LAW NO. _____ of 2025

TEXT AMENDMENT TO CHAPTER 192 OF THE CODE OF THE TOWN OF IRONDEQUOIT

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

§192-20: Receptacles:

A. Every owner of any residence, building or place of business within the Town shall provide for, or cause to be provided, and at all times keep suitable and sufficient receptacles, as defined in § **192-25** of this article, for receiving and containing garbage and garbage/rubbish that may accumulate or be used upon said premises. Every owner of any residence, building or place of business must be able to demonstrate that the residence, building or place of business is serviced by a refuse collector or a legal disposal facility. Failure to provide proof of refuse collection when requested by the Code Enforcement Official will constitute a violation of this article and subject to penalties for offenses as outlined in § **192-31**. ~~Except as otherwise provided in this article, refuse receptacles must be stored behind the front foundation line of the primary structure, and/or accessory structure attached thereto or within an enclosed building or dumpster enclosure. For the purposes of this article, properties located on a corner lot, both street frontages shall be deemed to be front yards.~~
[Amended X-XX-2025 by L.L. No. X-2025]

§192-22: Preparation of recyclables for collection, [Amended 7-20-1999 by L.L. No.5-1999] [Amended X-XX-2025 by L.L. No. X-2025]

Recyclables shall be prepared for collection in accordance with guidelines provided by the refuse collectors and approved or otherwise established by the town. Refuse collectors shall provide curb side collection of recyclables. Recyclables to be picked up must be set out in appropriate containers as specified by the Commissioner of Public Works/Superintendent of Highways or any subsequent and pertinent ordinance or law or as designated by the refuse collectors and shall not be placed at the curb before 4:00 p.m. of the day preceding the scheduled pickup day as defined in § **192-25**. ~~Empty containers must be returned and stored behind the front foundation line of the primary structure or within an enclosed building or dumpster enclosure as required under this article by the end of the service day.~~

Resolution No. 2025 -

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING THE IRONDEQUOIT 2025 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York, held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of May, 2025, 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	Deputy Town Supervisor

McConville Considine Cooman & Morin PC Attorney for the Town

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

WHEREAS, the Town of Irondequoit is a Community Development entitlement community and, as such, receives an annual block grant from the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the Town anticipates a block grant award from HUD for the 2025 Community Development Block Grant Program, which will begin August 1, 2025, and end on July 31, 2026, in an estimated amount of $881,850; and

WHEREAS, the Town has prepared a proposed Community Development Block Grant Program in anticipation of receiving HUD funding for its 2025 program year and contingency plans should the award be lower or higher than estimated; and

WHEREAS, the proposed Community Development Block Grant Program prepared by the Town reflects the needs and priorities contained in the Irondequoit Consolidated Plan, and also complies with all program rules and regulations promulgated by HUD; and

WHEREAS, the Town Board determines that all components of the proposed Community Development Block Grant Program is a Type II action pursuant to 6 NYCRR § 617.5(c)(1), (2), (5), (18), (25), (26), and (27), and therefore no further review pursuant to the New York State Environmental Quality Review Act ("SEQRA") is required (6 NYCRR § 617.5(a)); and

WHEREAS, the Town will comply with the National Environmental Protection Act as required by HUD; and

WHEREAS, the Town, in accordance with program regulations and its Citizen Participation Plan, has provided its residents with the opportunity to review and comment upon the Irondequoit

Proposed Community Development Block Grant Program at a public hearing held at the regular meeting of the Town Board on May 20, 2025.

NOW THEREFORE, BE IT RESOLVED, that the Town Board authorizes the adoption of the Irondequoit 2025 Community Development Block Grant Program and authorizes the Supervisor to execute and deliver such documentation as necessary to submit the Irondequoit 2025 Community Development Block Grant Program to HUD for that agency's review, and to submit such additional information as may be required by HUD.

AND BE IT FURTHER RESOLVED, that the Town Supervisor, or his designee, is authorized to accept Community Development Block Grant Program funds estimated at $881,850, and to execute contracts and any amendments with HUD for the period of August 1, 2025 through July 31, 2026, subject to HUD approval of the submission.

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	_____

Project / Program	Sponsor Agency	2024-2025 Budget Allocation	2025-2026 Amount Requested	2025-2026 Management Recommendation	**Allocation of 2025-2026 HUD Grant Award Committee Review**
Home Improvement Program	Town	396,025	400,000	357,176	357,176
Comprehensive Housing Counselling	Housing Council	26,563	36,000	26,563	26,563
Life in Irondequoit, Elder Care Program	Cath Fam. Ctr.	26,563	27,000	26,563	26,563
Home Safe Home for Seniors	Lifespan	14,803	15,000	14,803	14,803
Street Resurfacing	Town DPW	234,710	200,000	200,000	200,000
Sunset House	Sunset House		20,000		
Sidewalk Repairs/Replacement	Town DPW	77,441	200,000	100,000	100,000
Street Tree Planting	Town DPW	0	50,000	50,000	50,000
Senior Transportation Program	Lifespan	32,245	33,237	32,245	32,245
Irond.Community Cupboard Healthy Eating Prog.	Irond.Comm. Cupboard	24,500	25,000	24,500	24,500
Administration / Contingency	Town	49,000	50,000	50,000	50,000
	Total	881,850	1,056,237	881,850	881,850
	Total Grant Allowance 2024-2025	881,850			
	Total Budget Target 2025-26		881,850	881,850	881,850
	Decr / incr (-) from 2024-25 Bgt Target	0	-174,387	0	0
	Decr / incr (-) from 2024-25 Budget		0	0	0

NOTE: Total Services Programs $
124,674
Admin / Plng / Contingency $
50,000
$881,850 Allocation
831,850
14.99%

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE APPOINTMENT OFA SENIOR OFFICE ACCOUNT CLERK

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20TH day of May 2025 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	Deputy Town Supervisor
McConville Considine Cooman & Morin PC	Attorney for the Town

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

WHEREAS, due to a retirement there is a vacancy for a Senior Office Account Clerk in the Comptroller's Department; and

WHEREAS, this is a competitive civil service title, and the exam was held on January 18, 2025; and

WHEREAS, Cody Dizmang participated in the exam and is reachable on the Monroe County Civil Service List; and

WHEREAS, the Comptroller would like to promote Cody Dizmang to the title of Senior Office Account Clerk, Cody has worked in the Comptroller's Office since September 2023 and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the appointment of Cody Dizmang to the title, Senior Office Account Clerk at an annual rate of $46,349, this is a funded position and will be drawn from organization code A1131500.

This resolution shall take effect immediately.

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

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

Resolution No. 2025- _____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A LOCAL LAW TO AMEND CHAPTER 235 OF THE CODE OF THE TOWN OF IRONDEQUOIT REGARDING SHORT TERM RENTALS

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 20th day of May, 2025, 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	Deputy Town Supervisor
McConville Considine Cooman & Morin PC	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 March 18, 2025, Town Board Member Wehner introduced a proposed local law regarding amendments to Irondequoit Town Code Chapter 235to establish a new definition to Town Code Section 235-4B and creating a new Local Law adding to Town Code Section 235-75.1, and the proposed amended local law is attached hereto as **Exhibit A (the "Proposed Law")**; and

WHEREAS, pursuant to Municipal Home Rule § 20(5) no local law shall be passed by the Town Board until a public hearing is held.

WHEREAS, the Town Board adopted Resolution No. 2025-049 on March 18, 2025, calling for a public hearing to be held on April 22, 2025, to hear all interested parties with respect to the Proposed Amendment; and

WHEREAS, the Town Board tabled the resolution at the April 22, 2025 Public Hearing meeting with closing the public hearing; and

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

WHEREAS, the Town Board received a copy of the Proposed Amendment via hand delivery and e-mail more than 10 days before this meeting, as required by Municipal Home Rule § 20(4); and

WHEREAS, the proposed Local Law was submitted to the Monroe County Planning Department for review and comment pursuant to the requirements of the Town Code, New York Town Law, and New York General Municipal Law; and

WHEREAS, the Monroe County Planning Department commented under Referral No: IR25003; and

WHEREAS, pursuant to Town Code Section 235-99, the Town Board referred the proposed Local Law to the Planning Board, and the Planning Board did not provide a formal positive or negative referral; and:

WHEREAS, the Town Board determines that the adoption of a local law amending Chapter 235 of the code of the Town of Irondequoit, is not an action subject to the State Environmental Quality Review Act ("SEQRA") and accompanying regulations, *see* 6 N.Y.C.R.R. § 617.2 (b)(3), and therefore the requirements of SEQRA have been satisfied.

NOW THEREFORE BE IT RESOLVED that the Town Board hereby determines that the Proposed Amendment is in the best interest of the Town of Irondequoit and its residents.

AND BE IT FURTHER RESOLVED that the Town Board adopts the Proposed Amendment, which will be referred to as Local Law __ of 2025, amending Chapter 235 of the Town Code, a copy of which is attached hereto and made a part hereof.

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

This resolution shall take effect immediately upon its adoption and shall be filed with the Town of Irondequoit Clerk and the New York Secretary of State.

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

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

EXHIBIT A

LOCAL LAW NO. __ OF 2025
SHORT TERM RENTALS WITHIN THE TOWN OF IRONDEQUOIT

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

Section 1. Amendment to Chapter 235. Chapter 235, Zoning, of the Code of the Town of Irondequoit, is hereby amended to add a new Definition to Section 235-4B, as follows:

TRANSIENT RENTAL
Rental of a dwelling unit to a single party for a period of less than 29 consecutive days.

Section 2. Amendment to Chapter 235. Chapter 235, Zoning, of the Code of the Town of Irondequoit, is hereby amended to add a new Section, Section 235-75.1, as follows:

Section 235-75.1. Rentals

A. The following shall apply to rentals of all/any dwellings, including apartments, accessory apartments, condominiums, multifamily dwellings, townhouse dwellings, single-family dwellings, or any other dwelling units as defined in 235-4 of this chapter, in the Town of Irondequoit, except hotels and motels.

B. No such dwelling unit shall be rented, leased or otherwise given over to a person other than an owner thereof for rent or other considerations for a period of less than 29 consecutive days. Transient rentals are specifically prohibited.

Resolution No. 2025 -

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION FOR GRANT SERVICES EXPENDITURE

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 20th day of May 2025 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
McConville, Considine, Cooman and Morin LLP	Attorney for the Town

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

WHEREAS, the Town wishes to enlist the technical assistance of LaBella and Associates PC in order to make application for the NYS Consolidated Funding Application (CFA); and

WHEREAS, the Town received the attached Proposal for Services – 2025 Grant Applications; and

WHEREAS, the approximate cost of $8,500 will need to be paid via the general fund in order to facilitate the grant applications; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Irondequoit hereby approves the Proposal for Services and associated expenditure.

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

LaBella
Powered by partnership.

April 17, 2025

Andrae Evans, Supervisor
Town of Irondequoit
1280 Titus Avenue
Irondequoit, NY 14617

RE: Proposal for Services - 2025 Grant Applications

Dear Andrae:

As a follow-up to our discussions with you, Erin, Bill and the Town Board, I am submitting this letter form of proposal/agreement to prepare the following NYS Consolidated Funding Application (CFA) grant applications under the 2025 grant season, which will be billed under our current agreement.

- Smart Growth Grant to update the Comprehensive Plan - $3,500
- NY Main Street Technical Assistance Grant for the Sea Breeze neighborhood - $2,500
- ESD Strategic Planning Grant for the Sea Breeze Neighborhood - $2,500

Payment of the fees would be due within 30 days of filing the application, which is due July 31, 2025.

If this proposal is acceptable, please sign and date the acceptance below and return a copy to me. If you have questions or would like to discuss details associated with this engagement, please call me at your earliest convenience. We look forward to assisting the Town on this project.

Sincerely,



Edward Flynn, AICP
Director of Planning

Accepted by the Town of Irondequoit

By:_____

Date:_____

Resolution No. 2025-_____

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

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 20th day of May 2025 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	Deputy Town Supervisor

McConville Considine Cooman & Morin PC Attorney for the Town

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

WHEREAS, resolution 2024-273 authorized the Town to hire a legal firm concerning a workplace investigation at an amount not to exceed $5,000.00; and

WHEREAS, the firm has completed the investigation at a final cost of $16,333.50; and,

WHEREAS, the final cost exceeds the original estimate additional funding in an amount not to exceed $11,334.00 will be made available in account 001.1420.4415 from the general fund balance.

NOW, THEREFORE BE IT RESOLVED, that the Town Board is authorizes the use of fund balance in an amount not to exceed $11,334.00 to be paid from account # 001.1420.4415 for the investigation cost.

This resolution shall take effect immediately upon its adoption.

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

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

Resolution No. 2025 -

EXTRACT OF MINUTES OF MEETING OF TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE RENEWAL OF AN INTERMUNICIPAL AGREEMENT WITH MONROE COUNTY FOR THE SUPPLY OF ELECTRICITY AND NATURAL GAS TO TOWN 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 20th day of May 2025, 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	Deputy Town Supervisor

McConville Considine Cooman & Morin PC Attorney for the Town

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

WHEREAS, deregulation continues to provide opportunities for competition among suppliers of electricity and natural gas; and

WHEREAS, Monroe County manages an aggregation group for the provision of electricity and natural gas to local governments and school districts; and

WHEREAS, the per unit costs of both electricity and natural gas quoted by the Monroe County Energy Aggregation Group are lower than or equal to costs from other suppliers of electricity and natural gas; and

WHEREAS, pursuant to General Municipal Law § 119-o, the Town may enter into an intermunicipal agreement with Monroe County for a term of up to five years, and an existing intermunicipal agreement with Monroe County expires on August 31, 2025.

NOW, THEREFORE BE IT RESOLVED, that the Town Supervisor is authorized to renew the intermunicipal agreement with Monroe County for the supply of electricity and natural gas to town facilities for the time period 9/1/2025 – 8/31/2030.

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This resolution shall take effect immediately upon its adoption.

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

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

Resolution No. 2025 _____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD AUTHORIZING AN EMPLOYEE TO ATTEND THE NEW YORK STATE PUBLIC EMPLOYERS LABOR RELATIONS ASSOCATION CONFERENCE IN SARATOGA SPRINGS, NY ON JULY 8 – JULY 10, 2025

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of May 2025 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	Deputy Town Supervisor
McConville Considine Cooman & Morin PC	Attorney for the Town

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

WHEREAS, NYSPELRA will hold its annual conference in Saratoga Springs, NY on July 8 – 10, 2025; and

WHEREAS, it is in the best interest of the Town of Irondequoit to provide for adequate educational opportunities for employees to maintain high standards and keep abreast of current methods and laws; and

WHEREAS, funds for this conference have been budgeted in the 2025 Human Resources budget.

NOW, THEREFORE BE IT RESOLVED, that Jason Vinette is hereby authorized to attend the NYSPELRA Conference in Saratoga Springs, NY on July 8 – July 10, 2025, for a cost not to exceed $1,108.00.

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

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



50th Annual Training Conference

July 8-10, 2025

Holiday Inn
Saratoga Springs, NY
NYSPELRA.ORG

Message from the President

On behalf of the New York State Public Employer Relations Association (NYSPELRA), it is my pleasure to invite you to attend the 50th NYSPELRA Annual Training Conference, which is once again being held in historic Saratoga Springs, New York! The conference will take place Tuesday, July 8th through Thursday, July 10 and will feature numerous timely and informative training sessions addressing important issues our members, public officials and all those engaged in public sector personnel and labor relations matters encounter on a daily basis. I would like to thank Lori Alesio, NYSPELRA President-Elect, and the entire NYSPELRA Board of Directors, for their hard work and dedication in organizing a wonderful program for this year's conference. I am truly excited to attend this year's conference and encourage you to join us and your colleagues from across the state.

Enclosed you will find the conference agenda, hotel registration information and a registration link. The enclosed information is also available on **nyspelra.org**. Please note, we do offer a discounted conference rate for retired NYSPELRA members as well as an "early bird" registration rate. As we have in the past, we intend to apply for continuing legal education credits for attorneys who attend eligible sessions.

Any questions about the conference should be directed to Jack Kalinkewicz, at jjkperassoc@yahoo.com or 518-366-2952. I look forward to seeing you in Saratoga Springs for our milestone 50th conference!

Sincerely,
Mary B. Scarpine
NYSPELRA President

Conference FAQs

Click NYSPELRA.ORG

Lodging Holiday Inn – Saratoga Springs 232 Broadway Saratoga Springs, NY 12866 Click: **Online Reservation**	**Financial Hardship** Application available for those needing support. Click to Download
Member Rate: • $405 • *$330 Early Registration ends June 7th* ***Click to Register***	**Non-Member Rate:** • $540 • *$480 Early Registration ends June 7th* ***Click to Register***
Retiree Rate • $100 • Must be a NYSPELRA Member **Click to Register**	**Meals** See Agenda below for provided conference meals. ***Dietary restrictions?*** Note limitations (*not preferences*) when completing online registration.
Members Questions Connect with National PELRA team member Courtney Churchill.	**Online Registration Support** Have questions or running into hiccups? Connect with National PELRA team member Kelsia Buxton.

Pre-Conference: July 7, 2025

MONDAY

4:00 PM - 6:00 PM **Early Registration**

Day 1: July 8, 2025

TUESDAY

8:00 AM - 9:15 AM **Registration Opens/Breakfast**

9:15 AM - 9:30 AM **Welcome & Introductions**

9:30 AM - 11:00 AM **Keynote Speaker**

Energizing the Workforce
Keynote Speaker: Elizabeth McCormick, President and Founder of Soar 2 International

Elizabeth McCormick, a Congressional Veteran Commendation recipient and a highly decorated retired Captain from the US Army, travels the globe and speaks to Fortune 500 companies and other organizations to share her stories, her experiences, and challenges she faced as an experienced Black Hawk helicopter pilot and Chief Warrant Officer to inspire the workforce and elevate team

performance. Elizabeth has the unique ability to energize an organization through "sneak attack lessons" that will empower and energize the audience.

11:00 AM - 11:15 AM **Break**

11:15 AM - 12:30 PM **Sex Stereotyping & Gender Identity: Best Practices Regarding Inclusivity and Gender Authenticity**

This session will focus on interesting case scenarios which will incorporate the recent Executive Orders, the EEOC's position on gender identity, and US Supreme Court transgender cases, such as *Bostock* and in the *Hopkins v. Price-Waterhouse* case sexual stereotyping, gender discrimination and other recent cases.

Through an interactive presentation, the participants will be better equipped to confront these issues, such as restroom and locker room usage, gay-bashing, sex stereotyping, inappropriate jokes, misgendering, slurs, sexual comments, inappropriate texts, emails and other electronic communications, etc.

Speaker: Michelle Phillips, Principal Attorney, Jackson Lewis, PC

12:30 PM - 1:30 PM **Lunch**

1:30 PM - 2:45 PM **Speech in the Workplace**

This session will focus on speech in the workplace that relates to violence. Its impact on the workplace, the changing nature of our work eH11ironment, what is acceptable speech under the First Amendment, and what is considered actionable speech.

Speakers**:** Howard Miller, Bond Shoeneck & King

2:45 PM - 3:00 PM **Break**

3:00 PM - 4:00 PM **Artificial Intelligence**

This session will focus on the impact Artificial Intelligence has on our work life.

Speaker: Nihla Sikkander, Assistant Counsel for Litigation and Labor, Office of General Counsel, SUNY

4:30 PM - 5:00 PM **First Timers Reception**

5:00 PM – 7:30 PM **Cocktail Party to Celebrate the 50th Anniversary Celebration**

Location: Canfield Casino

Day 2: July 9, 2025



8:00 AM – 9:00 AM **Part 2 of Historical Labor Relations Analysis: Parsons, Pinkertons, & Pullman: Industrial Warfare in the Gilded Age**

This follow up to "Combinations & Conspiracies" explores the development of labor law, the politics of organized labor, and labor relations in the late 19th century. The presentation will discuss the strategies employed by labor and capital in the fight for control over the workplace, specifically focusing on three major conflicts, the Haymarket Affair, the Homestead Lockout, and the Pullman Strike.

Speaker: Ben Leonard, Counsel for Labor and Employment Matters, Niagara Frontier Transportation Authority

9:00 AM - 10:30 AM **DEi-Recruitment and Retention Issues/ Internal Investigations**

This session will focus on best practices for agencies to successfully recruit, retain and promote diverse talent, including strategies to expand candidate pools, how to leverage underutilized and non-traditional hiring resources, the importance of mitigating hiring panel bias(es) and pointers for ensuring consistency in hiring and career advancement opportunities.
This session will also offer guidance on how to initiate, investigate and resolve a concern of workplace discrimination and harassment, including suggested techniques for developing an investigative plan, conducting interviews, avoiding blind spots, drafting an investigative report and making recommendations for administrative action.

Speaker: Harvey, Chief Diversity, Equity & Inclusion Officer from the New York Power Authority and Justin Pruyne, Director of EEO from the New York Power Authority

10:30 AM - 10:45 AM **Break**

10:45 AM - 12:00 PM **Annual PERB Update**

This session will provide an annual update to the latest PERB decisions and topics of interest.

Speaker: Tim Connick, Chairperson, NYS Public Employment Relations Board

12:00 PM - 1:00 PM **Lunch**

1:00 PM - 2:15 PM **Workplace Disability Issues**

This session will focus on difficult problems in reasonable accommodations area for employers by breaking down the analysis through real life examples, including highlighting relevant recent case law in the 2nd circuit and some general trends in the field.

This session will also touch upon requests for emotional support animals, request for a full-time ASL interpreter for a hearing-impaired individual and assisting employers analyze "back to work" for employees who have been telecommuting on a full-time basis.

Speaker: Elaine Bartley, Director and Counsel of the Anti-Discrimination Investigations Division, New York State Office of Employee Relations

2:15 PM - 2:30 PM **Break**

2:30 PM - 3:30 PM **Legislative Update**

Every year new laws are introduced that could impact your work as a public sector human resources or labor relations professional. This session will provide you with the latest update out of Albany on new legislation related to labor relations.

Speaker: John Mancini, Counsel to the NYS Conference of Mayors and Municipal Officials (NYCOM)

3:30 PM - 4:30 PM **Arbitrator Review Panel**

A panel of seasoned labor attorneys will offer their valued opinions and experiences with various labor arbitrators and engage in an interactive discussion with the audience on their experiences or impressions oflabor arbitrators working in New York State.

Speakers: Terry O'Neil, Partner, Bond Shoeneck & King; Earl Redding, Partner, Roemer Wallens Gold & Mineaux LLP and Emily Middlebrook, Hancock Estabrook

5:00 PM - 6:00 PM **General Reception**

Day 3: July 10, 2025



8:00 AM - 9:00 AM **Ethics and the Code of Conduct**

This presentation will provide an overview of the NYS Commission on Ethics and Lobbying in Government's (COELIG) authority with a focus on its administration of the Financial Disclosure Program and interpretative and enforcement activities involving the NYS Public Officers Law (POL) and COELIG regulations. It will also **cova** the conflict of interest provisions contained in the POL and identify practical scenarios where they arise in State agencies and authorities. These include outside activities and employment, gifts restrictions, negotiating future employment opportunities, nepotism, post-employment considerations and unwarranted privileges

Speaker: Joseph Gryzlo, Ethics & Compliance Officer from the New York Power Authority

9:00 AM - 10:00 AM **Foundations of Collective Bargaining**

This discussion will focus on the "how to" of collective bargaining negotiations. This presentation will include a review of current Agreements in preparation for design of bargaining proposals, to selection of the appropriate team members to sit at the table, to costing out union proposals. It will also include methods on how to reach a successor collective bargaining agreement and discuss impasse procedures when the parties are unable to reach an agreement.

Speakers: Elayne Gold, Partner, Roemer Wallens Gold & Mineaux LLP

10:00 AM - 11:00 AM **What Arbitrators Look for in Disciplinary Cases**

This presentation will discuss what seasoned arbitrators look for, and what they consider relevant and persuasive, when presenting a disciplinary matter.

Speakers: Arbitrators Robert Reden and Arbitrator Thomas Rinaldo

11:15 AM - 11:30 AM **Closing Remarks**

Speaker: Mary Scarpine



Resolution No. 2025 - ____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD AUTHORIZING TWO EMPLOYEES TO ATTEND THE ANNUAL PUBLIC SECTOR HUMAN RESOURCES ASSOCATION CONFERENCE IN CLEVELAND, OH SEPTEMBER 29 – OCTOBER 1, 2025

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of May 2025 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	Deputy Town Supervisor
McConville Considine Cooman & Morin PC	Attorney for the Town

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

WHEREAS, PSHRA will hold its annual conference in Cleveland, OH on September 29 – October 1, 2025; and

WHEREAS, it is in the best interest of the Town of Irondequoit to provide for adequate educational opportunities for employees to maintain high standards and keep abreast of current methods and laws; and

WHEREAS, funds for this conference have been budgeted in the 2025 Human Resources budget.

NOW, THEREFORE BE IT RESOLVED, that Jason Vinette and Gloria Hunter are hereby authorized to attend the PSHRA Conference in Cleveland, OH on September 29 – October 1, 2025, for a cost not to exceed $3,380.13.

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

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

Resolution No. 2025- _____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A MONETARY GIFT FROM IRONDEQUOIT BAY FISH & GAME CLUB TO THE IRONDEQUOIT POLICE DEPARTMENT K9 UNIT

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 20th day of May, 2025, 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	Deputy Town Supervisor

McConville Considine Cooman & Morin PC Attorney for the Town

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

WHEREAS, Irondequoit Bay Fish & Game Club would like to make a monetary gift to the Irondequoit Police Department K9 Unit; and

WHEREAS, this monetary gift consists of one- hundred dollars ($100.00); and

WHEREAS, these funds will be deposited into account A2903120-549200-3120; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board accepts this gift from Irondequoit Bay Fish & Game Club and authorizes the Supervisor to receive this $100.00 to be used towards the Irondequoit Police Department K9 Unit.

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

This resolution shall take effect immediately upon its adoption.

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

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

Resolution No. 2025 _____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION DECLARING SALVAGE OF POLICE MOTORCYLCE

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 20th day of May, 2025, 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	Deputy Town Supervisor

McConville Considine Cooman & Morin PC Attorney for the Town

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

WHEREAS, the Irondequoit Police Department ("IPD") uses certain equipment to perform services for the Town, and from time to time such equipment needs to be salvaged; and

WHEREAS, the equipment listed on **Attachment A** hereto is no longer useable due to being in an accident and is not repairable and will be salvaged; and

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby declares said vehicle (vin number set forth in Attachment A, which is attached hereto and made a part hereof) as salvage and authorizes the Town Supervisor to execute and deliver such documentation as necessary to salvage said equipment.

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_____
Deputy Town Supervisor	Wehner	voting_____
Town Board Member	Malone	voting_____
Town Board Member	Cunningham	voting_____
Town Supervisor	Evans	voting_____

ATTACHMENT A

Police Vehicle:

1999 Harley- Davidson Motorcycle VIN# 1HD1FMW14XY632195

Resolution No. 2025-_____

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

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of May 2025, 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
McConville Considine Cooman & Morin PC	Attorney for the Town

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

WHEREAS, the Department of Public Works creates material from time to time from work performed within the Town, and from time to time such material needs to be disposed as it is no longer used, and storage space for such material is limited; and

WHEREAS, some materials can be useful to companies for their work; and

WHEREAS, the Town intends to auction the material listed in **Attachment A** at various times throughout the 2025 construction season.

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

This resolution shall take effect immediately upon its adoption.

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

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

Attachment A

DPW Miscellaneous Surplus

Year	Description
Highway:	
	Piles of large quantity of asphalt millings
	Piles of pea stone gravel (swept up after oil & stoning roadways)

Resolution No. 2025-_____

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 20th day of May, 2025, at 7:00 PM 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
McConville Considine Cooman & Morin,PC	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 the next online auction to occur in 2025.

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

Year	Fleet #	Description
2006		Mobile Bleacher System: Speedy Bleacher Model SPBL4510 Aluminum material 10 rows; 45 feet length 12,390 pounds

Resolution No. 2025-_____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING POLLING AGREEMENT WITH MONROE COUNTY BOARD OF ELECTIONS FOR EARLY VOTING

At the regular 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 20th day of May 2025, at 7:00 PM 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	Deputy Town Supervisor
McConville Considine Cooman & Morin PC	Attorney for the Town

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

WHEREAS, the Monroe County Board of Elections has asked to use the Irondequoit Community Center ("ICC") as a polling place for early voting from June 14, 2025 -June 22, 2025; October 25, 2025 – November 2, 2025, respectively; and

WHEREAS, the Town Board wishes to authorize entry into Early Voting Polling Place Agreements with the Monroe County Board of Elections to use the ICC as a polling place for the early voting June 14,2025 – June 22, 2025; October 25, 2025 – November 2, 2025; and

WHEREAS, the Town's lease for the ICC ("Lease") requires the consent of the Landlord, Skyview Phase I LLC ("Landlord"), to certain uses of the ICC, including subleases thereof, and the Early Voting Polling Place Agreement could be read as a granting of lease right for the days of early voting; and

WHEREAS, Section 119-o of the General Municipal Law authorizes municipal corporations, defined to include counties and towns, to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis.

NOW, THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the 2025 Early Voting Polling Place Agreement with the Monroe County Board of Elections in substantially such forms as annexed hereto and in such final form as approved by the Attorney for the Town, provided that the Landlord first consent to such use pursuant to the Lease.

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

POLL SITE AGREEMENT (Early Voting)

Lessor: Irondequoit Community Center

Address: 450 Skyview Centre Parkway Suite 200

Rochester, NY 14622_____

Lessee: Monroe County Board of Elections

39 West Main St.

Rochester, NY 14614

Address of Premises: 450 Skyview Centre Parkway Suite 200 Rochester, NY 14622_____

Reserved Room: _____

Term: June 14, 2025 – June 22, 2025 ; Oct 25, 2025 – Nov 2, 2025
Sundays, Mondays, Wednesdays, Fridays, Saturdays (Voting Hours are 9:00am-6:00pm)
Tuesdays, Thursdays (Voting Hours are 11:00am-8:00pm)

TERMS:

1. Lessee will pay to Lessor the sum of _____0_____ on or before ____December 31, 2025____ as rent for the Term. Lessor will provide a W-9 to Lessee to facilitate payment.
2. Lessee may use the Premises as a Poll Site consistent with New York State and federal law and for no other purpose. Lessee may permit poll workers, voters, poll watchers and media ("Invitees") access to the Premises for lawful election-related purposes.
3. Lessee will hold Lessor harmless and will defend and indemnify it from third-party claims arising against Lessor out of this Agreement. Lessor will hold Lessee harmless and will defend and indemnify it from third-party claims arising against Lessee out of this Agreement.
4. During the Term, Lessee shall have exclusive access and control of only the Reserved Room and no other part of the Premises. Lessee and Invitees shall have shared access to common areas of the Premises only as strictly necessary to reach the Reserved Room, and shall have shared access to sidewalks, parking lots and other portions of the exterior of the Premises only as necessary for access to the Premises and to reach the Reserved Room.
5. Lessor will (*select one*):
   a. ___ meet Lessee's poll workers at the Premises at 5 a.m. on the date of the Term to unlock the Reserved Room and deliver possession.
   b. ___ deliver keys and/or passcodes sufficient to access the Premises and/or Reserved Room to Lessee before 5 p.m. on the Friday immediately preceding the Term.
6. Lessor will permit Lessee access to the Premises and Reserved Room for inspection no later than June 1, 2025 (for Primary) and October 13, 2025 (for General). If Lessee determines that the conditions at the Premises are not suitable for use as a poll site, Lessee may withdraw from this Agreement without penalty.
7. Lessor will permit Lessee's agents to access the Premises and Reserved Room for the purpose of delivering equipment and supplies no later than June 18, 2025 (for Primary) and October 28, 2025 (for

General). Lessor will use reasonable efforts to prevent damage to, interference with or theft of Lessee's equipment and supplies at the Premises between the date of delivery and the beginning of the Term.

8. Lessor will maintain the Reserved Room at a comfortable room temperature; will assure that the Premises and Reserved Room, entrances thereto, exterior walkways and parking areas are safely lighted and will permit Lessee and its Invitees adequate access to restrooms during the Term.

9. Lessor will immediately inform Lessee if Lessor learns of any condition or change of circumstances that may interfere with Lessor's use of the Reserved Room during the term or with Lessee's delivery of supplies and equipment. In the event the Reserved Room is unavailable, Lessor will use best efforts to provide Lessee access to a suitable alternate room at the Premises.

10. Lessor represents that the Premises and Reserved Room are, to the best of its knowledge, ADA-compliant. Lessor will permit Lessee to make temporary, non-destructive modifications to the Premises to assure safe access to the Premises for disabled voters, and will permit Lessee to reserve ADA-accessible parking spaces at the Premises for the use of voters.

11. Lessor acknowledges that Lessee's intended use of the Premises and Reserved Room are of vital public importance and that irreparable harm may come to voters as a result of any impairment of Lessee's rights under this Agreement. Accordingly, Lessor will designate and authorize a staff person ("Designee") to address issues arising out of Lessee's rights under this Agreement. Lessee will assure that Designee is available by phone on an emergency basis at ALL TIMES during the Term and will instruct Designee to immediately assist Lessee in the event that Lessee's use of the Premises is impaired in any way.

    ___ Lessor designates the following person pursuant to this paragraph:

    Name: _____ Title: _____

    Telephone Number: _____ Email: _____

    ___ Lessor will provide Designee's name, email address and telephone number to Lessee before 5 p.m. on the Friday immediately preceding the Term.

Date:_____	Date: _____
_____	_____
(*print name*)	(*print name*)
Lessor	*Lessee*
_____	39 West Main Street
_____	Rochester, NY 14614
Ph.: _____	Ph.: 585 753 1550
Em.: _____	Em.: NatalieSheppard@monroecounty.gov & MattAnthony@monroecounty.gov

Resolution No. 2025-_____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING AWARDED FROM ROTARY DISTRICT 7120 & IRONDEQUOIT ROTARY

At the regular 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 20th day of May 2025, at 7:00 PM 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	Deputy Town Supervisor
McConville Considine Cooman & Morin PC	Attorney for the Town

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

WHEREAS, the Town Recreation Department would like to expand its ability to provide fun and educational programs for town residents that are inclusive, expand knowledge, and encourage development of physical and social skills, teamwork, and sportsmanship ; and

WHEREAS, Rotary District 7120 has awarded the Recreation Department $2000 in district grant funds and the Irondequoit Rotary Club has also awarded $2000 in funding in the total amount of $4,000.00. The grant award application is attached hereto as **Attachment A**; and

WHEREAS, the Recreation Department will use the funds to provide a Sensory Tent from Autism Up at the Town's July 4th celebration, provide educational programs for Summer Camp participants, purchase equipment for volleyball and other net sports for the Community Center, and equipment for T-Ball program; and

WHEREAS, per the terms of the grant, invoices and receipts will be submitted to the Rotary Club of Irondequoit for payment.

NOW THEREFORE BE IT RESOLVED, that the Town Board accepts the Rotary District 7120 grant and additional funding from Irondequoit Rotary.

AND BE IT FURTHER RESOLVED, that the Town Board authorizes the Director of Recreation to enter into all agreements necessary to accept the grant award.
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	_____
Deputy Town Supervisor	Wehner	voting	_____
Town Board Member	Malone	voting	_____
Town Board Member	Cunningham	voting	_____
Town Supervisor	Evans	voting	_____

District 7120 Grant Application
2025-2026

District Grant#: _____

1. **This is a writable PDF file. Please complete this form on your computer and submit it no later than April 1, 2025.**

2. **Email this completed application and supporting documentation to Pat Stack at pkroc@outlook.com.**

3. **Rotary Club:** Rotary Club of Irondequoit

4. **Project Title:** Irondequoit Recreation Department Initiatives for 2025

5. What is the purpose of the project?

The purpose of this project is to support the Town of Irondequoit Recreation Department and expand its ability to provide fun and educational programs for town residents (particularly children) that are inclusive, expand knowledge, encourage development of physical and social skills, teamwork and sportsmanship while improving the participant's health and well-being.

6. Provide a brief description of the project:

This project will provide funding for four initiatives on the Town of Irondequoit Recreation Department wish list. The first is to provide a "sensory tent" staffed and equipped by Autism Up at the Town's 4th of July celebration for individuals who often find loud and crowded venues overstimulating and need a place to go for some quiet time and soothing activities. The second initiative is to purchase equipment needed for a new T-ball Program that the Irondequoit

7. How will it meet the needs of the community?

The Irondequoit Recreation Department provides programming for adults and children at the Irondequoit Rec Center, town parks and its extensive summer day camps at Eastman Park. There is always a demand for new programs and more capacity, as well as an ongoing committment to being as inclusive as possible. Two of the initiatives in this project are for new programs (the

8. How does this project meet the Mission of The Rotary Foundation?

The Rotary Foundation helps Rotarians to advance world understanding, goodwill, and peace by improving health, providing quality education, improving the environment, and alleviating poverty

This project meets the mission of the Rotary foundation by enhancing the Town of Irondequoit's Recreation Dept ability expand children's appreciation for the animals in the world around them, and to help build good relationships among its residents through fun educational programs, summer day camps, team sports and group activites for people all ages and abilities. Many of the activities and programs also result in improved health and well-being of the participants

9. Purchase of Equipment (if applicable):

Who will own equipment, maintain, operate, and secure items purchased with grant funds? Equipment cannot be owned by a Rotary Club or Rotarian.

All the sporting equipment will be purchased, owned, operated and maintained by the Irondequoit Recreation Department. Autism Up owns, provides and staffs the tent, supplies and accessories in the Sensory Tent which the Irondequoit Recreation Department will rent for the Town's two day 4th of July celebration. The Rotary Club of Irondequoit will not purchase or own anything.

Proposed Finance

Sources of Income	Amount
1. District Grant Funds requested	$ 2,000.00
2. Club Funds	$ 2,000.00
3. Cooperating Organization(s)	$ 0.00
4. Other	$ 0.00
Total:	$ 4,000.00

Cooperating Organizations (if applicable):

Organization Name	Contact Person	Phone Number	Email address
Irondequoit Recreation Department	Shannon Greive, Recreation Director,	585.336.7267	sgrieve@irondequoit.gov

District Fund Payment Mailing Information:

Pay to the Order of:	Rotary Club of Irondequoit
Street / PO Box:	PO Box 17901
City/Town, NY Zip Code:	Rochester, NY 14617

Authorization

By signing below, I agree to the following:

- All information contained in this application is true and accurate, to the best of my knowledge.
- The club has agreed to undertake this project as an activity of the club.
- This project will follow all qualifications specified in the Memorandum of Understanding and the Addendum to the District 7120 Club MOU signed by club leadership.
- Although both signatures below are ultimately responsible for completing progress and final reports, the primary GMS Attendee takes overall responsibility for submitting reports to the District Grant Committee.

GMS Attendee - Primary	
Name	
Signature	
Date	
Email	
Phone	

GMS Attendee #2	
Name	
Signature	
Date	
Email	
Phone	

---------- For District Grant Subcommittee Only----------

District Approval

The District 7120 Rotary Foundation Committee has approved the above-described application for use of District Grant Funds in the amount of _____.

District Grant Chairperson	
Name	
Date	
Signature	

Project Category: Community Development

Project Type: Sports / Recreation / Playgrounds

Primary Beneficiary: Children / Youth

Checklist for Submission:

- District Grants may be used for local projects and small international projects.
- A Club may apply for one project per Rotary year. The District Fund request may not exceed $4,000. Monetary and non-monetary contributions to the project by Rotarians and partnering agencies will be considered by the committee, as well as per capita and total club contributions to the Rotary Foundation Annual Fund.
- The Club has contributed on a per capita basis $35 or more to the Annual Program Fund of The Rotary Foundation (TRF) during the Rotary year 2023-2024.
- Clubs are required to make a financial contribution towards the cost of their project.
- Club members are highly encouraged to volunteer their time towards this project.
- The club president-elect and club foundation chair or their designee must attend a District 7120 Grant Management Seminar (GMS) or the Rotary Learning Center on-line GMS in Rotary Year 2024-2025. If a club has 20 members or less as of January 1, 2025, it may satisfy the attendance requirement by designating a Foundation Area Director (Assistant Governor) who has attended the District 7120 GMS or the Rotary Learning Center on-line GMS in Rotary Year 2024-2025 as GMS Attendee #2.
- This application and all Supporting Documentation must be emailed on or before April 1, 2025 to Patrick Stack at pkroc@outlook.com. It is no longer required to physically mail this form and Supporting Documentation.
- You are responsible for maintaining all original documentation for a minimum of 5 years.

Supporting Documentation:

- A Club Memorandum of Understanding (MOU) is signed and included with this application.
- An Addendum to the District 7120 Club MOU is signed and included with this application.
- Attach a letter(s) of support/participation/acceptance from each cooperating organization that specifically states the organization's responsibilities and how organization(s) will cooperate/ work with Rotarians on this project. Also, have cooperating organizations state in their letter of support/participation that they will take ownership of the equipment, maintain it, operate it, and secure the items purchased.
- If a club member takes a GMS course on the Rotary Learning Center, include a copy of your certificate of completion.
- Attach an itemized budget with documentation for the entire project.

Please Note:

- In the event that your club receives partial funding from the District, it is assumed your club will still go forward and complete the project.
- Any revisions to this application must be communicated to Pat Stack for review and approval by the District Grant subcommittee.
- No money will be provided by the district until after the project has been completed and your final report is submitted and approved.
- You cannot spend any money until July 1, 2025, or when the project is approved, whichever is later.
- Your club's Final Report should be submitted within 30 days of project completion but no later than May 15, 2026.
- You have the option of signing this form electronically. If you are unable or unwilling to sign it electronically, print the form, manually sign it, and scan it back onto your computer.
- The free official Adobe Reader software can be found at: https://www.adobe.com/acrobat/pdf-reader.html.

Resolution No. 2025-_____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO VARIOUS CONTRACTS WITH INDEPENDENT CONTRACTORS FROM LOCAL B-90 FOR STAFFING PARKING PERSONNEL, TICKET TAKERS, AND TICKET SELLERS FOR VARIOUS TOWN SPECIAL EVENTS

At the regular 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 20th day of May 2025, at 7:00 PM 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	Deputy Town Supervisor

McConville Considine Cooman & Morin PC — Attorney for the Town

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

WHEREAS, it is necessary to hire consultation services for staffing of parking personnel, security, day/overnight supervisors, ticket takers, and ticket sellers for various Town Special Events (the "Services"); and

WHEREAS, the Town of Irondequoit desires to contract with independent contractors from Local B-90 Ushers & Ticket Takers for the Services, as described in more detail in **Attachment A**,, which is attached hereto and made a part hereof; and

WHEREAS, funds have been appropriated for this purpose in the following account: A2717550-541200; and

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes contracts with independent contractors from Local B-90 Ushers & Ticket Takers for the Services, and authorizes the Supervisor to execute any and all necessary documents 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 the Town Board Member _____and duly put to vote, which resulted as follows:

Town Board Member	Perticone	voting	_____
Deputy Town Supervisor	Wehner	voting	_____

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

ATTACHMENT A
2025 Local B-90 Staff

IRONDEQUOIT JULY 4TH			
POSITION	**DATE**	**RATE**	**NAME**
Supervisor	July 3 & 4	$24.00	Sam Falzone
Overnight Security	July 2 & 3	$19.00	Anthony Pucillo
Overnight Security	July 2 & 3	$19.00	Nick Capone
Ticket Taker/Wristbander	July 3 & 4	$18.00	James McCauley Jr.
Ticket Taker/Wristbander	July 3 & 4	$18.00	Dan Curcio
Ticket Taker/Wristbander	July 3 & 4	$18.00	Rich Francis
Ticket Taker/Wristbander	July 3 & 4	$18.00	Harry Melvin
Ticket Taker/Wristbander	July 3 & 4	$18.00	Carl Cleveland
Ticket Taker/Wristbander	July 3 & 4	$18.00	Cathy Cortese
Ticket Taker/Wristbander	July 3 & 4	$18.00	Tom Gottschalk
Ticket Taker/Wristbander	July 3 & 4	$18.00	Paul Sidoti
Ticket Taker/Wristbander	July 3 & 4	$18.00	Amanda D'Ercole
Ticket Taker/Wristbander	July 3 & 4	$18.00	Tom Mihalitsas
Ticket Taker/Wristbander	July 3 & 4	$18.00	Sheila Mihalitsas
Ticket Taker/Wristbander	July 3 & 4	$18.00	Tony Danno
Ticket Taker/Wristbander	July 3 & 4	$18.00	Harry Sylar
Ticket Taker/Wristbander	July 3 & 4	$18.00	Julia Sylar
HOOCHENANNY FESTIVAL			
Supervisor	August 8 - 10	$25.00	James McCauley Jr.
Parker	August 8 - 10	$20.00	Alan Pellegrino
Parker	August 8 - 10	$20.00	Dan Curcio
Parker	August 8 - 10	$20.00	Diane Curcio
Parker	August 8 - 10	$20.00	Rich Francis
Parker	August 8 - 10	$20.00	Carl Cleveland
Parker	August 8 - 10	$20.00	Tom Gottschalk
Parker	August 8 - 10	$20.00	Jim Grammatico
Parker	August 8 - 10	$20.00	Tom Mihalitsas
Parker	August 8 - 10	$20.00	Sheila Mihalitsas
Parker	August 8 - 10	$20.00	Greg Gula
Parker	August 8 - 10	$20.00	Paul Sidoti
Parker	August 8 - 10	$20.00	Amanda D'Ercole
Parker	August 8 - 10	$20.00	Harry Sylar
Parker	August 8 - 10	$20.00	Julia Sylar

Resolution No. 2025-_____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO VARIOUS CONTRACTS WITH VENDORS FOR THE TOWN'S 2025 & 2026 FOURTH OF JULY CELEBRATIONS

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 20th day of May 2025, at 7:00PM local time; there were:

PRESENT:	
Andraé Evans	Town Supervisor
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Deputy Town Supervisor
McConville Considine Cooman & Morin PC	Attorney for the Town

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

WHEREAS, Town Board Resolution No. 2024-268, authorized the Supervisor to enter into agreements for 2025 Special Events with final approval and/or ratification by the Town Board; and

WHEREAS, pursuant to that Resolution the Town of Irondequoit's 2025 4th of July Celebration will occur on Thursday, July 3rd and Friday, July 4th, 2025, and the 2026 4th of July Celebration will occur on Friday, July 3rd and Saturday, July 4th, 2026; and

WHEREAS, it is necessary for the Town of Irondequoit to contract with vendors providing services, such as food, games, and entertainment pursuant to Addendum "A," which is attached hereto and made a part hereof; and

WHEREAS, these vendors are paid for with funds from the Special Events budget.

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the agreements listed in Addendum "A," for the Town of Irondequoit's 2025 & 2026 Fourth of July Celebrations.

AND BE IT FURTHER RESOLVED, that the Town Board grants authority to the Town Supervisor to execute any and all documents related to these agreements in a format approved by the Attorney for the Town.

This resolution shall take effect immediately upon its adoption.

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

Town Board Member	Perticone	voting	_____
Deputy Town Supervisor	Wehner	voting	_____
Town Board Member	Malone	voting	_____

Town Board Member	Cunningham	voting	_____
Town Supervisor	Evans	voting	_____

ADDENDUM "A"
4TH of JULY CELEBRATION VENDORS – 2025 &2026
May 20, 2025

VENDOR/ENTERTAINER	SERVICE PROVIDED	VENDOR COMPENSATION
Uptown Groove	Entertainer	$2,500
First Student	Shuttle Bus	$2,760
Adventures In Climbing	West Lawn Family Activities	$2,980
Young Explosives	Fireworks (2025 & 2026)	$15,000 each year
McCarthy Tents & Events	Tent Rental	$12,775.50
United Rentals	Restrooms	$4,350

YOUNG EXPLOSIVES CORPORATION

Fireworks Exhibition Agreement

This agreement made this 21st day of March , 20 25 by and between Young Explosives Corporation of Rochester, NY, hereafter designated **Young**, and

Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617

hereafter designated the **customer**, providing for the sale of and an exhibition of fireworks to be located at

Behind Town Hall - 1280 Titus Avenue, Rochester, NY 14617

on the date of Friday, July 4 , 20 25 in a location to be designated by the customer and approved by Young.

Young and customer are collectively referred to as the "Parties".

The Parties hereto mutually agree, one with the other, as follows:

1. Exhibition of Fireworks Display

Young agrees to furnish an exhibition of fireworks substantially in accordance with the program set forth and agreed upon at the time of the signing of this Agreement, attached hereto and incorporated herein by reference thereto (the "Fireworks Display"). The Fireworks Display shall be of first quality and properly made. Young shall supply a sufficient number of technicians to execute the Fireworks Display in a safe and artistic manner. Young guarantees that the Fireworks Display will be performed pursuant to industry standards and in accordance with specifications outlined in this Agreement and in any approved addendums signed by Young and the customer. Young reserves the right to substitute products of equal or greater value if necessary to fulfill this Agreement.

2. Spectator Control

The customer agrees to furnish at its own expense sufficient area for the display, including a minimum area spectator set back at all points from the discharge area, which is satisfactory to Young. The customer further agrees at its own expense to set up rope lines or similar dividers between the public and the display area and agrees to furnish ample police protection to prevent spectators from entering the display area to protect Young's property and for the assembly, firing and dismantling of the exhibition without interference from the public. The customer shall defend, indemnify and hold Young harmless for any liability because of the customer's negligent breach of this Section 2.

3. Permits

The customer agrees to procure and pay for all necessary permits and licenses which may be required by the municipal authorities. Young will apply for and obtain necessary permits and licenses on behalf of the Customer if noted in Section 11 of this Agreement or if requested in writing by the customer. In that event, customer will pay in advance to Young the amount needed to pay for the permits and licenses. Permit and licensing fees are non-refundable unless refunded by the licensing authority. Customer assumes the responsibility for seeking a refund when applicable.

4. Insurance

a) Young agrees to procure liability insurance for $ 2,000,000.00 coverage and zero deductibility on behalf of the customer. The insurance cost is included in the payable sum shown on this agreement.

b) Young will provide Workers' Compensation and Disability for the fireworks technicians.

5. Postponement or Cancellation

a) In the event that weather is such that Young, in its sole and absolute discretion, determines that the Fireworks Display would be impossible, impractical or would unnecessarily increase the risk of damage or danger to person and/or property, the Parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or date. In the event the customer and Young reach a mutually satisfactory postponement time and/or date which is within 7 days of the original display date, Young agrees that the postponement shall be made with ***no extra charge***. If a satisfactory postponement cannot be reached, then this Agreement shall terminate and the customer will remain responsible for the actual expenses incurred by Young which shall include the cost of insurance and the cost for special work and for nonrefundable fees outlined in this Agreement. Young may retain from any deposit or invoice the customer the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable.

b) If the customer cancels the exhibition, Young reserves the right to bill the customer for travel expenses incurred, labor performed, the cost of the insurance and the cost for special work and for nonrefundable fees outlined in this Agreement.

c) If the customer cancels the exhibition before Young's technicians have been dispatched to the site, there will be ***no charge***. However, customer is responsible for the actual expenses incurred by Young which shall include the cost of insurance and the cost for special work and for nonrefundable fees outlined in this Agreement. Young may retain from any deposit or invoice the customer the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable.

d) In the event that the customer chooses to cancel this Agreement, it shall do so by written notice delivered personally to an authorized representative of Young or sent by regular or certified mail, or by national overnight courier service, or by facsimile

addressed to Young Explosives Corp. P.O. Box 18653, Rochester, NY 14618 or such address as Young may from time to time specify by written notice to the customer. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date (i) actually received, if delivered personally or sent by facsimile; or (ii) one day after it is sent, if sent by overnight courier; or (iii) three days after the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by first class mail, postage and charges prepaid; or (iv) on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by certified mail, postage and charges prepaid.

6. Terms of Payment

a) The customer agrees to pay Young, or his agent, the total sum of fifteen thousand Dollars for the Fireworks Display plus the cost of insurance set, the cost of special work, and the cost of nonrefundable fees outlined in this Agreement to the extent not otherwise paid. Full payment shall be due as follows; check the box that applies:

☑ Night of the Exhibition, or ☐ on _____, 20 25.

b) In the event of customer's failure to pay when due all sums due Young under this Agreement, Young shall be entitled to collect from customer its reasonable cost of collection, including interest and reasonable attorney's fees. In addition, the customer agrees to pay interest at the rate of 1 ½ % per month on any delinquent balance which is not paid until paid in full.

7. Counterpart Execution; Electronic Signatures

This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Facsimile and electronic signatures shall be deemed original signatures for all purposes of this Agreement.

8. Headings

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

9. Entire Agreement

This Agreement for the Fireworks Display constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no other understandings, whether oral or written, regarding the subject matter hereof.

10. Amendments; New York Law

This Agreement cannot be modified or rescinded except by a written instrument signed by the Parties. The laws of the State of New York shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties.

11. Miscellaneous

(a) Customer Contact Name(s) and Information

1. Name: Caitlyn Bailey
Home/Work: (585) 336-6073
Cell: (585) 694-8377
Email: _____

2. Name: _____
Home/Work: _____
Cell: _____
Email: _____

(b) Contact Night of Display

Name: _____
Cell: (585) 694-8377
Time of Display: 9:45 ☐ AM ☑ PM

(c) Send Invoice to:

Name: Caitlyn Bailey
P.O. #: _____
Email: cbailey@irondequoit.gov

(d) Insurance Information

Please list all parties to be listed as additional insured. Young will extend coverage to the entities listed below as additional insured. **Customer is responsible for providing all information needed for full insurance coverage.**

Town of Irondequoit Parks and Recreation

(e) Customer Requests
List special requests, such as ground pieces, shells, finale, quantity or time requirements. List any other special requests such as salutes at certain times (i.e., if the display is a surprise for someone), etc.

All aerial display

Fireworks display is dependent upon wind conditions

Fire Department or YEC can cancel display if wind conditions present a concern for public's safety

(f) Permits

☑ Customer to apply for the Permit(s) and provide Young with a copy 14 days prior to event

☐ Young to apply for the Permit(s) on Customer's behalf:

Customer to pay the amount of _____. Includes permit cost and fees. (Permit costs subject to change by the municipality)

☐ ADD the above permit costs to the display price on the front of contract.

☐ INCLUDE the above permit costs in the display price on the front of the contract.

Total sum $ 15,000.00 . Dollars

The parties sign below:

	President
Young Explosives Corp.	Title
James R. Young	
Customer	Title
(Please Print Name)	

Young Explosives Corp.
Display Fireworks
(800) 747-1781
(585) 394-1783
(585) 396-2663 Fax
P.O. Box 18653
Rochester, NY 14618
www.youngexplosives.com
E-Mail: fireworks@youngexplosives.com

YOUNG EXPLOSIVES CORPORATION

Fireworks Exhibition Agreement

This agreement made this 21st day of March , 20 25 by and between Young Explosives Corporation of Rochester, NY, hereafter designated **Young**, and

Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617

hereafter designated the **customer**, providing for the sale of and an exhibition of fireworks to be located at

Behind Town Hall - 1280 Titus Avenue, Rochester, NY 14617

on the date of Friday, July 4 , 20 25 in a location to be designated by the customer and approved by Young.

Young and customer are collectively referred to as the "Parties".

The Parties hereto mutually agree, one with the other, as follows:

1. Exhibition of Fireworks Display

Young agrees to furnish an exhibition of fireworks substantially in accordance with the program set forth and agreed upon at the time of the signing of this Agreement, attached hereto and incorporated herein by reference thereto (the "Fireworks Display"). The Fireworks Display shall be of first quality and properly made. Young shall supply a sufficient number of technicians to execute the Fireworks Display in a safe and artistic manner. Young guarantees that the Fireworks Display will be performed pursuant to industry standards and in accordance with specifications outlined in this Agreement and in any approved addendums signed by Young and the customer. Young reserves the right to substitute products of equal or greater value if necessary to fulfill this Agreement.

2. Spectator Control

The customer agrees to furnish at its own expense sufficient area for the display, including a minimum area spectator set back at all points from the discharge area, which is satisfactory to Young. The customer further agrees at its own expense to set up rope lines or similar dividers between the public and the display area and agrees to furnish ample police protection to prevent spectators from entering the display area to protect Young's property and for the assembly, firing and dismantling of the exhibition without interference from the public. The customer shall defend, indemnify and hold Young harmless for any liability because of the customer's negligent breach of this Section 2.

3. Permits

The customer agrees to procure and pay for all necessary permits and licenses which may be required by the municipal authorities. Young will apply for and obtain necessary permits and licenses on behalf of the Customer if noted in Section 11 of this Agreement or if requested in writing by the customer. In that event, customer will pay in advance to Young the amount needed to pay for the permits and licenses. Permit and licensing fees are non-refundable unless refunded by the licensing authority. Customer assumes the responsibility for seeking a refund when applicable.

4. Insurance

a) Young agrees to procure liability insurance for $ 2,000,000.00 coverage and zero deductibility on behalf of the customer. The insurance cost is included in the payable sum shown on this agreement.

b) Young will provide Workers' Compensation and Disability for the fireworks technicians.

5. Postponement or Cancellation

a) In the event that weather is such that Young, in its sole and absolute discretion, determines that the Fireworks Display would be impossible, impractical or would unnecessarily increase the risk of damage or danger to person and/or property, the Parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or date. In the event the customer and Young reach a mutually satisfactory postponement time and/or date which is within 7 days of the original display date, Young agrees that the postponement shall be made with ***no extra charge***. If a satisfactory postponement cannot be reached, then this Agreement shall terminate and the customer will remain responsible for the actual expenses incurred by Young which shall include the cost of insurance and the cost for special work and for nonrefundable fees outlined in this Agreement. Young may retain from any deposit or invoice the customer the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable.

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c) If the customer cancels the exhibition before Young's technicians have been dispatched to the site, there will be ***no charge***. However, customer is responsible for the actual expenses incurred by Young which shall include the cost of insurance and the cost for special work and for nonrefundable fees outlined in this Agreement. Young may retain from any deposit or invoice the customer the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable.

d) In the event that the customer chooses to cancel this Agreement, it shall do so by written notice delivered personally to an authorized representative of Young or sent by regular or certified mail, or by national overnight courier service, or by facsimile

addressed to Young Explosives Corp. P.O. Box 18653, Rochester, NY 14618 or such address as Young may from time to time specify by written notice to the customer. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date (i) actually received, if delivered personally or sent by facsimile; or (ii) one day after it is sent, if sent by overnight courier; or (iii) three days after the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by first class mail, postage and charges prepaid; or (iv) on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by certified mail, postage and charges prepaid.

6. Terms of Payment

a) The customer agrees to pay Young, or his agent, the total sum of fifteen thousand Dollars for the Fireworks Display plus the cost of insurance set, the cost of special work, and the cost of nonrefundable fees outlined in this Agreement to the extent not otherwise paid. Full payment shall be due as follows; check the box that applies:

☑ Night of the Exhibition, or ☐ on _____, 20 25.

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1. Name: Caitlyn Bailey
Home/Work: (585) 336-6073
Cell: (585) 694-8377
Email: _____

2. Name: _____
Home/Work: _____
Cell: _____
Email: _____

(b) Contact Night of Display

Name: _____
Cell: (585) 694-8377
Time of Display: 9:45 ☐ AM ☐ PM

(c) Send Invoice to:

Name: Caitlyn Bailey
P.O. #: _____
Email: cbailey@irondequoit.gov

(d) Insurance Information

Please list all parties to be listed as additional insured. Young will extend coverage to the entities listed below as additional insured. **Customer is responsible for providing all information needed for full insurance coverage.**

Town of Irondequoit Parks and Recreation

(e) Customer Requests
List special requests, such as ground pieces, shells, finale, quantity or time requirements. List any other special requests such as salutes at certain times (i.e., if the display is a surprise for someone), etc.

All aerial display

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☑ Customer to apply for the Permit(s) and provide Young with a copy 14 days prior to event

☐ Young to apply for the Permit(s) on Customer's behalf:

Customer to pay the amount of _____. Includes permit cost and fees. (Permit costs subject to change by the municipality)

☐ ADD the above permit costs to the display price on the front of contract.

☐ INCLUDE the above permit costs in the display price on the front of the contract.

Total sum 15000 . Dollars

The parties sign below:

	President
Young Explosives Corp.	Title
James R. Young	
Customer	Title
(Please Print Name)	

Young Explosives Corp.
Display Fireworks
(800) 747-1781
(585) 394-1783
(585) 396-2663 Fax
P.O. Box 18653
Rochester, NY 14618
www.youngexplosives.com
E-Mail: fireworks@youngexplosives.com

AdventuresInClimbing

A Premier Entertainment Company

912 SR 104, Suite 100
Ontario, NY 14519
315-333-5003

Invoice

Client Information		Event Information	
Irondequoit, Town of		Date:	January 27, 2025
1280 Titus Ave		Event Date:	July 4, 2025
Rochester, NY 14617		Event Location:	**1280 Titus Ave**
Contact:	**Caitlyn Bailey**		**Town Hall**
Email:	cbailey@irondequoit.org	Day of Event Cell:	585-694-8377

Event Type	Ground Surface	Client Volunteers	Electric	Est. Arrival	Balance Due
outdoor	grass	0	provided by: client	1pm	July 4, 2025

Equipment or Service provided:

Product	AIC Staff	Event Time	Hours	Amount
4 Station Rock Climbing	2	3pm-8pm	5	$2,000.00
Jacobs Ladder	1	3pm-8pm	5	$980.00
Staff included for all				
Gem mining- Customer pays				Pay per play

SPECIFIC CONDITIONS: customer must provide adequate electric unless generator is listed above.

Sub Total	$2,980.00
Sales Tax	
Total	$2,980.00

Checks should be made payable to: Adventures In Climbing, LLC

McCarthy Tents & Events
80 SOVRAN DR
WEBSTER, NY 14580
catalog.mccarthyevents.com
585-321-1000 Phone
585-486-1050 Fax

Status: Reservation
Contract #: 53057-1

Event Beg: Thu 7/ 3/2025 8:00AM
Event End: Fri 7/ 4/2025 11:00PM
Operator: LIZ BEAGAN
Terms: NET 30

Customer #: 6042

TOWN OF IRONDEQUOIT **Phone 585-336-6070**

1280 TITUS AVE
ROCHESTER, NY 14617

Job Descr: 4TH OF JULY CELEBRATION - TENTS/STAGE
PO #: SO# 53062

Ordered By: CAITLYN BAILEY 585 694-8377

Delivery Tue 7/ 1/2025 8:00AM - 8:00PM
SHANNON GRIEVE 585-576-3096
1280 TITUS AVE
ROCHESTER, NY 14617

Pickup Sat 7/ 5/2025 8:00AM - 8:00PM
SHANNON GRIEVE 585-576-3096
1280 TITUS AVE
ROCHESTER, NY 14617

DIG SAFE - TENT LOCATION?: 60'X130' TO PARKING LOT BEHIND LIBRARY, 20'X20' IN GRASS (SEE ATTACHED TENT SITEMAP)
*MCCARTHY'S TO PLUG ASPHALT HOLES AFTER TAKEDOWN

WHAT ARE THE STAGE DIMENSIONS?: 24'X24'X2'H
20'X20' TENT GOING ON TOP OF STAGE.

Qty	Items Rented	Each	Price
1	60'X130'X8' POLE TENT	$8,580.00	$8,580.00
1	20'X20' HIGH PEAK TRACK FRAME WHAT SURFACE IS THE TENT GOING ON?: GOING ON TOP OF STAGE - STAKED INTO GRASS	$495.00	$495.00
3	8'X20' WINDOW SIDEWALL 1-60' SIDE FOR 60X130	$75.00	$225.00
1	8'X20' SOLID SIDEWALL, JT 20' SIDEWALL FOR 20'X20'	$80.00	$80.00
2	FIRE EXTINGUISHER	$50.00	$100.00
2	FIRE EXTINGUISHER, STAND	$10.00	$20.00
2	EXIT SIGN, LIT	$60.00	$120.00
2	EXTENSION CORD, FOR EXIT SIGN	$15.00	$30.00
1	24'X24'X2' STAGE, STAGING CONCEPTS NO STAGE SKIRT NEEDED	$1,728.00	$1,728.00
1	2' STEP WITH HANDRAILS	$75.00	$75.00
1	DELIVERY, 14617 SET DELIVERY FEE	$300.00	$300.00
150	ASPHALT HOLE PLUG	$3.00	$450.00

THIS IS A RESERVATION + CONTRACT

Rental Contract

*This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. READ THEM CAREFULLY!
*If equipment does not function properly or is deemed unsatisfactory in some way, notify MT&E within 5 hours of event to allow time to rectify the situation or no refund or accommodation will be made.
*All China/Glassware must be rinsed free of any content or a cleaning fee will be assessed
*Linens are inspected by MT&E upon delivery and return. If obvious damage has occurred, a replacement fee will be charged.
*Customer is responsible for accurately describing delivery location and conditions. Failure to do so can result in EXTRA CHARGES.
*LESSEE AGREES TO PAY A 50% CANCELLATION FEE ON TENT AND TENT RELATED ITEMS IN THE EVENT THAT A TENT IS REMOVED FROM AN ORDER within 14 days prior to the delivery date.
*FINAL COUNTS are due 14 days prior to the delivery date. NO CHANGES ALLOWED TO NON TENT RELATED ITEMS after that time!
*ALL DEPOSITS ARE NON REFUNDABLE but transferrable within ONE (1) year!
*By signing below or signing electronically using our e-sign, you certify that you have read and agree to all terms of this contract as well as the SAFETY RULES AND EVACUATION PLAN guidelines.

Signature:

TOWN OF IRONDEQUOIT

Rental:	**$11,453.00**
Sales:	**$450.00**
Delivery Charge:	**$300.00**
Subtotal:	**$12,203.00**
Total:	**$12,203.00**
Paid:	**$0.00**
Amount Due:	**$12,203.00**

Modification #4

80 SOVRAN DR
WEBSTER, NY 14580
catalog.mccarthyevents.com
585-321-1000 Phone
585-486-1050 Fax

Status: Reservation
Contract #: 53062-1

Event Beg: Thu 7/ 3/2025 8:00AM
Event End: Fri 7/ 4/2025 11:00PM
Operator: LIZ BEAGAN
Terms: NET 30

Customer #: 6042

TOWN OF IRONDEQUOIT **Phone 585-336-6070**

1280 TITUS AVE
ROCHESTER, NY 14617

Job Descr: 4TH OF JULY CELEBRATION - FURNITURE
PO #: SO# 53057

Ordered By: CAITLYN BAILEY 585 694-8377

Delivery Tue 7/ 1/2025 8:00AM - 4:30PM
SHANNON GRIEVE 585-576-3096
1280 TITUS AVE
ROCHESTER, NY 14617

Pickup Sat 7/ 5/2025 8:00AM - 4:30PM
SHANNON GRIEVE 585-576-3096
1280 TITUS AVE
ROCHESTER, NY 14617

Qty	Items Rented	Each	Price
30	COCKTAIL TABLE, WHITE, 32"X42" HIGH RND SETUP/TAKEDOWN IS OPTIONAL FOR AN ADDITIONAL FEE.	$14.75	$442.50
10	TRASH RECEPTACLE, CARDBOARD (DISPOSABLE) GARBAGE BAG IS NOT INCLUDED - MCCARTHY TENTS & EVENT IS NOT RESPONSIBLE FOR THE DISPOSAL/REMOVAL OF GARBAGE	$13.00	$130.00
1	DELIVERY, 14617 SET DELIVERY FEE ON SO# 53057	$0.00	$0.00

THIS IS A RESERVATION + CONTRACT

Rental Contract

*This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. READ THEM CAREFULLY!
*If equipment does not function properly or is deemed unsatisfactory in some way, notify MT&E within 5 hours of event to allow time to rectify the situation or no refund or accommodation will be made.
*All China/Glassware must be rinsed free of any content or a cleaning fee will be assessed
*Linens are inspected by MT&E upon delivery and return. If obvious damage has occurred, a replacement fee will be charged.
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*ALL DEPOSITS ARE NON REFUNDABLE but transferrable within ONE (1) year!
*By signing below or signing electronically using our e-sign, you certify that you have read and agree to all terms of this contract as well as the SAFETY RULES AND EVACUATION PLAN guidelines.

Signature:

TOWN OF IRONDEQUOIT

Rental:	**$442.50**
Sales:	**$130.00**
Subtotal:	**$572.50**
Total:	**$572.50**
Paid:	**$0.00**
Amount Due:	**$572.50**

Modification #2

TERMS AND CONDITIONS OF RENTAL CONTRACT - MCCARTHY TENTS & EVENTS AND NOLAN'S RENTAL

For good and valuable consideration, you and McCarthy Tents & Events, LLC, a New York limited liability company, d/b/a "McCarthy Tents & Events" and d/b/a "Nolan's Rental" (also referred to in this Contract as "MT&E," "Lessor," "we," "us" and "our") agree as follows:

1. **Definitions**: As used herein, "P.1" means your Reservation, Contract, Order or other similar writing included herewith, identifying the item(s) being rented to you hereunder; "Contract" means P.1 together with these Terms and Conditions; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any "Instructions" provided per Section [or "§"] 4 of this Contract); "Site" means the location where the Item(s) is/are to be delivered and/or used (if applicable), as set forth on P.1; and "Customer," "Lessee," "you" and "your" mean the customer, renter or lessee identified on P.1.
2. **Transaction:** You agree to rent the Rented Item(s) from MT&E for the period(s) specified on Page 1 (the "Term"), and to pay our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by MT&E. Unless otherwise specifically agreed by MT&E, all rental rates are for normal use of the Rented Item(s) on a single-event basis during the Term. The Rent will be increased for overtime, overuse, misuse, and abuse. No allowance will be made for time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay MT&E: (i) the Estimated Rent, together with any deposit specified on Page 1 (or if none, 50% of the Estimated Rent) prior to commencement of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) MT&E may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability hereunder; and (iv) all Prepayments are NON-REFUNDABLE except as otherwise agreed to by McCarthy. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned, and will become the property of MT&E.
3. **Site:** You will ensure the Site is clean, safe, flat, dry, secure, and fit for delivery and use of the Rented Item(s). If we agree to provide any services (including delivery, setup, installation and/or retrieval) of any Item(s), you agree to: (a) pay our regular charge(s) for the same, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site at all times. We will not be liable for mishaps or delay(s) caused by you, your agents or employees or any other parties, including providers of other goods or services ("Other Providers") for which you agree to indemnify, defend, and hold harmless MT&E. If you are not present upon our delivery, installation, or retrieval of any Item(s), you agree to accept the statements of our agents regarding the same (including the status, condition, quality and quantities of the Item(s) and the Site).
4. **Instructions:** Upon your execution of this Contract (and upon any later delivery to or receipt by you or your agent(s) of the Rented Items, unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each of such Item(s): (i) has been carefully selected, examined, counted and tested by you; (ii) is complete and in good repair and operating condition, free of defects, and otherwise in all ways acceptable to you; and (iii) is appropriate for your purposes, not based on any recommendation by MT&E; and: (b) you: (i) have received, read and understand all training, instructions, warnings, user manuals, maintenance requirements, and other information, if any (including without limitation, any and all applicable Fire and Building Codes, EPA, OSHA, ANSI, ASME, IEEE, IBC, IFC, NFPA, SAIA and other standards) pertaining to the Rented Item(s) (collectively, "Instructions"); (ii) will fully and timely comply with the same; (iii) will timely obtain all applicable licenses, authorizations, permits and approvals as well as the consent(s) of the owner(s) of the Site, advise the appropriate Utilities Protection Service, and clearly and properly mark all underground lines and cables (call 811 and go to www.call811.com at least 3 full business days in advance; (iv) will not permit the use or storage of fire sources, open stoves or flammables (excluding chafing dishes) inside of or unreasonably close to any Rented Item; (v) will immediately cease using any Rented Item that breaks down, malfunctions or proves defective (a "Malfunction"); (vi) will ensure that adequate and proper power, heating and lighting are provided to and for the benefit of all Rented Item(s) at all times; (vii) will immediately notify MT&E and the local police in the event of any accident or theft of or involving any Rented Item(s); and (viii) will cause all others to fully comply with this Contract at all times.
5. **Malfunctions:** In the event of a Malfunction as defined in § 4, you agree to immediately notify and return the Malfunctioning Item to, MT&E, and provided such Malfunction did not result from or in connection with any wrongful or negligent act(s) or omission(s) of, or any breach of this Contract by, you or anyone you permit to use, occupy or otherwise deal with any Rented Item(s) (including your guests and invitees), we may, at our option: (a) repair the Malfunctioning Item; (b) provide you with a comparable item; or (c) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. We will have no other obligation(s) regarding Malfunctions, all of which you waive (including without limitation, all direct, indirect, incidental, and consequential damages).
6. **Title:** Except with respect to Items we rent from one or more third parties (each, a "TPO") and then re-rent to you ("Re-Rented Item(s)"), MT&E owns and will retain title to all Rented Items at all times. You will have exclusive control over the Rented Item(s) during the Term; subject however, to your obligation to fully and timely comply with this Contract at all times. You SHALL NOT: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item; (b) have any title or ownership interest in or with respect to any Rented Item(s); or (c) loan, transfer, sublease, repair, store, surrender or assign any Rented Item or this Contract without our prior written consent. We may substitute, sell and/or assign any Rented Item(s) and/or all or any part of our interests therein and/or in this Contract at any time, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of MT&E.
7. **SAFETY WARNINGS:** THE RENTED ITEM(S) CAN BE DANGEROUS, AND MAY MOVE, SHIFT, TIP, SINK, OVERTURN, LEAK, OR COLLAPSE, PARTICULARLY DURING SEVERE WEATHER AND/OR ON STEEP TERRAIN. YOU AGREE TO: (A) EXERCISE, AND TO CAUSE ALL OTHERS TO EXERCISE, EXTREME CARE WHEN DEALING WITH SUCH ITEM(S); (B) PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S); (C) ensure that each Rented Item is used reasonably, safely and only: (i) for its intended purpose(s); (ii) within its rated capacity (IMPORTANT: Chairs typically have a capacity limit of 250 lbs.; DO NOT ALLOW PERSON(S) WHO WEIGH MORE THAN 250 POUNDS TO OCCUPY ANY CHAIR PROVIDED BY US); (iii) at the Site; (iv) BY PROPERLY TRAINED, QUALIFIED, CERTIFIED, FAMILIARIZED AND/OR LICENSED (AS APPLICABLE) ADULTS; and (v) otherwise in full compliance with this Contract and all applicable laws, rules and regulations, at all times.
8. **SAFETY PRECAUTIONS:** You shall not, nor shall you permit anyone else to: (i) use any Rented Item while under the influence of any intoxicant(s) (including without limitation, CANNABIS AND ALCOHOL, WHETHER OR NOT LEGAL); (ii) use open flames other than chafing dishes, in or under any rented tent; and (iii) abuse, misuse, overuse, conceal, place in storage with any third party, repair, modify, damage, or expose rented items to any hazard or potential harm. YOU ALSO AGREE TO: (A) ENSURE THAT ALL CHILDREN IN, ON, OR NEAR ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT LEAST 21 YEARS OF AGE AT ALL TIMES; (B) POST AN OSHA-COMPLIANT EVACUATION PLAN ON OR NEAR EACH TEMPORARY STRUCTURE INCLUDED IN THE RENTED ITEM(S); AND (C) EVACUATE, AND PERMIT MT&E TO DELAY DELIVERY, INSTALLATION AND/OR USE OF, OR DISMANTLE AND/OR RETRIEVE ANY OR ALL RENTED ITEM(S) (without obligating us to do so) IF ANY HAZARD (INCLUDING WITHOUT LIMITATION, SEVERE WEATHER) OCCURS OR THREATENS.
9. **Insurance:** You agree to maintain policy(ies) of insurance we may require, including: (a) public and host liquor liability insurance with minimum limits of $1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Rented Items for the full (new) replacement cost thereof; and (c) workers' compensation insurance. All such policies shall, to the maximum extent possible: (i) name MT&E as an additional insured and loss payee; (ii) waive subrogation against MT&E; (iii) be primary and non-contributory; (iv) include a severability of interests clause and such other provisions as we may require. You irrevocably appoint MT&E as your agent and attorney-in-fact for purposes of submitting, negotiating, and settling claims on all such policies.
10. **Damage Waiver:** If and only if, we have offered, and you have paid for our OPTIONAL LIMITED DAMAGE WAIVER ("LDW") (set forth on P.1, if available) in advance of the Term, you will have no liability to us for 90% of the repair/replacement costs for physical damage to Item(s) covered by LDW ("Covered Item(s)"); provided however, that you will, remain fully liable for: (a) all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged during transportation and/or as a result of: (A) any breach of this Contract by you or your agents, employees, sublessees, transferees, borrowers, invitees, successors and/or assigns; (B) theft or other failure to timely return Covered Item(s) to us; (C) negligence, misuse and/or abuse of Rented Item(s) (including submerging, overturning and overloading); and (b) 10% of all repair and replacement costs across all Covered Item(s).. You may decline LDW if you provide the property/physical damage/inland marine insurance referenced in § 9. LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.
11. **NO WARRANTIES:** ALL OF THE ITEM(S) ARE PROVIDED "AS-IS." NEITHER MT&E NOR ANY TPO, MAKES ANY WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS, CONTAMINATION AND/OR GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(IES) ARISING FROM OR IN CONNECTION WITH ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) REFERENCED HEREIN, NOR DOES MCCARTHY TENTS & EVENTS, LLC OR ANY TPO MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU HEREBY WAIVE. NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY MT&E OR ANY TPO. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS CONTRACT.
12. **INDEMNITY:** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISKS, INCLUDING WITHOUT LIMITATION, RISK(S) OF PERSONAL AND BODILY INJURY, ILLNESS, PRODUCTS LIABILITY, LOSS, PROPERTY DAMAGE AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, AS WELL AS ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DELIVERY, SETUP, INSTALLATION, MALFUNCTION, COLLAPSE, STORAGE, CLEANING, DISINFECTION, SERVICING, MAINTENANCE, REPAIR, AND/OR RETRIEVAL THEREOF, WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, MCCARTHY TENTS & EVENTS, LLC, EACH TPO, and their respective owners, shareholders, members, managers, officers, directors, partners, agents, affiliates, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or in connection with the Rented Item(s), this Contract and/or any breach hereof by you, your agents, employees, contractors, guests, invitees, sublessees, successors and/or assigns; and except only as provided in § 5, (C) WAIVE all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each and every Indemnitee.
13. **Protection and Return:** You agree to protect, properly maintain, and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to us on time at the end of the Term, complete, clean, free of contamination, burns, cuts, stains, discoloration, adhesive, tape, and debris, in good condition, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluids and lubricants. If you fail to do so, then in addition to your other obligations arising under this Contract, you will pay us: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure (including without limitation, all costs of cleaning, repairs, maintenance and/or replacement(s) of/to the Rented Item(s)). Certain Items may be delivered on pallets, or in crates, cartons, or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all Rented Items are properly Packed. YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. IMPROPER PACKING MAY RESULT IN MOLD, MILDEW OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.
14. **General Provisions:** We may, without further notice or liability to you, inspect and/or monitor (in person or electronically, including via GPS and/or telematics) any Item(s) at any time, and all information obtained will be our property. You consent thereto and waive all associated claims and damages. You grant to MT&E a perpetual, royalty free, worldwide, right and license to create, edit, display, and distribute one or more images of your event(s) that include one or more Rented Item(s). If any performance required of us is delayed or impaired as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God," event of force majeure, or any other event, fact or circumstance beyond our reasonable control

(including fire, flood, storm, earthquake, tsunami, war, terrorism, power surge or outage, epidemic, pandemic, and governmental and regulatory actions), we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of: (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. You authorize us to submit all amounts due and coming due hereunder to any debit or credit card(s) you provide. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the Rent we receive from you hereunder for the Item(s) identified on P.1. You will pay all sales, use and other taxes, as well as all tolls, fines, fees, assessments, and other charges related to the Rented Item(s) and/or this Contract. If any legal action is commenced in connection herewith, we will be entitled to recover from you our associated attorneys' fees, costs, and expenses if we prevail. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available under or in connection with this Contract will constitute an election or waiver of any of our rights or remedies, all of which are cumulative.

15. **Default:** Your Rental is a "net" rental. Your obligations under this Contract are absolute and unconditional, and will not be subject to any abatement, reduction, set-off, counterclaim or deferment. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract, any other agreement(s) ("Other Contract(s)") between you and MT&E, and/or any of your obligations arising (t)hereunder or in connection (t)herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; or (d) die or cease conducting business; (e) if MT&E shall deem itself insecure, or if any Rented Item(s) shall be lost or unless covered by LDW per § 10, damaged, you will be in default under this Contract and such Other Contract(s), whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) cancel the Term and/or the subject Contract(s) (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, restrict, shut down, disassemble and/or disable such Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations (t)hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the entire scheduled Term, overtime, loss of use, interest, attorneys' fees, retrieval/repossession costs, and collection costs); and/or (vii) pursue any one or more other rights and/or remedies available (t)hereunder, at law and/or in equity, all of which are cumulative.

16. **Miscellaneous:** This Contract, and any "Addenda" we provide, (including without limitation, our Evacuation Plan Guidelines, Safety Rules and Inspection and Acceptance Certificate) each of which is incorporated herein, constitute(s) the entire agreement between you and MT&E, superseding all other agreements and representations. The terms of this Contract are severable. If any provision shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot otherwise be modified without our written consent. Time is of the essence. These Terms and Conditions apply to all Item(s) identified on P.1, and to all other items you obtain from us at any time (unless we otherwise agree in writing). This Contract shall bind and be enforceable by and against you, McCarthy Tents & Events, LLC, the other Indemnitees and their respective permitted successors and assigns (there being no other third-party beneficiaries hereto). This Contract shall be interpreted and enforced under the laws of New York. At the option of MT&E, dispute(s) with respect to this Contract and/or its subject matter shall be submitted to binding ARBITRATION before a single arbitrator selected by MT&E at the offices of the American Arbitration Association located in or nearest to Rochester, NY. Proper venue for all other civil legal actions commenced in connection herewith shall lie solely in the federal, state, and local courts located in or nearest to Monroe County, NY (unless waived by MT&E). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. EACH PARTY HEREBY WAIVES ITS RIGHTS TO: (A) PARTICIPATE IN ANY JOINT, COLLECTIVE OR CLASS ACTION; AND (B) TRIAL BY JURY. Digital, electronic, photocopied, and facsimiled signatures and initials appearing hereon will be deemed originals. WARNING: Important consumer protections may not apply if this Contract indicates that Lessee is leasing the Rented Item(s) primarily for agricultural, business, or commercial use.

17. **WARNING:** Wrongfully obtaining, exercising control over, or diverting the use of, the property or services of another may be deemed THEFT exposing you to civil liability and/or CRIMINAL PENALTIES. See New York Penal Law § 165.15, et seq, and its/their successor provision(s) for details.

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United Rentals®
DBA Reliable Onsite Services
BRANCH 06B
6089 LOOMIS ROAD
FARMINGTON NY 14425
585-657-1010

RENTAL QUOTE

247339558

Customer #	9958077
Quote Date	04/28/25
Estimated Out	07/02/25 05:00 PM
Estimated In	07/07/25 07:00 AM
UR Job Loc	1280 TITUS AVE, ROCH
UR Job #	5
Customer Job ID	
P.O. #	
Ordered By	CAITLYN BAILEY
Written By	BRITTANY MANLEY
Salesperson	BRIAN SHEFLIN

Job Site

4TH OF JULY
1280 TITUS AVE
ROCHESTER NY 14617-4125

Office: 585-336-6070 **Job:** 585-336-6070

TOWN OF IRONDEQUOIT
450 SKYVIEW CENTRE PKWY
PARKS & REC-NANCY CARROLL
ROCHESTER NY 14622

This is not an invoice
Please do not pay from this document

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	6002180	STATIC RESTROOM - 15 STATION	1,500.00	1,500.00	1,500.00	5,000.00	1,500.00
1	6002180	STATIC RESTROOM - 15 STATION	1,500.00	1,500.00	1,500.00	5,000.00	1,500.00
2	075/2085	SERVICE - RESTROOM TRAILER 1X WEEKLY SERVICE BEFORE 6 AM ON 7/4/25	400.00	400.00	400.00	400.00	800.00
2	600/2440	HANDICAP PORTABLE RESTROOM	100.00	100.00	100.00	100.00	200.00
2	075/4090	SERVICE ADA RSTRM 1X WEEKLY SERVICE BEFORE 7 AM ON 7/4/25	100.00	100.00	100.00	100.00	200.00

Rental Subtotal: 4,200.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	DELIVERY CHARGE	75.000	EACH	75.00
1	PICKUP CHARGE	75.000	EACH	75.00

Sales/Misc Subtotal: 150.00

Agreement Subtotal: 4,350.00
Estimated Total: 4,350.00

COMMENTS/NOTES:

CONTACT: CAITLYN BAILEY
CELL#: 585-694-8377
DEL:7/2/25
PU:AUTO FOR 7/7/25
LOC:PLEASE CALL ONSITE
SERVICE TO BE BEFORE 6 AM ON 7/4/25

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

Resolution Number 2025 - _____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR THE E.R.A.S.E JUNETEENTH 5K RACE

At a regular meeting of the Town Board of Irondequoit, Monroe County, New York, held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of May 2025, 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	Deputy Town Supervisor
McConville Considine Cooman & Morin PC	Attorney for the Town

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

WHEREAS, the Town Clerk's Office received an application for a Special Event License from E.R.A.S.E. to conduct a Juneteenth 5K Race on Saturday, June 21st, 2025, beginning at 8:30 a.m. (a copy of the application is **Attachment A** hereto); and

WHEREAS, proof of current insurance, which expires on June 22nd, 2025, has been reviewed and approved by the Town's Insurance agent; and

WHEREAS, the E.R.A.S.E is in the process of notifying all affected residents of the event.

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the Special Event License for E.R.A.S.E. to conduct its Annual Juneteenth 5K Race on Saturday, June 21st, 2025, beginning at 8:30 a.m. with conclusion by 11:00 a.m. at St. Josaphats UCC located at 940 Ridge Rd East

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

FOR TOWN USE ONLY:	APPLICATION FEE RECEIVED: ☑ YES ☐ NO	BARRICADE USAGE FEE: $
	TOWN CLERK APPROVAL: _____	DATE: / /
	POLICE APPROVAL: _____	DATE: / /
	POLICE FEE: $_____ RECEIVED: ☐ YES ☐ NO	DATE: / /
	FIRE MARSHAL APPROVAL: _____	DATE: / /
	COMMISSIONER OF D.P.W. APPROVAL: _____	DATE: / /

TOWN OF IRONDEQUOIT
APPLICATION FOR PARADE/WALK/RUN

A NON-REFUNDABLE FEE OF $100.00 IS REQUIRED AT THE TIME OF APPLICATION

TYPE OF EVENT: ☐ PARADE ☒ WALK ☒ RUN

EVENT NAME: IRONDEQUOIT Juneteenth 5K

DATE OF EVENT: June 21, 2025 RAIN DATE: N/A

PURPOSE OF EVENT: Celebrate Juneteenth/Freedom DAY

NAME OF SPONSOR ORGANIZATION: ERASE (Eliminating Racism AND Seeking Equity)

ADDRESS: 1400 Portland Ave Rochester NY 14621 Suite 2SE

DAYTIME TELEPHONE: 271-0428 (Reg SK) EVENING TELEPHONE: _____

CELL #: 271-0428 (Reg SK) FAX #: _____ E-MAIL: erasenow619@gmail.com

TIME OF EVENT: FROM 8:30 TO 10 AM

TIME & LOCATION OF ASSEMBLY: 940 Ridge Rd E, (St Josaphats UCC)

TIME & LOCATION OF DISBANDMENT: 11 AM Same

NUMBER OF PARTICIPANTS EXPECTED: 100 NUMBER OF VOLUNTEER MARSHALS: 21

EVENT TO TAKE PLACE: ☒ STREET ☐ SIDEWALK ☐ BOTH

IS AREA TO BE BLOCKED OFF? ☐ YES ☐ NO ?

IF YES, PLEASE SPECIFY: Same as last year

ARE BARRICADES NEEDED? ☐ YES ☐ NO **(A FEE WILL BE ASSESSED FOR BARRICADE USAGE)**

IF YES, PLEASE INDICATE LOCATIONS WHERE BARRICADES ARE TO BE SET UP: ? Same as last year

ALL AFFECTED RESIDENTS MUST ME NOTIFIED OF EVENT. HAVE YOU NOTIFIED ALL AFFECTED RESIDENTS?

☐ YES ☒ NO IF NO, NUMBER INFORMED: Not yet

PLEASE LIST THE NAMES AND ADDRESS OF ANY RESIDENT OPPOSED TO THIS EVENT, USE A SEPARATE SHEET OF PAPER IF NECESSARY:

NAME: _____ ADDRESS: _____

NAME: _____ ADDRESS: _____

HAVE YOU RECEIVED ROUTE CLEARANCE (IF APPLICABLE) (I.E. REGIONAL TRANSIT AUTHORITY)? **BUS RE-ROUTING MUST BE CLEARED BY APPLICANT WITH THE REGIONAL TRANSIT AUTHORITY** ☒ YES ☐ NO

Name of Event: E.R.A.S.E. 5K Run/Walk 2025

FOR TOWN USE ONLY: Runs / Walks / Parades

$100.00 Application Fee cash

Date Received: 3/7/25 By: [signature]

Insurance Approval: email attached - received 5/2/25

Fire Marshal Approval: [signature]
Signature

4/8/25
Date

Police Department Approval: [signature]
Signature

4/30/25
Date

Department of Public Works: [signature]
Signature

4/11/25
Date

Note: Monroe County DOT should be advised of the route change. Organizer should notify County.

Security Deposit (If Applicable)

Amount Taken:_____
Received by:_____
Date Received:_____

TOWN OF IRONDEQUOIT

"Where the land and waters meet." Est. 1839

INDEMNIFICATION AND CONTRIBUTION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend Town of Irondequoit any and all losses, claims, actions, demands, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon Town of Irondequoit for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any persons, including Contractor's employees, or on account of damages to property, including loss of use thereof, arising directly or indirectly from the performance of Contractor's work or from any of the acts or omissions on the part of Contractor, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

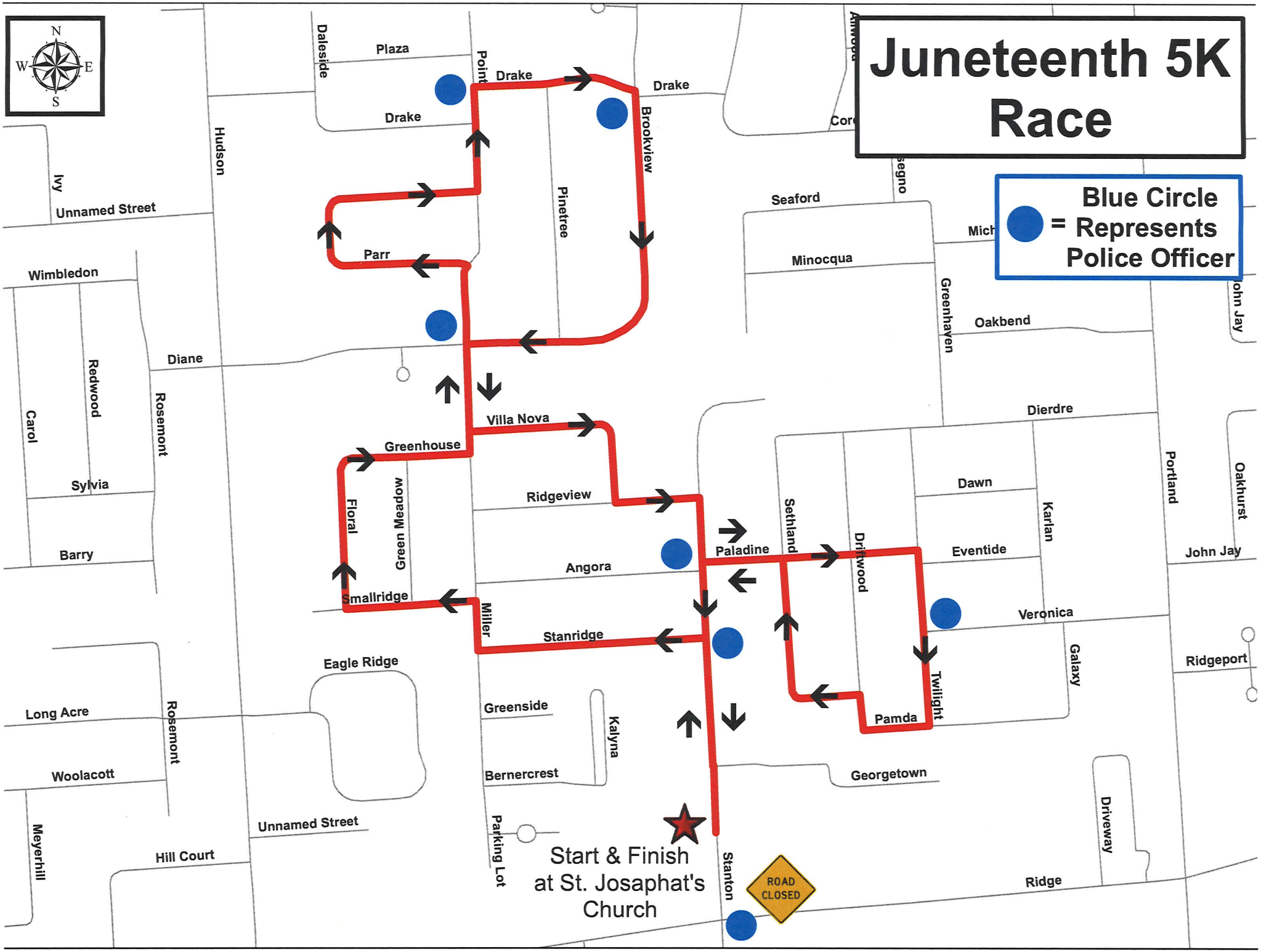
Contractor shall strictly observe and comply with all safety laws, rules and regulations (including but not limited to the Federal Occupational Safety and Health Act, the New York Labor Law, and all regulations promulgated pursuant to such laws) and to provide such protection as necessary to protect its workers and the workers of other contractors. In the event that additional safety measures are required. Contractor agrees that it will install or procure such additional safety measures at its sole expense. To the fullest extent permitted by law, Contractor shall hold harmless, indemnify and defend Town of Irondequoit against all losses, claims, fines or expenses, including but not limited to attorney's fees, resulting from the enforcement of these laws and related acts of its officers, employees, subcontractors, suppliers, and materialmen.

Date 3/6/25

ERASE
(Individual or Company Name)

By Latanya Morse
Signature

LATANYA Morse / RACE DIRECTOR
Print Name and Office


Juneteenth 5K Race
Blue Circle = Represents Police Officer
N
W
E
S
Daleside
Plaza
Point
Drake
Drake
Drake
Brookview
Pinetree
Hudson
Ivy
Unnamed Street
Parr
Wimbledon
Carol
Redwood
Sylvia
Barry
Diane
Rosemont
Villa Nova
Greenhouse
Floral
Green Meadow
Smallridge
Miller
Ridgeview
Angora
Stanridge
Eagle Ridge
Long Acre
Woolacott
Meyerhill
Hill Court
Unnamed Street
Rosemont
Greenside
Bernercrest
Kalyna
Parking Lot
Start & Finish at St. Josaphat's Church
Stanton
ROAD CLOSED
Ridge
Georgetown
Driveway
Seaford
Minocqua
Greenhaven
Oakbend
Dierdre
Paladine
Sethland
Driftwood
Twilight
Pamda
Dawn
Eventide
Karlan
Veronica
Galaxy
Portland
John Jay
Oakhurst
Ridgeport

Resolution Number 2025 -

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR THE E.R.A.S.E ANNUAL JUNETEENTH EVENT

At the regular meeting of the Town Board of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of May 2025 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	Deputy Town Supervisor
	McConville Considine Cooman & Morin PC	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 E.R.A.S.E. requesting permission to hold their Annual Juneteenth Event on Saturday, June 21, 2025 as a Celebration; and

WHEREAS, the event will be held from Noon to 4 PM at the Irondequoit Town Hall Gazebo, 1280 Titus Avenue, Rochester, NY 14617; and

WHEREAS, proof of current insurance, which expires June 22nd, 2025 on has been reviewed and approved by the Town's insurance carrier.

NOW, THEREFORE, BE IT RESOLVED that the Town Board approves the Special Event License for E.R.A.S.E. to hold its Annual Juneteenth Event on Saturday, June 21, 2025 from Noon to 4 PM at the Irondequoit Town Hall Gazebo, upon the condition that all affected residents are notified before the event.

This resolution shall take effect immediately upon its adoption.

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

Town Board Member	Perticone	Voting
Deputy Town Supervisor	Wehner	Voting
Town Board Member	Malone	Voting
Town Board Member	Cunningham	Voting
Town Supervisor	Evans	Voting

$ 150.00 Application Fee

Date Received: 3/14/25 By: LL cash

Insurance Approval: _____

Fire Marshal Approval :

_____
Signature

3/20/25
Date

Police Department Approval :

_____
Signature

3/17/25
Date

Department of Public Works:

_____
Signature

3/21/25
Date

Security Deposit (If Applicable)

Amount Taken:_____
Received by:_____
Date Received:_____

March 24, 2004

APPLICATION FOR LICENSE TO CONDUCT FESTIVALS/CARNIVALS/EVENTS

NOTE: This application is pursuant to Town of Irondequoit Municipal Code, Chapter 194, "Special Events", attached.

If any sectio n is not applicable to your event, please put N/A in lieu of leaving it blank.

GENERAL:

Name of Applicant: E.R.A.S.E. of Irondequoit

Applicant's Address: 1400 Portland Ave/Rochester, NY 14621

Telephone Number: _____

If Corporation, list State of Incorporation: _____

Corporation Officers' Addresses: _____

_____

Type of Event Planned: festival

Event Site Address: Irondequoit Town Hall - 1280 Titus Ave

Location of Nearby Residents : (ATTACH A MAP SHOWING ALL RESIDENTIAL LOT LINES WITHIN 150 FEET OF EVENT SITE).

Name of Outside Contractor (or Concessionaire): _____

_____

Contractor Residence Address (Local): _____

Contractor Telephone No.: _____

Contractor Business Address: _____

Contractor Business Telephone No.: _____

Names of Contractor Employees: _____

_____

(If additional space is needed, please list on reverse side of this sheet.)

If employees are housed on event site, state in what manner: _____

_____

SURETY:

Applicant must file with Town Clerk, upon approval of application but prior to issuance

of license, the following:

CERTIFICATE OF LIABILITY INSURANCE insuring the licensee and the Town of Irondequoit for a minimum of $1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability, including Products and Completed Operations Coverage, arising out of the licensed activity.

NOTE: The Town of Irondequoit must be listed on a primary and non-contributory basis.

EVENT OPERATING SCHEDULE: (Maximum of 5 days from 8:00 AM to 12 Midnight only).

Equipment/rides set up start date June 21 Time 9am

Event Start Date June 21 Time 12 pm

Event Completion Date June 21 Time 4pm

Equipment/rides take down date June 21 Time 6pm

RESPONSIBLE PARTIES:
Person or alternate located on event site and responsible for all event activities during its operations:

NAME Chelsea Galvin
ADDRESS 90 Armstrong
TELEPHONE NO. 310-871-2267

NAME Noël France
ADDRESS 156 Belmeade Rd
TELEPHONE NO. 585-576-5788

Date of Application: March 14

Signature of Applicant: [signature]

***PLEASE NOTE: IT IS THE RESPONSIBILITY OF THE APPLICANT TO PROVIDE THE TOWN CLERK 'S OFFICE WITH A COMPLETED LICENSE APPLICATION AND PROPER INSURANCE REQUIREMENTS AT TIME OF SUBMITTAL. INCOMPLETE APPLICATIONS WILL NO LONGER BE ACCEPTED.**

Name of Event: ERASE Juneteenth Festival

FOR TOWN USE ONLY: Festivals / Carnivals / Events

Type and number of contractor rides/concessions/exhibitions to be used (Locate on map):

_____

_____

_____

_____

POWER:

Type of electrical power to be used (house current, generator, etc.):_____

town power access on town hall grounds

Location of generator on event site (Locate on map):_____

_____

Type of lighting to be used (If searchlight is planned, indicate size and site location):

_____

_____

PARKING/TRANSPORTATION:

Storage location of trailers and trucks (indicate on map**):**

Parking location of workers and patrons ' vehicles (indicate on map**):**

Street route to be used to transport equipment/rides to and from event site: TitusAve

_____

Nature and scope of event advertising: social media, radio, press release

Statement of method used by applicant and/or outside contractor to supervise parking/traffic flow: _____

_____

IF YOUR EVENT UTILIZES ANY OF THE ROADS LISTED BELOW YOU MUST GET APPROVAL FROM THE RESPECTIVE JURISDICTIONS.

Roadway Jurisdiction

City

Longacre Rd	(south of southside median curbline)
Seneca Avenue	(west side, south of Longacre)
Wisner Rd	(maintained by TOI)
Hoffman Rd	(Culver Rd to Wisner- maintained by TOI)

County

Bay Front South	(Glen Haven to Orchard Pk Blvd)
Cooper Rd	
Culver Rd	(Norton to 590)
Durand Blvd	(Culver to Seabreeze Dr)
East Ridge Rd	(City to 590)
Hudson Ave	
Lakeshore Blvd	
North Goodman St	
Norton St	
Pattonwood Dr	
Portland Ave	
St. Paul Blvd	
Seneca Ave	(Long Acre to Titus)
Kings Hwy N	
Kings Hwy S	
Sweet Fern Rd	
Thomas Ave	
Titus Ave	(St. Paul to Seabreeze Dr)
Winton Rd	(City to Empire)

State

Empire Blvd

By signing this form, you are stating that you will get approval through the appropriate jurisdiction.

Signature: _____ Date: 3/14/25

*Please attach any approval letters that you receive

TOWN OF IRONDEQUOIT

"Where the land and waters meet." Est. 1839

INDEMNIFICATION AND CONTRIBUTION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend Town of Irondequoit any and all losses, claims, actions, demands, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon Town of Irondequoit for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any persons, including Contractor's employees, or on account of damages to property, including loss of use thereof, arising directly or indirectly from the performance of Contractor's work or from any of the acts or omissions on the part of Contractor, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

Contractor shall strictly observe and comply with all safety laws, rules and regulations (including but not limited to the Federal Occupational Safety and Health Act, the New York Labor Law, and all regulations promulgated pursuant to such laws) and to provide such protection as necessary to protect its workers and the workers of other contractors. In the event that additional safety measures are required. Contractor agrees that it will install or procure such additional safety measures at its sole expense. To the fullest extent permitted by law, Contractor shall hold harmless, indemnify and defend Town of Irondequoit against all losses, claims, fines or expenses, including but not limited to attorney's fees, resulting from the enforcement of these laws and related acts of its officers, employees, subcontractors, suppliers, and materialmen.

Date 3/10/25

E.R.A.S.E.
(Individual or Company Name)

By _____
Signature

Noël Frank, Treasurer
Print Name and Office

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Eventsured Customer Service
Foresite Sports, Inc. DBA: Eventsured 3553 West Chester Pike #418 Newtown Square, PA 19073	PHONE (A/C, No, Ext): 888-882-5902 FAX (A/C, No): E-MAIL ADDRESS: info@eventsured.com
INSURED E.R.A.S.E. Noël France 156 Belmeade Rochester, NY 14617	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Houston Casualty Company 42374 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** TM415668 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y		H24SE00172/TM415668	06/21/2025 12:01AM	06/22/2025 2:01AM	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DEDUCTIBLE	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 0
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insureds must be venue managers or municipalities and are added with respect to our insureds operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Festival to be held on 06/21/2025 - 06/21/2025 with 250 attendees at Town of Irondequoit 1280 Titus Ave Rochester , NY 1461 Additional Insureds include: Town of Irondequoit 1280 Titus Ave Rochester, NY 14617; Monroe County.

CERTIFICATE HOLDER

Town of Irondequoit
1280 Titus Ave
Rochester NY, 14617

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Michael G. Montag Insurance Agency, Inc. dba MGM Associates of Rochester 1745 Penfield Road Penfield NY 14526 License#: 761613	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 800-776-8294 **FAX (A/C, No):** 585-381-6173 **E-MAIL ADDRESS:** mgmprocess@mgminsure.com
INSURED MR BIG BOUNCE LLC 5179 COUNTY LINE RD Webster NY 14580 MRBIGBO-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** MICHIGAN MILLERS MUTUAL / 14508 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 240040840 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		C0554039	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 3,000,000 $ INCLUDED $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate holder is listed as additional insured when required by written contract per policy form CG 1078-N

CERTIFICATE HOLDER

E.R.A.S.E.
1400 Portland Avenue Ste 24
Rochester NY 14621

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael G. Montag

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Michael G. Montag Insurance Agency, Inc. dba MGM Associates of Rochester
1745 Penfield Road
Penfield NY 14526
License#: 761613

CONTACT NAME:
PHONE (A/C, No, Ext): 800-776-8294 **FAX (A/C, No):** 585-381-6173
E-MAIL ADDRESS: mgmprocess@mgminsure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MICHIGAN MILLERS MUTUAL	14508
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MR BIG BOUNCE LLC
5179 COUNTY LINE RD
Webster NY 14580
MRBIGBO-01

COVERAGES **CERTIFICATE NUMBER:** 542071675 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			C0554039	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ INCLUDED
								$
A	AUTOMOBILE LIABILITY			C0554039	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			C0554039	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Irondequoit
1280 Titus Ave
Rochester NY 14617

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael G. Montag

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Resolution No. 2025 -

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR I-SQUARE, LLC SUMMER CONCERT SERIES, CAR SHOWS AND FESTIVALS

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 20th day of May 2025 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	Deputy Town Supervisor
McConville Considine Cooman & Morin PC	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 I-Square, LLC, to conduct the 2025 Summer Concert Series, Car Shows and Festivals; and

WHEREAS, these events will be conducted on the premises of said business at 400-401 Bakers Park, Rochester, NY 14617; and

WHEREAS, the 2025 events will take place from May 2025 to December 2025; and

WHEREAS, the insurance has been reviewed and approved by the Town's insurance carrier, expiring on September 1, 2025.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the Special Event License for I-Square, LLC 2025 Summer Concert Series, Car Shows and Festivals, beginning in May 2025 and running through December 2025, upon the condition that I-Square notifies all affected residents before the events.

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

Name of Event: I-Square Summer Events / concert Series.

FOR TOWN USE ONLY: Festivals / Carnivals / Events

$150.00 Application Fee Date Received: 3/31/25. By: [illegible]
$2000.00 150+1850 38 Total events.

Insurance Approval: email attached - 5/15/25

Fire Marshal Approval: [signature]
Signature
4/7/25
Date

Police Department Approval: [signature]
Signature
4/1/25
Date

Department of Public Works: [signature]
Signature
4/9/25
Date

Security Deposit (If Applicable)

Amount Taken:_____
Received by:_____
Date Received:_____

I-Square, llc

400 Bakers Park

Rochester, NY 14617

(585) 943-1941

Town of Irondequoit

1280 Titus Ave.

Rochester, NY 14617

Letter of Intent

Please see attached application for our 2025 concerts and events at I-Square.

We have included the events application, sound amplification, certificates of insurance, neighbor notification letter, and indemnification agreement.

Please let me know if you need anything further.

Thank you,

Michael Nolan

Owner

APPLICATION FOR LICENSE TO CONDUCT FESTIVALS/CARNIVALS/EVENTS

NOTE: This application is pursuant to Town of Irondequoit Municipal Code, Chapter 194, "Special Events", attached.

If any section is not applicable to your event, please put N/A in lieu of leaving it blank.

GENERAL:

Name of Applicant: I-Square, LLC

Applicant's Address: 400 Bakers Park

Telephone Number: 585-943-1941

If Corporation, list State of Incorporation: _____

Corporation Officers' Addresses: _____

_____

Type of Event Planned: Summer Concerts, Car Shows, Festivals

Event Site Address: 400, 401, and 500 Bakers Park

Location of Nearby Residents: (ATTACH A MAP SHOWING ALL RESIDENTIAL LOT LINES WITHIN 150 FEET OF EVENT SITE).

Name of Outside Contractor (or Concessionaire): N/A

_____

Contractor Residence Address (Local): _____

Contractor Telephone No.: _____

Contractor Business Address: _____

Contractor Business Telephone No.: _____

Names of Contractor Employees: _____

_____

(If additional space is needed, please list on reverse side of this sheet.)

If employees are housed on event site, state in what manner: _____

_____

Type and number of contractor rides/concessions/exhibitions to be used (Locate on map):

POWER:

Type of electrical power to be used (house current, generator, etc.): House Current

Location of generator on event site (Locate on map): N/A

Type of lighting to be used (If searchlight is planned, indicate size and site location):

N/A

PARKING/TRANSPORTATION:

Storage location of trailers and trucks (indicate on map)**:** N/A

Parking location of workers and patrons' vehicles (indicate on map)**:**

Street route to be used to transport equipment/rides to and from event site:

Nature and scope of event advertising: website + social media

Statement of method used by applicant and/or outside contractor to supervise

parking/traffic flow: Utilizing existing facilities

IF YOUR EVENT UTILIZES ANY OF THE ROADS LISTED BELOW YOU MUST GET APPROVAL FROM THE RESPECTIVE JURISDICTIONS.

SURETY:

Applicant must file with Town Clerk, upon approval of application but prior to issuance of license, the following:

CERTIFICATE OF LIABILITY INSURANCE insuring the licensee and the Town of Irondequoit for a minimum of $1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability, including Products and Completed Operations Coverage, arising out of the licensed activity.

NOTE: The Town of Irondequoit must be listed on a primary and non-contributory basis.

EVENT OPERATING SCHEDULE: (Maximum of 5 days from 8:00 AM to 12 Midnight only).

Equipment/rides set up start date N/A Time _____

Event Start Date May 2025 Time _____

Event Completion Date December 2025 Time _____

Equipment/rides take down date N/A Time _____

RESPONSIBLE PARTIES:
Person or alternate located on event site and responsible for all event activities during its operations:

NAME Michael Nolan
ADDRESS 400 Bakers Park
TELEPHONE NO. 585-943-1941

NAME Wendy Nolan
ADDRESS 400 Bakers Park
TELEPHONE NO. 585-943-0404

Date of Application: 3/4/25

Signature of Applicant: [signature]

***PLEASE NOTE: IT IS THE RESPONSIBILITY OF THE APPLICANT TO PROVIDE THE TOWN CLERK'S OFFICE WITH A COMPLETED LICENSE APPLICATION AND PROPER INSURANCE REQUIREMENTS AT TIME OF SUBMITTAL. INCOMPLETE APPLICATIONS WILL NO LONGER BE ACCEPTED.**

IF YOUR EVENT UTILIZES ANY OF THE ROADS LISTED BELOW YOU MUST GET APPROVAL FROM THE RESPECTIVE JURISDICTIONS.

Roadway Jurisdiction

City	
Longacre Rd	(south of southside median curbline)
Seneca Avenue	(west side, south of Longacre)
Wisner Rd	(maintained by TOI)
Hoffman Rd	(Culver Rd to Wisner- maintained by TOI)

County	
Bay Front South	(Glen Haven to Orchard Pk Blvd)
Cooper Rd	
Culver Rd	(Norton to 590)
Durand Blvd	(Culver to Seabreeze Dr)
East Ridge Rd	(City to 590)
Hudson Ave	
Lakeshore Blvd	
North Goodman St	
Norton St	
Pattonwood Dr	
Portland Ave	
St. Paul Blvd	
Seneca Ave	(Long Acre to Titus)
Kings Hwy N	
Kings Hwy S	
Sweet Fern Rd	
Thomas Ave	
Titus Ave	(St. Paul to Seabreeze Dr)
Winton Rd	(City to Empire)

State
Empire Blvd

By signing this form, you are stating that you will get approval through the appropriate jurisdiction.

Signature: N/A Date:_____

*Please attach any approval letters that you receive

TOWN OF IRONDEQUOIT

"Where the land and waters meet." Est. 1839

SOUND AMPLIFYING EQUIPMENT APPLICATION

NOISE LEVELS SHOULD BE KEPT AT A LEVEL AS SPECIFIED IN TOWN CODE, CHAPTER 160 - NOISE
EXCESSIVE NOISE WILL RESULT IN POLICE ACTION.

Owner of Equipment

Name The House of Guitars

Address 645 Titus Ave

City/St/Zip Roch., NY 14617

Telephone No. 585-544-3500

User of Equipment

Name I-Square, LLC - Various Bands + Performers

Address 400-401 Bakers Park

City/St/Zip Rochester, NY 14617

Telephone No. 585-943-1941

Location to be Used Commercial Residential

Name of Resident I-Square

Address 400-461 Bakers Park

Telephone No. 585-943-1941

Date and Rain Date MAY 2025 - December 2025
month day year / month day year

TIME: START 10:00 AM UNTIL 9:00 PM

HAVE ALL AFFECTED RESIDENTS BEEN INFORMED? Yes

Maximum sound producing power of the sound amplifying equipment:

Wattage to be used 1000 W

Volume in decibels of sound which will be produced 15 DB

License number of sound truck (if applicable) N/A

General description of sound amplifying equipment which is to be used:

(for Town use only)

Police Dept. _____ Approved ___ Denied ___ Date _____

Town Clerk _____ Approved ___ Denied ___ Date _____

I-Square, llc

400 Bakers Park

Rochester, NY 14617

(585) 943-1941

March 3, 2024

Irondequoit Village Apartments

2240 Hudson Ave.

Rochester, NY 14617

Dear Neighbors,

Per Irondequoit town code we are required to notify all close neighbors of our events that include amplified music. During the Summer and Fall of 2025 we will again be hosting events at the outdoor stage and have included a copy of the schedule with this letter.

Please distribute this to your tenants.

Thank you,

Michael Nolan

Owner

TOWN OF IRONDEQUOIT

"Where the land and waters meet." Est. 1839

IMDEMNIFICATION AND CONTRIBUTION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend Town of Irondequoit any and all losses, claims, actions, demands, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon Town of Irondequoit for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any persons, including Contractor's employees, or on account of damages to property, including loss of use thereof, arising directly or indirectly from the performance of Contractor's work or from any of the acts or omissions on the part of Contractor, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

Contractor shall strictly observe and comply with all safety laws, rules and regulations (including but not limited to the Federal Occupational Safety and Health Act, the New York Labor Law, and all regulations promulgated pursuant to such laws) and to provide such protection as necessary to protect its workers and the workers of other contractors. In the event that additional safety measures are required. Contractor agrees that it will install or procure such additional safety measures at its sole expense. To the fullest extent permitted by law, Contractor shall hold harmless, indemnify and defend Town of Irondequoit against all losses, claims, fines or expenses, including but not limited to attorney's fees, resulting from the enforcement of these laws and related acts of its officers, employees, subcontractors, suppliers, and materialmen.

3-4-25
Date

I-Square, LLC
(Individual or Company Name)

By _____
Signature

Michael Nolan, Member
Print Name and Office

Updated w/ additional items

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Eastern Shore Insurance Agency
An ISU Steadfast
Network Member
PO Box 480, Fulton NY 13069

CONTACT NAME: Samantha Miner
PHONE (A/C, No, Ext): (315) 598-6000 **FAX (A/C, No):** (315) 598-1183
E-MAIL ADDRESS: sminer@easternshoreia.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Co	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
I-Square LLC
85 Excel Drive
Rochester NY 14621

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] GA210NY 0920 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	EPP0588541	09/01/2024	09/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			EPP0588541	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EPP0588541	09/01/2024	09/01/2025	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Irondequoit is additionail insured on a primary and non contributory basis per written contract, agreement of permit per GA210NY 0920.

CERTIFICATE HOLDER

Town of Irondequoit
1280 Titus Avenue
Rochester NY 14617

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Eric R. Christensen

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NEW YORK STATE | **Workers' Compensation Board**

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (use street address only) THE MARKET AT I-SQUARE, INC 85 EXCEL DR ROCHESTER NY 14621 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (585) 467-1840 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 46-4793131
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Irondequoit 1280 TITUS AVE ROCHESTER NY 14617-4125	3a. Name of Insurance Carrier Hartford Accident and Indemnity Company 22357 3b. Policy Number of Entity Listed in Box "1a": 76 WEG BM2KCU 3c. Policy effective period: 11/22/2024 to 11/22/2025 3d. The Proprietor, Partners or Executive Officers are [X] Included. (Only check box if all partners/officers included) [ ] all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Worker's Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Sara Seier
(print name of authorized representative or licensed agent of insurance carrier)

Approved by: Sara Seier 03/03/2025
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (877) 287-1312

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

MAY 2025

3

SUN	MON	TUE	WED	THU	FRI	SAT
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17 Free Concerts
18	19	20	21	22	23	24 Free Concerts
25	26	27	28	29	30	31 Free Concerts

Holidays and Observances: 5: Cinco de Mayo, 11: Mother's Day, 26: Memorial Day

Homemade GIFTS MADE EASY

JUNE 2025

8

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4 Car Show + Concert	5	6	7 Free Concerts
8	9	10	11 Car Show + Concert	12	13	14 Free Concerts
15	16	17	18 Car Show + Concert	19	20	21 Free Concerts
22	23	24	25 Car Show + Concert	26	27	28 Free Concerts
29	30	1	2	3	4	5

Holidays and Observances: 14: Flag Day, 15: Father's Day, 19: Juneteenth

Homemade GIFTS MADE EASY

JULY 2025



SUN	MON	TUE	WED	THU	FRI	SAT
30	31	1	Car Show + Concert 2	3	4	Free Concerts 5
6	7	8	Car Show + Concert 9	10	11	Free Concerts 12
13	14	15	Car Show + Concert 16	17	18	Free Concerts 19
20	21	22	Car Show + Concert 23	24	25	Free Concerts 26
27	28	29	Car Show + Concert 30	31	1	2

Homemade GIFTS MADE EASY

Holidays and Observances: 4: Independence Day

AUGUST 2025

9

SUN	MON	TUE	WED	THU	FRI	SAT
27	28	29	30	31	1	Free Concerts 2
3	4	5	Car Show + Concert 6	7	8	Free Concerts 9
10	11	12	Car Show + Concert 13	14	15	Free Concerts 16
17	18	19	Car Show + Concert 20	21	22	Free Concerts 23
24	25	26	Car Show + Concert 27	28	29	Arts + Music Festival 30
31	1	2	3	4	5	6

Homemade GIFTS MADE EASY

SEPTEMBER 2025

8

SUN	MON	TUE	WED	THU	FRI	SAT
31	1	2	Car Show + Concert 3	4	5	Free Concerts 6
7	8	9	Car Show + Concert 10	11	12	Free Concerts 13
14	15	16	Car Show + Concert 17	18	19	Free Concerts 20
21	22	23	Car Show + Concert 24	25	26	Free Concerts 27
28	29	30	1	2	3	4

Homemade GIFTS MADE EASY

Holidays and Observances: 1: Labor Day

NOVEMBER 2025

SUN	MON	TUE	WED	THU	FRI	SAT
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29 Tree lighting
30	1	2	3	4	5	6

Holidays and Observances: 4: Election Day, 11: Veterans Day, 27: Thanksgiving Day, 28: Black Friday

Homemade GIFTS MADE EASY

Melissa Rhoads

From: Mike Nolan <mnolan@i-square.us>
Sent: Thursday, May 15, 2025 3:36 PM
To: Melissa Rhoads
Subject: Re: A few questions on your I-Square Summer Events application

We do not have anything planned for October.

Thanks,
Mike Nolan
585-943-1941

Go I-Square

On May 15, 2025, at 1:22 PM, Melissa Rhoads <mrhoads@irondequoit.gov> wrote:

You are welcome! One thing that we did want to confirm while getting the packet ready for the Town Board meeting is that there is not an event calendar for the month of October. We just wanted to confirm that it is accurate, and you have events May through November, with the exception of October. We do issue fines for events without permits, so we just want to make sure you are completely covered so that doesn't happen. Can you confirm that there are no events in October. Thanks Mike!

Melissa Rhoads
Town of Irondequoit – Clerk's Office
1280 Titus Ave
Rochester, NY 14617
(p) – 585-467-8840
<image001.jpg>

From: Mike Nolan <mnolan@i-square.us>
Sent: Thursday, May 15, 2025 12:20 PM
To: Melissa Rhoads <mrhoads@irondequoit.gov>
Subject: Re: A few questions on your I-Square Summer Events application

Thanks Melissa!
Mike Nolan
585-943-1941

Go I-Square

Melissa Rhoads

From: Susan Lamanna <susanlam@paris-kirwan.com>
Sent: Thursday, May 15, 2025 10:52 AM
To: Melissa Rhoads; Latasha Elder
Subject: RE: I-Square Summer Series

Yes, you are all sent on this one, officially approved!

Susan Lamanna
Commercial Account Representative
Paris-Kirwan Associates Inc.
255 East Ave, Suite 300
Rochester, NY 14604
585-461-6436 phone
585-340-1714 fax
susanlam@paris-kirwan.com

Please note my office hours are 7:30-4:00 M-Thurs and 7:30- 2:45 on Fridays.

From: Melissa Rhoads <mrhoads@irondequoit.gov>
Sent: Thursday, May 15, 2025 10:43 AM
To: Susan Lamanna <susanlam@paris-kirwan.com>; Latasha Elder <lelder@irondequoit.gov>
Subject: I-Square Summer Series

Hello again Susan! From speaking with Steve this morning, I believe you have everything you need for the I-Square Summer Series, I just want to confirm that this has been officially approved. Thank you!

Melissa Rhoads
Town of Irondequoit – Clerk's Office
1280 Titus Ave
Rochester, NY 14617
(p) – 585-467-8840