



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

REGULAR TOWN BOARD MEETING

JUNE 17TH, 2025

7:00 PM

AGENDA

06/03/2025 9:03 am

PLEDGE OF ALLEGIANCE

ROLL CALL

SUPERVISOR'S REMARKS & ANNOUNCEMENTS

PRESENTATION(S)

Monroe County Aging Alliance

Historic Preservation Board

Bonadio Group

PROCLAMATION(S)

PUBLIC INPUT

FINANCIAL REPORT

APPROVAL OF MINUTES

May 12, 2025 Workshop Town Board Meeting Minutes

May 20, 2025 Regular Town Board Meeting Minutes

ITEM(S) FOR BOARD ACTION:

Appointments:

06A2025-1 Resolution Authorizing the Permanent Appointment of a Building Inspector

06A2025-2 Resolution Authorizing the Appointment of Motor Equipment Operator

Community Development:

- 06A2025-3 Resolution** Authorizing the Supervisor to renew Irondequoit's Inter-Municipal Agreement (IMA) for the Irondequoit Bay Management Project Coordination Committee
- 06A2025-4 Resolution** Supporting the submission of a Smart Growth Planning Grant Application by the Town of Irondequoit
- 06A2025-5 Resolution** Supporting the submission of a 2025 New York Main Street Technical Assistance Grant Application
- 06A2025-6 Resolution** Calling for a Public Hearing on the Matter of Rezoning 31 Dozier Lane, Tax ID:092.17-1-85 from R-1 Residential District to RRPDD-Ridge Road Planned Development District
- 06A2025-7 Resolution** Calling for a Public Hearing on the Matter of Rezoning 1776, 1750, 1732, 1720 & 1710 Hudson Ave from R-1 Residential & M-Manufacturing Districts to R-5 Residential District

IT:

- 06A2025-8 Resolution** Authorizing the purchase of Security Cameras for the Police Department and DPW, and transfer of funds
- 06A2025-9 Resolution** Authorizing the Cemetery Project and transfer of funds
- 06A2025-10 Resolution** Authorizing the purchase of Laptops and transfer of funds
- 06A2025-11 Resolution** Authorizing the purchase of a Server and the transfer of funds

Police:

- 06A2025-12 Resolution** Authorizing the attendance at Criminal Investigations Using Cellular Technologies Basic 40 Hour Cellular Investigations Course
- 06A2025-13 Resolution** Authorizing attendance to K9 Building Search Tactics Workshop
- 06A2025-14 Resolution** Authorizing Stop Signs on Seneca Road
- 06A2025-15 Resolution** Authorizing acceptance of New York State Division of Homeland Security and Emergency Services Grant in the amount of up to \$34,000.00 for the years 2024-2027
- 06A2025-16 Resolution** Authorizing the purchase of one 2022 Dodge Charger Police Interceptor to be used by the Irondequoit Police Department

Public Works:

- 06A2025-17 Resolution** Authorizing the Lease of Town Property

06A2025-18 Resolution Authorizing the Supervisor to enter into an Intermunicipal Agreement with Sea Breeze Fire District

06A2025-19 Resolution Authorizing the purchase of an emergency valve replacement for Summerville Pump Station

Town Clerk:

06A2025-20 Resolution Authorizing the Town Clerk as Marriage Officer

06A2025-21 Resolution Approving a Special Event License for the Irondequoit Little League End of the Year Celebration

06A2025-22 Resolution Approving applications for a Special Event on Kings Gate North

Upcoming Meeting:

WORKSHOP MEETING	July 14 th , 2025	@ 4PM
REGULAR TOWN BOARD MEETING	July 22 nd , 2025	@ 7PM
WORKSHOP MEETING	August 11 th , 2025	@ 4PM

Town Board Meeting Notes-Month Ended 05/31/2025

The 2025 financial results for the Town as of May 31, 2025: total expenses—actual as well as encumbered—are \$20,034k or 46.8% of budget which is slightly higher the 41.7% of the year that has elapsed. The breakdown is: actual expenses \$16,968k and encumbered expenses \$3,066k. Encumbrances are established for commodities, services, and supplies that will be needed during the year.

The General Fund expenses of \$12,630k represent 45.7% of budget. The breakdown is: actual expenditures \$11,358k or 41.1% and encumbrances \$1,271k (4.6%). Embedded in the General Fund encumbrances are attorney fees; and contracted expenses throughout the Town, including EMS services.

In aggregate, the expenses in the highway funds are \$3,897k or 65.1% of budget—Actual expenditures are 38% (\$2,276k) of budget and include \$142k for fuel, \$250k for surface (salt) treatment and \$143k for vehicle & equipment parts, tires and maintenance supplies. Encumbrances account for 27.1% (\$1,622k). Encumbrances within the highway funds include \$377k for paving materials & services and oil & stoning materials, \$218k for fuel and \$75k for surface treatment (salt).

Expenditures in the Library are \$1,369k or 47.0% of budget. Included in the expenses is serial bond payments of \$491k for the library facility.

The Sewer Fund expenses are 35.8% of budget equating to \$1,413k, of which \$1,281k represents actual expenses and \$131k is encumbered.

The expenses in Stormwater Drainage total \$243k—24.7% of budget. Actual expenses are \$207k (21.0%) while encumbrances account for 3.6% (\$36k).

The General Fund revenue received is \$17,244k or 62.8% of budget. At the end of May, the Town had received \$13,011k of real estate tax—100% of budget.

Recreation program fee receipts of \$506k represent 66.1% of budget.

Sales tax revenue of \$1,176k f has been received for the first quarter. This is an increase of 12.3% over last year.

Regarding the entire Town: \$29,959k or 70.3% 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 had received \$2,827k or 97.1%of its budgeted revenue.

Consolidated highway receipts of \$4,666k (78.0%) have been recorded.

Sewer Fund has received revenue of \$3,816k—96.5% of budget.

Stormwater Drainage receipts of \$973k have been received representing 99.0% of budget.

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

REGULAR TOWN BOARD MEETING MINUTES MAY 20, 2025 063

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 **20th day of May 2025** at 7:00 P.M., local time, there were:

<u>PRESENT:</u>	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 Planning and Zoning Coordinator Michelle Nichols 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, 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.

PROCLAMATION:

The Bishop Kearney Select Girls U19 Hockey team was recognized as National Champions

PUBLIC INPUT:

Jennifer Palermo, Cornwall Ave, for Short-Term rentals in the Town
Nick Arnold, 158 Schnackel Dr., for Short-Term rentals in the Town
Rosemarie Arnold, Schnackel Dr., for Short-Term rentals in the Town
Jillian Corots, 31 Broderick Dr., for Short-Term rentals in the Town
Jeannine Tantalo, 5224 St. Paul Blvd., for Short-Term rentals in the Town
Patti Maurer, 88 Pinecrest Dr., against the construction of 8 small cell antennas in the Town
Mike Maurer, 88 Pinecrest Dr., against the construction of 8 small cell antennas in the Town
Stacy Aulbach, 44 Montclair, had questions for the Board regarding the construction of 8 small cell antennas in the Town
Christopher Lako, 35 Fern Castle Dr., for Short-Term rentals in the Town
Allen Kryger, 50 Mayfair Dr., for Short-Term rentals in the Town and also stated there is no need for small cell antennas in Town
Michael Kreovic, 180 Rock Beach Rd., against Short-Term rentals in the Town
Jenn Suba, 425 Rock Beach Rd., for Short-Term rentals in the Town
Christine Smith Dell, 31 Schnackel Dr., for Short-Term rentals in the Town
Will Renniger, 1556 Bayshore Blvd., for Short-Term rentals in the Town
Tammy Halldow, 39 Schnakel Dr, against Short-Term Rentals in the Town
Mark Halldow, 39 Schnakel Dr, against Short-Term rentals in the Town
Kim Betkowski, 405 Rock Beach Rd., against Short-Term rentals in the Town
Rob Betkowski, 405 Rock Beach Rd., against Short-Term rentals in the Town
Alissa Catanzero, 60 Eastbourne Ave., for Short-Term rentals in the Town
Marsha Enright, 75 Clay Ave, against Short-Term rentals in the Town

Joerg Ehlert, 159 Rock Beach Rd., against Short-Term rentals in the Town

Miranda Kick, 68 Schnackel Dr., for Short-Term rentals in the Town

Brian Kick, 68 Schnackel Dr., for Short-Term rentals in the Town

Rachel Gordon, Seneca Rd., for Short-Term rentals in the Town

Several residents that had spoken before came forward again, either for or against having Short-Term rentals in the Town

FINANCIAL REPORT:

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 the financial report for the month of April 2025.

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

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

APPROVAL OF MINUTES:

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the April 02, 2025 Special Town Board Meeting minutes were approved.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the April 14, 2025 Workshop Town Board Meeting minutes were approved.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the April 22, 2025 Regular Town Board Meeting minutes were approved.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

ITEMS FOR BOARD ACTION:

PUBLIC HEARING(S):

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.

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

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

There was no one wishing to speak on the matter.

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the Public Hearing was closed at 7:37 pm.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

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

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted **approving a Local Law amendment to Article VII of Chapter 222 of Town Code of Irondequoit relating to installation of No Stopping Signs.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025-091

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.

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the Public Hearing was opened at 7:38 pm.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

There was no one wishing to speak on the matter.

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the Public Hearing was closed at 7:39 pm.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

05PH-2 RESOLUTION ADOPTING A LOCAL LAW REGARDING A TEXT AMENDMENT TO CHAPTER 192 OF THE CODE OF THE TOWN OF IRONDEQUOIT

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Wehner**, the resolution was **adopted approving a Local Law text amendment to Chapter 192 of the Code of the Town of Irondequoit**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025-092

7:37 PM

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

On a motion made by Councilmember **Malone**, seconded by Councilmember **Wehner**, the Public Hearing was opened at 7:40 pm.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

There was no one wishing to speak on the matter.

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the Public Hearing was closed at 7:42pm.

05PH-3 RESOLUTION ADOPTING THE IRONDEQUOIT 2025 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, the resolution was adopted approving the Irondequoit 2025 Community Development Block Grant Program.

Resolution No. 2025-093

Walk In:

05A2025-1 RESOLUTION DISMISSING APPLICATIONS FOR A SPECIAL USE PERMIT TO CONSTRUCT AND OPERATE EIGHT NEW POLES FOR SMALL CELL ANTENNAS WITH ASSOCIATED EQUIPMENT IN THE R-1 AND R-2 RESIDENTIAL DISTRICTS

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, the resolution was adopted **approving the dismissal of applications for a special use permit to construct and operated 8 new poles for small cell antennas with associated equipment in the R-1 and R-2 residential districts.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025-094

Appointments:

05A2025-2 RESOLUTION AUTHORIZING THE APPOINTMENT OF A SENIOR OFFICE ACCOUNT CLERK IN THE COMPTROLLER'S DEPARTMENT

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted approving the appointment of Cody Dizmang to the title of Senior Office Account Clerk in the Comptroller's Department

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025-095

Community Development:

05A2025-3 RESOLUTION ADOPTING A LOCAL LAW TO AMEND CHAPTER 235 OF THE CODE OF THE TOWN OF IRONDEQUOIT REGARDING SHORT-TERM RENTALS

On a motion made by Councilmember **Malone**, seconded by Councilmember **Cunningham**, the resolution was **TABLED**.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

05A2025-4 RESOLUTION ADOPTING GRANT SERVICES EXPENDITURE

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Malone**, the resolution was adopted.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025- 096

Comptroller:

05A2025-5 RESOLUTION AUTHORIZING THE USE OF FUND BALANCE FOR INDEPENDENT REVIEW OF LEGAL SERVICES

On a motion made by Councilmember **Malone**, seconded by Councilmember **Perticone**, the resolution was adopted **approving the use of fund balance for independent review of legal services.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025-097

05A2025-6 **RESOLUTION AUTHORIZING THE RENEWAL OF AN INTERMUNICIPAL AGREEMENT WITH MONROE COUNTY FOR THE SUPPLY OF ELECTRICITY AND NATURAL GAS TO TOWN FACILITIES**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the resolution was adopted **approving the renewal of the Intermunicipal Agreement with Monroe County for the supply of electricity and natural gas to Town facilities.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025-098

Human Resources:

05A2025-7 **RESOLUTION AUTHORIZING AN EMPLOYEE TO ATTEND THE NY STATE PUBLIC EMPLOYERS LABOR RELATIONS ASSOCIATION CONFERENCE**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Perticone**, the resolution was adopted **approving Jason Vinette to attend the NY State Public Employers Labor Relations Association Conference in Saratoga Springs, NY on July 8th- July 10th, 2025.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025-099

05A2025-9 **RESOLUTION AUTHORIZING TWO EMPLOYEES TO ATTEND THE ANNUAL PUBLIC SECTOR HUMAN RESOURCES ASSOCIATION CONFERENCE**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the resolution was adopted **approving Jason Vinette and Gloria Hunter to attend the Annual Public Sector Human Resources Association Conference in Cleveland, OH September 29th -October 1st, 2025.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025-100

Police:

05A2025-10 **RESOLUTION AUTHORIZING THE ACCEPTANCE OF A MONETARY GIFT FROM IRONDEQUOIT BAY FISH & GAME CLUB TO THE IRONDEQUOIT POLICE DEPARTMENT K9 UNIT**

On a motion made by Councilmember **Malone**, seconded by Councilmember **Wehner**, the resolution was adopted **authorizing the acceptance of a monetary gift of \$100.00 from the Irondequoit Bay Fish & Game Club to the Irondequoit Police Department K9 Unit.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-101

05A2025-10 RESOLUTION DECLARING SALVAGE OF POLICE MOTORCYCLE

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the resolution was adopted **declaring a 1999 Harley-Davidson Motorcycle as salvage.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-102

Public Works:

05A2025-11 RESOLUTION DECLARING CERTAIN ASPHALT MATERIAL AS SURPLUS PROPERTY

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted **approving piles of large quantity of asphalt millings and piles of pea stone gravel as surplus asphalt material.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-103

05A2025-12 RESOLUTION DECLARING CERTAIN EQUIPMENT SURPLUS PROPERTY

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Malone**, the resolution was adopted **approving 2006 Mobile System Bleacher System Model SPBL4510 as surplus equipment property.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-104

Recreation:

05A2025-13 RESOLUTION AUTHORIZING POLLING AGREEMENT WITH MONROE COUNTY BOARD OF ELECTIONS FOR EARLY VOTING

On a motion made by Councilmember **Malone**, seconded by Councilmember **Perticone**, the resolution was adopted **authorizing an agreement with Monroe County Board of Elections for early voting.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-105

05A2025-14 RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING AWARDED FROM ROTARY DISTRICT 7120 & IRONDEQUOIT ROTARY

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted **approving the acceptance of grant funding in the amount of \$4,000 from Rotary District 7120 & Irondequoit Rotary.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-106

05A2025-15 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

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted **approving the Supervisor to enter into various contracts with independent contractors from Local B-90 Staffing for parking personnel, ticket takers and ticket sellers for various Town Special Events.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-107

05A2025-16 RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO VARIOUS CONTRACTS WITH VENDORS FOR THE TOWN'S 2025 & 2026 FOURTH OF JULY CELEBRATIONS

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the resolution was adopted **approving the Supervisor to enter into various contracts with vendors for the Town's 2025 & 2026 Fourth of July Celebrations.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-108

Town Clerk:**05A2025-17 RESOLUTION AUTHORIZING A SPECIAL EVENT LICENSE FOR ERASE'S ANNUAL JUNETEENTH 5K**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted **approving the Special Event License for ERASE's Annual 5k to be held on June 21st, 2025.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2025-109***05A2025-18 RESOLUTION AUTHORIZING A SPECIAL EVENT LICENSE FOR ERASE'S ANNUAL JUNETEENTH EVENT/FESTIVAL**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted **approving the Special Event License for ERASE's Annual Juneteenth Event/Festival to be held on June 21st, 2025 provided insurance has been approved.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2025-110***05A2025-19 RESOLUTION AUTHORIZING A SPECIAL EVENT LICENSE FOR I-SQUARE'S 2025 SUMMER EVENT/CONCERT SERIES**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the resolution was adopted **approving the Special Event License for I-Square's 2025 Summer Events/Concerts series.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-111

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, an Executive Session was called pursuant to Public Officers Law Section 105(6) for the discussion of matters relating to medical, financial, credit or employment history of a particular person or cooperation, or relating to appointment, promotion, demotion, discipline or removal.

UPON VOTING

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

EXECUTIVE SESSION

On a motion made by Councilmember **Malone**, seconded by Councilmember **Cunningham**, the Executive Session was adjourned, and the Regular Town Board meeting was reconvened at 7:53 p.m.

UPON VOTING

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

05A2025-20 RESOLUTION REQUIRING REPORTING FROM SUPERVISOR

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Wehner**, the resolution was adopted **requiring reporting from the Supervisor setting forth in reasonable detail the tasks, activities, and accomplishments of the Supervisor and his full-time appointees (Chief of Staff and Communications Director) on a weekly basis.**

UPON VOTING

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

Resolution Number 2025-112

Upcoming Meetings:

Workshop Meeting:	June 9th, 2025 @ 4:00pm
Regular Town Board Meeting:	June 17th, 2025 @ 7:00pm

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

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,

A handwritten signature in black ink that reads "Latasha Elder". The script is fluid and cursive, with the first letters of each name being capitalized and prominent.

Latasha Elder, Town Clerk

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE PERMANENT APPOINTMENT OF A BUILDING
INSPECTOR**

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 17th day of June 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, Zackary Reynolds was provisionally appointed to the position of Building Inspector on July 22, 2024 ; and

WHEREAS, this is a competitive, civil service position, and when the exam was held, Zackary participated in the exam and scored number one on the Certified Civil Service List; and

WHEREAS, per Civil Service Law Zackary Reynolds’ provisional appointment shall become permanent; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the permanent appointment of Zackary Reynolds to the title of Building Inspector to be paid an annual rate of \$55,068.00

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

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE APPOINTMENT OF MOTOR EQUIPMENT OPERATOR**

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 17th day of June 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 promotion, there is a vacancy for a Motor Equipment Operator in the Town of Irondequoit's Public Works Department; and

WHEREAS, this is a non-competitive, civil service position, which has been posted and all qualified candidates that applied were interviewed; and

WHEREAS, the interview committee has selected _____ to fill this position; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the appointment of _____ to the title Motor Equipment Operator to be paid an hourly wage of \$30.87 which shall be drawn from Organization code DA215110.

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

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION AUTHORIZING THE SUPERVISOR TO RENEW
IRONDEQUOIT'S INTER-MUNICIPAL AGREEMENT (IMA) FOR THE
IRONDEQUOIT BAY MANAGEMENT PROJECT COORDINATING COMMITTEE.**

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 June 17, 2025 at 7:00 pm; 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
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Town Board Member _____ offered the following resolution and moved its adoption:

WHEREAS, the Town of Irondequoit has an interest in developing, maintaining, and monitoring use of the Irondequoit Bay and its surrounding area; and

WHEREAS, the Town of Irondequoit is a member of Irondequoit Bay Coordinating Committee (IBCC) and Irondequoit Bay Technical Staff (IBTS) along with Monroe County and the Towns of Penfield and Webster; and

WHEREAS, the Town Board supports the continuation of IBCC and IBTC as advisory committees that coordinate among the various levels of government to develop, recommend, implement and monitor Irondequoit Bay related policies; and

WHEREAS, the Town Board regards the IBCC as a steward of Irondequoit Bay, providing an effective mechanism to balance the rights of all stakeholders while protecting the Bay's ecosystem; and

WHEREAS, the Town of Irondequoit must renew its Inter-Municipal Agreement (IMA) with members of the IBCC; and

NOW, THEREFORE, IT BE RESOLVED that the Board authorizes the Supervisor, on behalf of the Town of Irondequoit, to sign the IMA that will continue the cooperative efforts and inter-governmental coordination of IBCC and IBTS through 2035.

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

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION TO SUPPORT THE SUBMISSION A SMART GROWTH
PLANNING GRANT APPLICATION BY THE TOWN OF IRONDEQUOIT**

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 June 17, 2025 at 7:00 pm; 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
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Town Board Member _____ offered the following resolution and moved its adoption:

WHEREAS, the New York State Department of State (NYSDOS) is offering grant funding for communities to complete Smart Growth Comprehensive Plans as part of the 2025 Regional Economic Development Council Consolidated Funding Application (CFA); and

WHEREAS, a Comprehensive Plan is a short- and long- term planning document that sets forth land use policies that express a vision for the future as well as goals and actions to achieve that vision; and

WHEREAS, a Comprehensive Plan includes a strong public participation process to develop public consensus on a vision for the future through community visioning, public meetings and workshops; and

WHEREAS, a comprehensive plan should address a wide range of planning issues including, but not limited to, appropriate physical development, economic development, transportation patterns, natural and built resource inventories, and population trends.

NOW THEREFORE, BE IT RESOLVED, that the Town Board does hereby support the submission of a 2025 CFA application for the Smart Growth Planning program.

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

Town Board Member
Town Supervisor

Wehner
Evans

voting
voting

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION TO SUPPORT THE SUBMISSION A 2025 NEW YORK
MAIN STREET TECHNICAL ASSISTANCE GRANT APPLICATION**

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 June 17, 2025 at 7:00 pm; 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
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Town Board Member _____ offered the following resolution and moved its adoption:

WHEREAS, the New York State Office Community Renewal (NYSOCR) is offering New York Main Street grants for the 2025 program year through the Consolidated Funding Application; and

WHEREAS, the New York Main Street program provides funding for technical assistance; and

WHEREAS, the Town of Irondequoit is an eligible applicant for the New York Main Street program; and

WHEREAS, the Town of Irondequoit would like to apply for a New York Main Street Technical Assistance grant funding for the 2025 program year to develop plans for Sea Breeze commercial district building owners and the streetscape; and

NOW THEREFORE, BE IT RESOLVED, that the Town Board does hereby enthusiastically approve and endorse the submission of an application for the 2025 program year of the New York Main Street Program for up to \$20,000 in grant funding.

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

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD CALLING
FOR A PUBLIC HEARING ON THE MATTER OF REZONING 31 DOZIER LANE,
TAX ID: 092.17-1-85 FROM R-1 RESIDENTIAL DISTRICT TO RRPDD – RIDGE
ROAD PLANNED DEVELOPMENT DISTRICT**

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 17th day of June 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 & Morin, PC

Attorney for the Town

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

WHEREAS, John Sciarabba of Land Tech Surveying and Planning, PLLC, has submitted an application for the rezoning of 31 Dozier Lane, Tax ID: 092.07-1-85 in the R-1 Residential District to RRPDD Ridge Road Planned Development District (the “Application”); and

WHEREAS, the location and boundaries of the subject parcel are described on the property description attached hereto as **Attachment A**; and

WHEREAS, Town Board accepts the Application for review and consideration.

NOW THEREFORE BE IT RESOLVED, that the Application shall be referred to the Monroe County Planning Department for review and comment pursuant to the requirements of New York State Town Law § 264 and New York General Municipal Law § 239-m.

AND BE IT FURTHER RESOLVED, that the Application shall be referred to the Town Planning Board pursuant to Town Code § 235-99 and New York State Town Law § 264, and the Planning Board shall report back to the Town Board with its analysis of the Application on or before July 22, 2025.

AND BE IT FURTHER RESOLVED, as required by New York State Town Law § 264, that the Town Board hereby schedules a public hearing on this matter on **July 22, 2025, at 7:3X p.m.**

AND BE IT FURTHER RESOLVED, that the Town Clerk shall publish notice of the public hearing in accordance with all applicable laws.

This resolution shall take effect immediately upon its adoption.

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

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

" Attachment A "

LANDTECH
SURVEYING & PLANNING P.L.L.C.

1105 Ridgeway Avenue
Rochester, NY 14615
Tel: (585) 442-9902
www.landtechny.com

PROPERTY DESCRIPTION
31 DOZIER LANE
TOWN OF IRONDEQUOIT

Tax account no. 092.07-1-85

All that tract or parcel of land situated in Town Lot 27, Township 14, Range 7, Mill Seat Tract, Phelps & Gorham Purchase, Town of Irondequoit, County of Monroe, State of New York, and more particularly described as follows:

Beginning at the intersection of the south right-of-way of East Ridge Road (49.5' wide) with the east right-of of Dozier Drive (Private), said point also being the northwest corner of lot R-1 (2229 Bayshore Blvd.) of the Sunrise Village Tract a filed in the Monroe County Clerk's Office in Liber 184 of Maps, Page 27.

1. thence South 03°32'04" East, along the west line of the Sunrise Village Tract and its several sections and resubdivisions, a distance of 1761.10 feet to a point; said point being the southwest corner of lot 101 of the Sunrise Village Tract as filed in the Monroe County Clerk's Office in Liber 174 of Maps, Page 67;
2. thence South 86°27'47" West, along the north line of the lands of the State of New York (Route 590) and the lands of the Town of Irondequoit a distance of 872.14 feet to a concrete right-of-way monument;
3. thence North 28°35'44" East, along the lands of N/F the Town of Irondequoit a distance of 236.00 feet to a point;
4. thence North 72°03'55" West, along the lands of N/F the Town of Irondequoit a distance of 157.48 feet to a point;
5. thence North 03°13'28" West, along the lands of N/F the Town of Irondequoit a distance of 313.53 feet to a point, said point being the southwest corner of Woodridge Apartments Inc. as filed in the Monroe County Clerk's Office in Liber 304 of Maps, Page 38
6. thence North 85°40'21" East, along the south property line of Woodridge Apartments Inc a distance of 857.66 feet to a point on the west right-of-way of Dozier Land (private);
7. thence North 03°31'19" West, along the east property line of Woodridge Apartments Inc and the west right-of-way of Dozier Lane a distance of 1211.42 feet to a point on the south right-of-way of East Ridge Road;
8. thence South 48°55'51" East, along the south right-of-way of East Ridge Road a distance of 47.26 feet to the point of Beginning.

Intending to describe a 12.273+/- acre parcel of lands as previously described in Liber 8698 of Deeds, Page 601

All as shown on a survey map by LandTech Surveying & Planning P.L.L.C. dated November 20, 2023. Project# 23368.

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD CALLING
FOR A PUBLIC HEARING ON THE MATTER OF REZONING 1776, 1750, 1732, 1720
& 1710 HUDSON AVENUE FROM R-1 RESIDENTIAL & M-MANUFACTURING
DISTRICTS TO R-5 RESIDENTIAL DISTRICT**

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 17th day of June 2025, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans
Ann Cunningham
Grant Malone
John Perticone
Peter Wehner

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

McConville Considine Cooman & Morin, PC

Attorney for the Town

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

WHEREAS, John Sciarabba of Land Tech Surveying and Planning, PLLC, has submitted an application for the rezoning of 1776, 1750, 1732, 1720, 1710 Hudson Avenue in the R-1 Residential District and M-Manufacturing District to R-5 Residential District (the “Application”); and

WHEREAS, Town Board accepts the Application for review and consideration; and

NOW THEREFORE BE IT RESOLVED, that the Application shall be referred to the Monroe County Planning Department for review and comment pursuant to the requirements of New York State Town Law § 264 and New York General Municipal Law § 239-m.

AND BE IT FURTHER RESOLVED, that the Application shall be referred to the Town Planning Board pursuant to Town Code § 235-99 and New York State Town Law § 264, and the Planning Board shall report back to the Town Board with its analysis of the Application on or before July 22, 2025.

AND BE IT FURTHER RESOLVED, as required by New York State Town Law § 264, that the Town Board hereby schedules a public hearing on this matter on **July 22, 2025, at 7:3X p.m.**

AND BE IT FURTHER RESOLVED, that the Town Clerk shall publish notice of the public hearing in accordance with all applicable laws.

This resolution shall take effect immediately upon its adoption.

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

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

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD AUTHORIZING THE
PURCHASE OF SECURITY CAMERAS FOR THE POLICE DEPARTMENT AND DPW, AND
TRANSFER OF FUNDS**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York, held at Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 17th day of June 2025 at 7:00 P.M. local time; there were:

PRESENT:

Andraé Evans	Town Supervisor
Peter Wehner	Town Board Member
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
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 replace the exterior front entrance security cameras at the Police Department and to install a new License Plate Reader (LPR) camera at the Department of Public Works main gate;

WHEREAS, the Town has obtained quotes for this work in accordance with the Town's procurement policy totaling \$17,339.66, including \$2,937.38 for the Police Department cameras, \$9,702.28 for the LPR camera equipment and installation, and \$4,700.00 for related electrical and fiber work;

WHEREAS, funding for this purchase is available in the general fund balance and will be transferred to A1168100-521300;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves the purchase and installation of the security cameras as outlined above for a total cost of \$17,339.66, pursuant to the quotes annexed hereto as Exhibit A;

AND, BE IT FURTHER RESOLVED, that the Town Board authorizes the transfer of \$17,339.66 from the general fund balance to A1168100-521300;

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

This resolution shall take effect immediately upon its adoption.

Seconded by 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 MINUTES OF MEETING OF THE TOWN BOARD AUTHORIZING THE
CEMETERY PROJECT AND TRANSFER OF FUNDS**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York, held at Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 17th day of June 2025 at 7:00 P.M. local time; there were:

PRESENT:

Andraé Evans	Town Supervisor
Peter Wehner	Town Board Member
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
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 bring the Cemetery building into the Town's secure IT infrastructure and monitoring systems; and

WHEREAS, the project (hereafter the "Cemetery Network Project") includes installing a data rack, providing connectivity to the Town network, configuring access control, and installing security cameras with DVR recording; and

WHEREAS, the Town has obtained quotes in accordance with the Town's procurement policy for the required equipment and installation services, with a total cost not to exceed \$22,501.94; and

WHEREAS, funding for this project is available in the general fund balance and will be transferred to A1168100-521300;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves the Cemetery Project at a total cost not to exceed \$22,501.94, pursuant to the quotes annexed hereto as Exhibit A;

AND, BE IT FURTHER RESOLVED, that the Town Board authorizes the transfer of \$22,501.94 from the general fund balance to A1168100-521300;

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

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 MINUTES OF MEETING OF THE TOWN BOARD AUTHORIZING THE
PURCHASE OF LAPTOPS AND TRANSFER OF FUNDS**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York, held at Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 17th day of June 2025 at 7:00 P.M. local time; there were:

PRESENT:

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

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

WHEREAS, it is necessary for the IT Department to purchase five laptops and five docking stations for use by Town departments (the “Technology Equipment”); and

WHEREAS, pursuant to General Municipal Law Section 104, the Town is authorized to make purchases of technology equipment through New York State Office of General Services contracts; and

WHEREAS, Dell Inc. has been awarded New York State OGS contract PM20820; and

WHEREAS, Dell Inc. has provided a quote for the Technology Equipment at a total cost of \$5,614.50; and

WHEREAS, pursuant to Town Law, the Town Board may transfer funds from the general fund to other accounts as needed; and

WHEREAS, funding for this purchase is available in the general fund balance and will be transferred to IT Projects Equipment & Capital Outlay A1168100-521300;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves the purchase from Dell Inc. of five laptops and five docking stations for use by Town departments, at a total cost of \$6,145.36, pursuant to the quote annexed hereto as Exhibit A;

AND, BE IT FURTHER RESOLVED, that the Town Board authorizes the transfer of \$6,145.36 from the general fund balance to IT Projects Equipment & Capital Outlay A1168100-521300;

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

This resolution shall take effect immediately upon its adoption.

Seconded by 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 MINUTES OF MEETING OF THE TOWN BOARD AUTHORIZING THE
PURCHASE OF A SERVER AND TRANSFER OF FUNDS**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York, held at Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 17th day of June 2025 at 7:00 P.M. local time; there were:

PRESENT:

Andraé Evans

Peter Wehner

Ann Cunningham

Grant Malone

John Perticone

McConville Considine Cooman & Morin PC

Town Supervisor

Town Board Member

Town Board Member

Town Board Member

Town Board Member

Attorney for the Town

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

WHEREAS, it is necessary for the IT Department to purchase a new server for use by Town departments (the “Technology Equipment”); and

WHEREAS, pursuant to General Municipal Law Section 104, the Town is authorized to make purchases of technology equipment through New York State Office of General Services contracts; and

WHEREAS, Dell Inc. has been awarded New York State OGS contract PM20820; and

WHEREAS, Dell Inc. has provided a quote for the Technology Equipment at a total cost of \$7,230.59; and

WHEREAS, pursuant to Town Law, the Town Board may transfer funds from the general fund to other accounts as needed; and

WHEREAS, funding for this purchase is available in the general fund balance and will be transferred to IT Projects Equipment & Capital Outlay A1168100-521300;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves the purchase from Dell Inc. of one server for use by Town departments, at a total cost of \$7,230.59, pursuant to the quote annexed hereto as Exhibit A;

AND, BE IT FURTHER RESOLVED, that the Town Board authorizes the transfer of \$7,230.59 from the general fund balance to IT Projects Equipment & Capital Outlay A1168100-521300;

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

This resolution shall take effect immediately upon its adoption.

Seconded by 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

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING ATTENDANCE AT CRIMINAL INVESTIGATIONS USING
CELLULAR TECHNOLOGIES BASIC 40 HOUR CELLULAR INVESTIGATIONS COURSE**

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 17th day of June 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 Chief of Police recommends that Investigator Jamie Coon attend the Criminal Investigations Using Cellular Technologies Basic 40 Hour Cellular Investigations Course being hosted by the Rochester Police Department, Rochester Police Locust Club beginning July 14th, 2025 and ending July 18th, 2025; and

WHEREAS, the approximate cost of the training is \$1,000 and funding for this training is available in the 2025 Police Department budget, Account A131200-541000.

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes Investigator Jamie Coon to attend the Criminal Investigations Using Cellular Technologies Basic 40 Hour Cellular Investigations Course being hosted by the Rochester Police Department, Rochester Police Locust Club beginning July 14th, 2025 and ending July 18th, 2025; and the cost of \$1,000.00 to be paid from Account A131200-541000.

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 _____

Criminal Investigations Using Cellular Technologies Basic Course

July 14-18, 2025 Hours: 08:00 – 17:00

— Hosted By —

Rochester Police Department

Rochester Police Locust Club 1425 Lexington Ave Rochester, NY 14606

The 40-Hour Cellular Investigations Course is open to any sworn investigator, crime analyst or fugitive operator possessing fundamental knowledge of call detail records, and who wants to advance their proficiency utilizing call detail record metadata for successful investigations and trial presentations.

This course provides motivated investigators comprehensive training in the evidentiary value of call detail records and geolocation data. The course syllabus incorporates several case studies for attendees to investigate using metadata from each major provider and other sources of geolocation information. The case study workshops allow students to experience the process of investigating call detail records from beginning to end, instilling knowledge and confidence to build a final case they can effectively testify to in court. This course is constantly evolving to keep up with the ever-changing world of cellular technology. This 40-Hour course focuses on best investigative practices and is a prerequisite to the Subject Matter Expert Certification Course.

Students are required to bring laptops with Microsoft Excel and Google Earth PRO pre-installed. Students will be required to work with call detail records and geolocation information throughout the course. Students are encouraged to review these applications and have a basic understanding of them prior to class. This course is designed to use lecture, case studies and practical workshops to demonstrate and teach investigative techniques.

Topics Covered Include:

- | | | |
|--------------------------------|-------------------------------|-------------------------------|
| • Provider Specifics | • Establishing Exigent Orders | • Court Presentations |
| • Provisioning GPS Information | • GPS Technologies | • Exigent and Live Monitoring |
| • Legal Concerns | • Cellular Theory | • Drive Testing Principals |
| • Metadata Retention | • In-depth Case Studies | • Pattern Analysis |
| • Court Orders/Search Warrants | • Time Difference of Arrival | • Social Media and Devices |

Materials Needed:

- Laptop and mouse
- Google Earth PRO installed
- Microsoft Excel installed

Registration Fee:

\$1,000 per person
Register on-line [here](#)

For more information, please contact our training coordinator at
trainingcoordinator@lexisnexisrisk.com | risk.lexisnexis.com/letraining | 844.367.9389

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING ATTENDANCE TO K9 BUILDING SEARCH TACTICS
WORKSHOP**

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 17th day of June 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 Chief of Police recommends K9 Officer Richard Cole and K9 Ollie to attend the Building Search Tactics Workshop with Nick Hodgen of Prospect Canine. This will improve our K9 search tactics while working on basic room entry skills, decision making and search team management. This workshop will be held on June 16th-18th, 2025 in Monroe County, New York; and

WHEREAS, funding for this workshop is available in the 2025 K9 ARPA budget, Account A2903120-549200-3120. Total cost will be \$450.00 to attend.

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes K9 Officer Richard Cole and K9 Ollie to attend the Building Search Tactics Workshop with Nick Hodgen of Prospect Canine. This will improve our K9 search tactics while working on basic room entry skills, decision making and search team management. This workshop will be held on June 16th-18th, 2025 in Monroe County, New York; and

This resolution shall take effect immediately upon its adoption.

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

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

Building Search Tactics Workshop

WITH NICK HODGEN OF PROSPECT CANINE



June 16th-18th

Monroe County, NY
Exact location TBD

Improve your and your dogs search tactics while working heavily to improve upon basic room entry skills, decision making and search team management. This workshop will include mostly scenario based training and will cover both long line & off leash searching with a team.

Law Enforcement only

3 days
\$450/team
12 dog maximum

Checks can be made payable to Prospect Canine or if an invoice is needed one can be provided. Please email gtropea613@gmail.com to register.



Photo: Larry McArdle

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD
RESOLUTION TO ERECT STOP SIGNS ON SENECA ROAD**

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 17th day of June 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 Board desires to erect stop signs on Seneca Road at the intersections of Woodland Street and Rudman Road (in both eastbound and westbound directions), and on Rudman Road at its intersection with Seneca Road (northbound direction), pursuant to its authority under Vehicle and Traffic Law § 1660 and Town Code §222-59.

NOW THEREFORE, BE IT RESOLVED AND ORDERED, that the Chief of Police and the Highway Superintendent erect or cause to be erected stop signs controlling travel on Seneca Road at its intersections with Woodland Street and Rudman Road (in both eastbound and westbound directions), and on Rudman Road at its intersection with Seneca Road (northbound direction); and

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	_____

**EXTRACT OF MINUTES OF MEETING OF TOWN BOARD AUTHORIZING
ACCEPTANCE OF NEW YORK STATE DIVISION OF HOMELAND
SECURITY AND EMERGENCY SERVICES GRANT IN THE AMOUNT OF UP
TO \$34,000.00 FOR THE YEAR 2024-2027**

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 17th day of June 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 New York State Division of Homeland Security and Emergency Services, in an effort to enhance law enforcement preparedness and operational readiness along the borders of the United States and to enhance cooperation, coordination and operational capabilities between Federal, State, local and tribal law enforcement agencies in a joint mission to secure the U.S. Borders, has provided a monetary grant to the Monroe County Sheriff's Office ("Grant"); and

WHEREAS, the Monroe County Sheriff's Office is the primary recipient of said Grant and pursuant to the terms of the Grant is to administer certain funds to the Irondequoit Police Department and facilitate the use thereof; and

WHEREAS, the Irondequoit Police Department wishes to accept the Grant funding for the year 2024, pursuant to the terms and conditions of its Memorandum of Understanding with Monroe County; and

WHEREAS, the Grant revenue will be appropriated to A131200-443896 – Federal Grant -Stonegarden (IPD) and A2953120-443896-STON for the 2024-2027 year; and

WHEREAS, \$8,054.00 will be allocated per fiscal year to personnel overtime (which includes personnel fringe benefit costs including FICA, Medicare, Retirement and Health Insurance) to be paid from A1312000-510002 and associated benefit accounts;
\$737.00 per fiscal year be allocated to mileage to be paid from A1312000 543500 and
\$25,000 will be allocated to equipment to be paid from A2953120-521000-STON; and

WHEREAS, the Town Board determines that accepting the Grant and the Grant activities constitute Type II actions pursuant to 6 NYCRR § 617.5(c)(26) (routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment) and (31) (purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials) and therefore no further review is needed pursuant to the New York State Environmental Quality Review Act (6 NYCRR § 617.5(a)).

NOW THEREFORE BE IT RESOLVED, that the Town Board accepts the Grant for the years 2024-2027 and amends the police operating budget for the year 2024-2027 by appropriating up to \$34,000.00 of Grant revenue - Federal Grant-Stonegarden (IPD);

AND BE IT FURTHER RESOLVED, \$8054.00 will be allocated per fiscal year to personnel overtime (which includes personnel fringe benefit costs including FICA, Medicare, Retirement and Health Insurance); \$737.00 per fiscal year be allocated to mileage and \$25,000 be allocated for equipment;

AND BE IT FURTHER RESOLVED, that that any and all actions taken by the Town Supervisor, Acting Supervisor, or Chief of Police prior to the date of adoption of the foregoing resolutions which would have been authorized by the foregoing resolutions but for the fact that such actions were taken prior to such date, be, and each hereby is, ratified, approved, confirmed and adopted as a duly authorized act of the Town in all respects and for all purposes.

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	_____



Homeland Security and Emergency Ser

JACKIE BRAY
Commissioner

November 1 , 2024

The Honorable Adam J. Bello
Monroe County Executive
39 West Main Street
Rochester, NY 14614

Dear Mr. Bello:

I am pleased to announce that Monroe County has been awarded \$180,000 under the F Y 2024 Operation Stonegarden (OPSG) Program. Funding for this grant is provided by the U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA).

OPSG funding is provided to enhance cooperation and coordination between federal, State, local, and tribal law enforcement agencies in joint operations along the Canadian border. The performance period for this grant will be from September 1 , 2024, through August 31, 2027.

Our Grants Program Administration Unit will work with your designated county point of contact, Jennifer Curley, to provide any additional assistance or answer any questions as needed. However, to provide these funds to you as quickly as possible, Jennifer Curley should submit a revised F Y2024 Operations Order as soon as possible to the border Patrol Agent in Charge (PAIC) for your area, Jaun Ramirez, Jr., who will review and then forward the revised Operations Order through appropriate channels to DHS for approval. Upon receipt of the approved Operations Order, our office will prepare a contract with the responsible individuals.

If you have any questions, please feel free to contact me at 518-242-5000, or the Grants Program Administration (GPA) Director, Eric Abramson, at 518-402-2123.

Thank you for your support of this homeland security initiative and your cooperation in this important public safety endeavor.

Sincerely,

A handwritten signature in cursive script that reads "Jacqueline Bray".

Jackie Bray
Commissioner

Fw: 2024 Award Letter - Stone Garden

From Jessica Franco <jfranco@irondequoit.gov>

Date Tue 6/3/2025 2:41 PM

To Katie Palermo <kpalermo@irondequoit.gov> cc
Scott Peters <speters@irondequoit.gov>

For resolution

Captain Jessica Franco

Administrative Operations
Irondequoit Police Department
1300 Titus Ave.
Rochester NY 14617
(585) 3366000 ext.2453



.- Confidentiality Notice This email message, including any attachments, is for the sole use of the intended recipient(s) and contains confidential information. Unauthorized use or disclosure is prohibited. If you are not the intended recipient, you may not use, disclose, copy or disseminate this information. If you are not the intended recipient, please contact the sender immediately by reply email and destroy all copies of the original message, including attachments.

From: Curley, Jennifer L <JCurley@monroecounty.gov>

Sent: Tuesday, June 3, 2025 1:28 PM

To: Jessica Franco <jfranco@irondequoit.gov> Subject:

RE: 2024 Award Letter

This message was sent securely using Zix

	IPD
personnel	6060
Fringe	1994
Equipment	25000
Mileage	737
Total	33791

**EXTRACT OF MINUTES OF MEETING OF TOWN BOARD AUTHORIZING
THE PURCHASE OF ONE 2022 DODGE CHARGE POLICE INTERCEPTOR
TO BE USED BY THE IRONDEQUOIT POLICE DEPARTMENT**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 17th day of June 2025 at 7:00 P.M. local time; there were

PRESENT:

Andraé Evans
Ann Cunningham
Grant Malone
John Perticone
Peter Wehner

Town Supervisor
Town Board Member
Town Board Member
Town Board Member
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 for the Police Department to purchase one used (1) 2022 Dodge Charger Police Interceptor vehicle; and

WHEREAS, the purchase of the used 2022 Dodge Charger Police Interceptor will be purchased from Eastwest Auto Group Corp located at 355 Portland Avenue, Rochester, New York 14605

WHEREAS, the estimated cost to purchase one (1) used 2022 Dodge Charger Police Interceptor vehicle is \$16,521.00; and

WHEREAS, amend the budget to increase revenue A13120-426800 (insurance recoveries-IPD) and to increase the appropriation A1312000-521550 (vehicles-IPD)

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the purchase one (1) used 2022 Dodge Charger Police Interceptor from Eastwest Auto Corp, 355 Portland Avenue Rochester, NY 14605 in the amount of \$16,521.00; and

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_____

Eastwest Auto Corp
355 Portland Ave
Rochester, NY 14605

Quote

Date	Quote #
6/5/2025	102

Name / Address
Town of Irondequoit JFRANCO@IRONDEQUOIT.GOV

			Project
Description	Qty	Rate	Total
2022 Dodge Charger Vin#2C3CDXKG2NH153958	1	16,500.00	16,500.00
NYS Inspection Fee	1	21.00	21.00
		Subtotal	\$16,521.00
		Sales Tax (8.0%)	\$0.00
		Total	\$16,521.00

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE LEASE OF TOWN 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 17th day of June, 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 & Moring	Attorney for the Town
---	-----------------------

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

WHEREAS, the Town of Irondequoit has had a lease with the United States Government regarding the use of a parking lot for the Rochester Border Patrol Station located in Irondequoit, New York at 180 Pattonwood Drive; and

WHEREAS, the Town of Irondequoit and the United States Government desire to continue said lease for an additional one (1) year term with five (5) annual automatic renewals options; and

WHEREAS, the annual amount of rent charged for the 8,300 square feet of parking lot is \$23,004.

WHEREAS, the Town Board determined that the Project is a Type II action pursuant to 6 NYCRR § 617.5(c)(32) (license, lease and permit renewals, or transfers of ownership thereof, where there will be no material change in permit conditions or the scope of permitted activities) and therefore no further review is needed pursuant to the New York State Environmental Quality Review Act (6 NYCRR § 617.5(a)).

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the lease of a parking lot located at 180 Pattonwood Drive, Rochester, NY 14617 to the United States Government for a period of one (1) year with five (5) annual automatic renewals options with an annual rent amount of \$23,004.

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

AND, BE IT FURTHER RESOLVED, this resolution is subject to a permissive referendum. That within ten (10) days after its adoption, the Clerk, and in the same manner as is provided for notice of special election, shall publish notice of the passage of this Resolution in the official newspaper of the Town of Irondequoit. Such notice shall specify the date of the adoption of the Resolution, an abstract of the resolution, and shall specify that the Resolution was adopted subject to a permissive referendum.

This resolution shall take effect thirty (30) days after its adoption or until approved by the affirmative vote of a majority of the qualified electors of such town or district affected, voting on such proposition, if a petition, as prescribed by Town Law Section 91 is duly filed with the clerk protesting against this resolution and requesting a referendum as is prescribed in said section of said law.

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	_____

U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)	1. LEASE NUMBER HSBP-7225-L-DA1643
---	---------------------------------------

PART I - OFFER (Offeror completes Section A and C; Government shall complete Section B)

NOTE: All offers are subject to the terms and conditions outlined in Request for Lease Proposals No. -----n/a-----, Supplemental Lease Requirements document, General Clauses (GSA Form 3517A) and ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (3518-SAM).

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING <i>(Include ZIP Code)</i> 8,300 rentable square feet of asphalt paved parking lot to accommodate at least 16 vehicles located in Town of Irondequoit, New York at: 180 Pattonwood Drive (northeast corner of Pattonwood Drive and Marina Drive) Rochester, New York, 14617	2. LOCATION(S) IN BUILDING <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;"> a. FLOOR(S) 8,300 RSF Surface parking area </td> <td style="width: 50%; border-bottom: 1px solid black;"> b. ROOM NUMBER(S) n/a </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> c. SQ. FT. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">RENTABLE</td> <td style="width: 50%; text-align: right;">8300</td> </tr> <tr> <td>ABOA</td> <td style="text-align: right;">8300</td> </tr> <tr> <td>Common Area Factor</td> <td style="text-align: right;">0</td> </tr> </table> </td> <td style="border-bottom: 1px solid black;"> d. TYPE ☐ GENERAL OFFICE ☒ OTHER <i>(Specify)</i> ☐ WAREHOUSE <u>Parking land</u> </td> </tr> </table>	a. FLOOR(S) 8,300 RSF Surface parking area	b. ROOM NUMBER(S) n/a	c. SQ. FT. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">RENTABLE</td> <td style="width: 50%; text-align: right;">8300</td> </tr> <tr> <td>ABOA</td> <td style="text-align: right;">8300</td> </tr> <tr> <td>Common Area Factor</td> <td style="text-align: right;">0</td> </tr> </table>	RENTABLE	8300	ABOA	8300	Common Area Factor	0	d. TYPE ☐ GENERAL OFFICE ☒ OTHER <i>(Specify)</i> ☐ WAREHOUSE <u>Parking land</u>
a. FLOOR(S) 8,300 RSF Surface parking area	b. ROOM NUMBER(S) n/a										
c. SQ. FT. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">RENTABLE</td> <td style="width: 50%; text-align: right;">8300</td> </tr> <tr> <td>ABOA</td> <td style="text-align: right;">8300</td> </tr> <tr> <td>Common Area Factor</td> <td style="text-align: right;">0</td> </tr> </table>	RENTABLE	8300	ABOA	8300	Common Area Factor	0	d. TYPE ☐ GENERAL OFFICE ☒ OTHER <i>(Specify)</i> ☐ WAREHOUSE <u>Parking land</u>				
RENTABLE	8300										
ABOA	8300										
Common Area Factor	0										

B. TERM

3a. To Have and to Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of 1 Years, 1 Years Firm, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

b. This Lease may be renewed at the option of the Government for a term of up to 5 YEARS at the rental rate(s) set forth below, provided notice is given to the Lessor at least 0 days before the end of the original Lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

5a. AMOUNT OF ANNUAL RENT	5b. RATE PER MONTH	5c. HVAC OVERTIME RATE PER HOUR	5d. ADJUSTMENT FOR VACANT PREMISES RATE (\$/ABOA SF/YEAR)
\$23,004	1,916.67	n/a- Lot is 24 hours	not applicable (n/a)
OFFICE SPACE	FIRM TERM (\$/RSF/YEAR)	NON-FIRM TERM (\$/RSF/YEAR)	RENEWAL TERM (\$/RSF/YEAR)
Land for surface parking only	1 year	See terms for rent and renewal below	automatic 1 year renewals
6a. BUILDING SHELL RENT (INCL. REAL ESTATE TAXES)	6b. \$ (n/a)	6c. \$ (n/a)	6d. \$ (n/a)
7a. OPERATING RENT	7b. \$ (n/a)		
8a. TURNKEY TENANT IMPROVEMENT RENT <i>(See blocks 11 and 12 below for additional breakdown of cost and amortization rate)</i>	8b. \$ (n/a)		
9a. BUILDING SPECIFIC AMORTIZED CAPITAL (IF APPLICABLE)	9b. \$ (n/a)		
10a. TOTAL RENT	10b. \$ 1833.33	10c. \$ (n/a)	
11. TENANT IMPROVEMENT COSTS		12. INTEREST RATE TO AMORTIZE TENANT IMPROVEMENTS	
0		(n/a)	

13. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING

☐ OWNER ☒ AUTHORIZED AGENT ☐ OTHER *(Specify)*

13a. NAME OF OWNER OR AUTHORIZED AGENT <i>(Type or Print)</i> David Seeley	13b. TITLE OF PERSON SIGNING Town Supervisor
13c. SIGNATURE OF OWNER OR AUTHORIZED AGENT	13d. DATE

PART II - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Supplemental Lease Requirements, (c) Security Requirements, (d) Agency Specific Requirements, (e) Floor Plan delineating the Premises, (f) GSA Form 3517A, General Clauses (Acquisition of Leasehold Interests in Real Property \$150,000 or Less), (g) GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisition of Leasehold Interests in Real Property) and (h) the following building improvements, changes or additions made or agreed to by you (for example, energy efficiency and conservation improvements, ABAAS upgrades, Seismic Form C - Building Retrofit or New Construction PreAward Commitment (if applicable)):

these document listed above (paragraph 1) are only included if applicable.

This Lease is made and entered into between Town of Irondequoit (Lessor), whose principal place of business address is

Attn: Commissioner of Public Works.
1280 Titus Ave.
Rochester, NY 14617

and whose interest in the Property described herein is that of Fee Owner, and The United States of America (Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

180 Pattonwood Drive, (northeast corner of Pattonwood Drive and Marina Drive)
Town of Irondequoit
Rochester, New York 14617

LEASE TERM and COMMENCEMENT DATE:

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of 1 year firm with 5 annual automatic renewal options with termination rights if given 120 days notice after firm term.

RENEWAL OPTIONS: Lease is automatically renewed through an affirmative act by the Government. The Government shall exercise its renewal rights within the existing lease, at the agreed upon rental rate, by any act that demonstrates a continuing need for the lease such as continuing rent payments as scheduled, or written notification of the continuing need or email communication between both the Government Contracting Officer and the Lessor and/or Lessor's representative with regards to the continuing need of the existing leased space.

COMMENCEMENT DATE: This lease is subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, is February 1, 2024 with a possible termination date no later than January 31, 2029.

SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein, to include SECTION 1 GENERAL TERMS, CONDITIONS, AND STANDARDS {7 pages}, by their signatures to be effective as of the date of delivery of the fully executed Lease to the Lessor.

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AN AUTHORIZED LEASE CONTRACTING OFFICER.

3a. NAME OF LEASE CONTRACTING OFFICER (Type or Print)

3b. SIGNATURE OF LEASE CONTRACTING OFFICER

3c. DATE

180 Pattonwood Drive ,(northeast corner of Pattonwood Drive and Marina Drive)
Rochester, New York

SECTION 1 GENERAL TERMS, CONDITIONS, AND STANDARDS

1.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.

B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.

C. Building. Building(s) situated on the Property in which the Premises are located.

D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."

E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $[(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}]$. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.

F. Contract. "Contract" shall mean this Lease.

G. Contractor. "Contractor" shall mean Lessor.

H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.

I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1..

J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.

K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.

L. Lease Term Commencement Date. The date on which the lease term commences.

M. Lease Award Date. The date the LCO executes the Lease and mailing or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).

N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.

O. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.

P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.

Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.

R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.

S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

1.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice without an express delegation by the prior LCO.

1.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$250,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

1.04 WAIVER OF RESTORATION (OCT 2018)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

1.05 PAYMENT OF BROKER (JUL 2011)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

1.06 CHANGE OF OWNERSHIP (SIMPLIFIED) (OCT 2018)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor is not in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM.

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall not commence until the Government has received all information reasonably required by the LCO under sub-paragraph- D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. .

1.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual

lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

1.08 ADJUSTMENT FOR VACANT PREMISES (SIMPLIFIED) (OCT 2017)

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the attached 1364A.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space.

C. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

1.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

1.10 FIRE AND CASUALTY DAMAGE (SIMPLIFIED LEASE) (SEP 2011)

If the Building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the Building in which the Premises are located is only partially destroyed or damaged, so as to render the Premises untenantable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **180 days** from the event of destruction or damage, to repair or restore the Premises, if the Lessor submits to the Government a reasonable schedule for repair of the Premises within **30 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **180 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party. This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct.

1.11 DEFAULT BY LESSOR (APR 2012)

A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

- (i) Circumstances within the Lessor's control;
- (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
- (iii) The condition of the Property;
- (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
- (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

1.12 INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

1.13 MUTUALITY OF OBLIGATION (SIMPLIFIED) (APR 2011)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and perform such other obligations as may be specified herein, are interdependent.

1.14 CHANGES (SIMPLIFIED) (SEP 2011)

A. The LCO may at any time, by written order, direct changes to the TIs within the Space, Building Security Requirements, or the services required under the Lease.

B. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- 1. An adjustment of the delivery date;
- 2. An equitable adjustment in the rental rate; or
- 3. A lump sum equitable adjustment.

C. The Lessor shall assert its right to an amendment under this clause within **30 days** from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.

D. Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause.

1.15 COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

1.16 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (APR 2015)

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

1.17 CLAUSES INCORPORATED BY REFERENCE (SIMPLIFIED) (APR 2015)

This Lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. All dollar thresholds set forth below refer to Total Contract Value, or the total of all gross rental payments to be made during the initial term of the Lease plus any options. All citations to the FAR or GSAR are provided for convenience of reference, and shall not be understood as subjecting this Lease to any provision of the FAR or GSAR except to the extent that clauses prescribed by the FAR or GSAR are expressly incorporated into this Lease.

1. FAR 52.204-7, SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
2. FAR 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015) (Applicable if over \$30,000 total contract value.)
3. FAR 52.204-13, SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
4. FAR 52.209-6, PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015) (Applicable to Leases over \$35,000 total contract value.)
5. FAR 52.215-10, PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$750,000.)
6. FAR 52.215-12, SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) (Applicable when the clause at FAR 52.215 10 is applicable.)
7. FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015) (Applicable to Leases over \$700,000 total contract value.)
8. FAR 52.219-16, LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) (Applicable to Leases over \$700,000 total contract value.)
9. FAR 52.219-28, POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013) (Applicable to Leases exceeding the micro-purchase threshold.)
10. FAR 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
11. FAR 52.222-26, EQUAL OPPORTUNITY (APR 2015)
12. FAR 52.222-35, EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (Applicable to Leases \$150,000 or more, total contract value.)
13. FAR 52.222-36, EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) (Applicable to Leases over \$15,000 total contract value.)
14. FAR 52.222-37, EMPLOYMENT REPORTS ON VETERANS (FEB 2016) (Applicable to Leases \$150,000 or more, total contract value.)
15. FAR 52.223-6, DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
16. FAR 52.232-23, ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to Leases over the micro-purchase threshold.)
17. FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
18. FAR 52.233-1, DISPUTES (MAY 2014)
19. GSAR 552.215-70, EXAMINATION OF RECORDS BY GSA (FEB 1996)
20. GSAR 552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005) Alternate I (SEP 1999) (Applicable to leases over \$700,000 total contract value.)
21. GSAR 552.270 20, PAYMENT (SEP 1999)
22. GSAR 552.270-25, SUBSTITUTION OF TENANT AGENCY (SEP 1999)
23. GSAR 552.270-31, PROMPT PAYMENT (JUN 2011)

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

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 17th day of June, 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 & Moring	Attorney for the Town
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Town Board Member _____ offered the following resolution and moved its adoption:

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

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

WHEREAS, the Town has the available manpower, machinery, and expertise to provide services to the Sea Breeze Fire District (the "District") for the repair and maintenance of District equipment and infrastructure; and

WHEREAS, the District is desirous of contracting with the Town to repair and maintain District equipment, infrastructure, facilities, and grounds on an as-needed basis, including but not limited to:

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

(the "Cooperative Services"); and

WHEREAS, the Town Board determines that the Cooperative Services are all Type II actions pursuant to 6 NYCRR § 617.5(c)(1) (maintenance or repair involving no substantial changes in

an existing structure or facility); (6) (maintenance of existing landscaping or natural growth); and (11) (extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list) and therefore no further review is needed pursuant to the New York State Environmental Quality Review Act (6 NYCRR § 617.5(a)); and

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

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

This resolution shall take effect immediately upon its adoption.

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

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

**INTERMUNICIPAL AGREEMENT
FOR PAVEMENT MARKING SERVICES**

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, between the **TOWN OF IRONDEQUOIT**, a municipal corporation, having its offices at 1280 Titus Avenue, Rochester, New York 14617 (the “Town”) and the Sea Breeze Fire District, a fire district, having offices at 4657 Culver Rd, Rochester, NY 14622 (the “District”).

WITNESSETH:

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

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

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

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

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

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

1. Scope of Services: The Town hereby agrees to provide services to repair and maintain District equipment, infrastructure, facilities, and grounds on an as-needed basis, including but not limited to:

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

2. Payment for Services: The District hereby agrees to pay the Town for all of its expenses incurred in performing the services hereunder, including but not limited to the pro-rata cost of the Town employees' fringe labor rate, equipment fees and equipment rates, flat fees and/or tipping fees customarily charged by the Town for any of the services contemplated hereunder, and other costs and changes. The District shall pay the Town within thirty (30) days from the date the Town delivers an invoice for any work performed under this Agreement. The Commissioner of Public Works/Superintendent of the Highways will work directly with the Point Pleasant Fire District Chairman of Commission at the District with regard to the scheduling, budgeting, and performance of all work under this contract.

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

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

5. Indemnification: Pursuant to N.Y. Gen. Mun. Law § 119-o(3)(b), the District shall be liable and responsible to the Town for any loss of or damage to equipment employed in provision of the services or use of supplies upon provision of such services under this Agreement. The District further agrees to indemnify, defend and hold the Town harmless from and against all liabilities, losses, causes of action, damages, expenses, claims, suits and actions ("**Claim**") related to the District's and/or the District's representatives, employees, and invitees, and/or the general public's use of the area(s) benefited by this Agreement, except to the extent that any such Claim is caused by the negligence or misconduct of the Town.

6. Authority for Execution on Behalf of the Town: The Supervisor has executed this Agreement pursuant to a resolution adopted by the Town Board of the Town of Irondequoit, at a meeting held on June 17, 2025, Andrae Evans, Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument may be executed in duplicate.

7. Authority for Execution on Behalf of the District: The District has executed this Agreement pursuant to a resolution adopted by the Board of Commissioners for the Fire District, at a meeting held on June 9, 2025. Charlie Casadonee, Chairman of Commission, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the District. This instrument may be executed in duplicate.

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

To the Town:

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

To the District:

Chairman of the Board
4657 Culver Road
Rochester, New York 14622

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

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

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

TOWN OF IRONDEQUOIT

Sea Breeze Fire District

By: _____

By: _____

Name: _____

Name: Charles Casadonee

Title: _____

Title: Chairman of the Board

Date: _____

Date: _____

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION TO PURCHASE EMERGENCY VALVE REPLACEMENT FOR
SUMMERVILLE PUMP STATION**

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 17th day of June 2025, at 7:00 p.m. local time. there were

PRESENT:

Andrae' Evans
Ann Cunningham
Grant Malone
John Perticone
Peter Wehner

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

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 operates and maintains various sanitary sewer pump stations throughout town; and

WHEREAS, the Summerville Pump Station is in need of an emergency valve replacement to continue to operate properly; and

WHEREAS, the expense for said replacement valve is estimated to be \$18,000. Monies for this expense is available in the Consolidated Sanitary Sewer Fund Balance.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby approves the purchase of emergency valve replacement for Summerville Pump Station in the amount of \$18,000.

AND BE IT FURTHER RESOLVED, that funds for said emergency valve will be paid by the Consolidated Sanitary Sewer District Fund Balance.

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 ADOPTING A
RESOLUTION AUTHORIZING THE TOWN CLERK AS MARRIAGE OFFICER**

At the workshop 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 9th day of June 2025 at 4:00 P.M. local time, there were:

PRESENT:

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

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

WHEREAS, pursuant to Article 3, Section 11-c of the New York Domestic Relations Law, a Public Official may be appointed as a Marriage Officer by the governing body of any Village, Town or City; and

WHEREAS, Irondequoit Town Clerk, Latasha Elder has had requests to perform marriage ceremonies from residents and others who do not want a member of the clergy or the courts to solemnize a marriage; and

WHEREAS, the Town Board of the Town of Irondequoit would like to offer the greatest flexibility to our residents and their families; and

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the provisions of such Section 11-c of the Domestic Relations Law, Latasha Elder, Town Clerk is hereby appointed a Marriage Officer for the Town of Irondequoit; and be it further

RESOLVED, that this appointment shall take effect on June 10, 2025, through December 31, 2025; and

BE IT FURTHER RESOLVED, that Town Clerk Elder shall receive no additional salary for said position, however, she may accept remuneration up to \$75.00 per ceremony at any

ceremony at which she officiates in accordance with Article 3, Section 11-c of the New York Domestic Relations Law provided the ceremony is not performed during normal Town business hours.

This resolution shall take effect immediately upon its adoption.

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

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

PENFIELD TOWN BOARD RESOLUTION NO. 121-140

DATE June 6, 2012

BY Councilman Moore

Law & Finance Committee

NAME Appointment of Penfield Town Clerk, Amy M. Steklof, as Marriage Officer

WHEREAS, Pursuant to Article 3, Section 11-c of the New York Domestic Relations Law, a Public Official may be appointed as a Marriage Officer by the governing body of any Village, Town or City; and

WHEREAS, Penfield Town Clerk, Amy M. Steklof has had requests to perform marriage ceremonies from residents and others who do not want a member of the clergy or the courts to solemnize a marriage; and

WHEREAS, the Town Board of the Town of Penfield would like to offer the greatest flexibility to our residents and their families; and

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to the provisions of such Section 11-c of the Domestic Relations Law, Amy M. Steklof, Town Clerk is hereby appointed a Marriage Officer for the Town of Penfield; and be it further

RESOLVED, that this appointment shall take effect on June 7, 2012, through December 31, 2013; and

BE IT FURTHER RESOLVED, that Town Clerk Steklof shall receive no additional salary for said position, however, she may accept remuneration up to \$75.00 per ceremony at any ceremony at which she officiates in accordance with Article 3, Section 11-c of the New York Domestic Relations Law provided the ceremony is not performed during normal Town business hours.

Moved:	<u>Moore</u>	
Seconded:	<u>Kohl</u>	
Vote:	Kohl	<u>Aye</u>
	LaFountain	<u>Aye</u>
	Metzler	<u>Aye</u>
	Moore	<u>Aye</u>
	Quinn	<u>Aye</u>

FILED
PENFIELD, N.Y.
2012 JUN -1 AM 11:59
AMY M. STEKLOF
TOWN CLERK



FIND YOUR SENATOR

Marriage officers

Domestic Relations (DOM)

CHAPTER 14, ARTICLE 3

§ 11-c. Marriage officers. 1. Notwithstanding the provisions of section eleven of this article or any other law, the governing body of any village, town, or city may appoint one or more marriage officers who shall have the authority to solemnize a marriage which marriage shall be valid if performed in accordance with other provisions of law. Nothing herein contained shall nullify the authority of other persons authorized to solemnize marriages.

2. The number of such marriage officers appointed for a municipality





FIND YOUR SENATOR

the appointment.

3. A marriage officer may receive a salary or wage in an amount to be determined by the governing body of the municipality which appoints him or her. In the event that a marriage officer receives a salary or wage, he or she shall not receive any remuneration or consideration from any other source for performing his or her duties. In the event that a marriage officer does not receive a salary or wage, he or she may accept and keep up to seventy-five dollars for each marriage at which he or she officiates, paid by or on behalf of the persons married.

4. The term of office of a marriage officer shall be as determined by

authority and may be removed from office





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the marriage officer.

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION APPROVING A SPECIAL EVENT LICENSE FOR THE
IRONDEQUOIT LITTLE LEAGUE END OF THE YEAR CELEBRATION**

At a Regular Town Board 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 17th day of June at 7:00 p.m. local time, there were:

PRESENT:	Andraé Evans	Town Supervisor
	Ann Cunningham	Town Board Member
	Grant Malone	Town Board Member
	John Perticone	Town Board Member
	Peter Wehner	Deputy Supervisor
	McConville Considine Cooman & Morin	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 Irondequoit Little League ("ILL") seeking permission to conduct its End of The Year Celebration; and

WHEREAS, ILL proposes that the Celebration will be held on June 21, 2025, beginning at 4:30 p.m. and ending at 7:00 p.m. at the Irondequoit baseball fields; and

WHEREAS, ILL's proof of current insurance, which expires on January 1, 2026, has been received and approved by the Town's insurance carrier; and

WHEREAS, Blue Apple Productions will be providing a dunk tank, proof of current insurance, which expires on January 1, 2026, is pending approval by the Town's insurance carrier.

WHEREAS, Blue Concessions Group will be providing a slushies, proof of current insurance, which expires on February 4, 2026, is pending approval by the Town's insurance carrier.

WHEREAS, Dave's Café will be providing food, proof of current insurance, which expires on January 1, 2026, is pending approval by the Town's insurance carrier.

WHEREAS, the parking lot to the baseball fields will be blocked off; and

WHEREAS, the nature and scope of the event will be advertised via email

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the ILL's application for a Special Event License to conduct the Irondequoit Little League End of the Year Celebration on Saturday, June 21, 2025, pending receipt of all approvals.

This resolution shall take effect immediately upon its adoption.

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

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

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR FIDELLO PALERMO
WISHING TO HOLD A BLOCK PARTY/ EVENT**

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 17th day of June 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 Special Events, Block Party and Sound Amplifying applications from Fidello Palermo wishing to hold a block party/event; and

WHEREAS, these events will be conducted on the street from 54 Kings Gate North to 76 Kings Gate North, Rochester, NY 14617; and

WHEREAS, the event will take place on July 4th, 2025, from 10:00am to 10:00pm; and

WHEREAS, proof of insurance which expires on July 5, 2025, is pending approval by the Town's insurance carrier.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the Special Event License, the Block Party application and the Sound Amplifying application for Fidello Palermo to conduct his block party/ event, beginning on July 4th, 2025 at 10:00am and ending on July 4th, 2025, at 10:00pm on the condition that Mr. Palermo notifies all affected residents before the event.

This resolution shall take effect immediately upon its adoption.

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

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