a town for a lifetime
IRONDEQUOIT New York

REGULAR TOWN BOARD MEETING

JULY 22, 2025

7:00 PM

AGENDA

07/17/2025 10:57 AM

PLEDGE OF ALLEGIANCE

ROLL CALL

SUPERVISOR'S REMARKS & ANNOUNCEMENTS

PRESENTATION(S)

Historic Preservation Board

USA-Ukraine Student Book (Tamara Denysenko)

Passing of Former Town Historian Patricia Wayne (Christopher Brandt)

PROCLAMATION(S)

PUBLIC INPUT

FINANCIAL REPORT

APPROVAL OF MINUTES

June 9, 2025 Workshop Town Board Meeting Minutes

June 17, 2025 Regular Town Board Meeting Minutes

PUBLIC HEARINGS:

7:35 PM

07PH2025-1 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

07PH-1 **Resolution** Regarding State Environmental Quality Review Act Compliance in the Matter of Rezoning 31 Dozier Lane, Tax ID: 092.07-1-85 from R-1 Residential to RRPDD – Ridge Road Planned Development District

07PH-2 **Resolution** Approving an Application on the Matter of Rezoning 31 Dozier Lane from R-1 Residential to RRPDD-Ridge Road Planned Development District

7:36 PM

07PH2025-2 On the matter of rezoning 1776, 1750, 1732, 1720 & 1710 Hudson Ave from R-1 Residential & M-Manufacturing Districts to R-5 Residential District

07PH-3 **Resolution** Regarding State Environmental Quality Review Act Compliance, in the Matter of Rezoning 1776, 1750, 1732, 1720 & 1710 Hudson Ave from R-1 Residential & M-Manufacturing Districts to R-5 Residential District

07PH-4 **Resolution** Approving an application on the Matter of Rezoning 1776, 1750, 1732, 1720 & 1710 Hudson Ave from R-1 Residential & M-Manufacturing Districts to R-5 Residential District

ITEM(S) FOR BOARD ACTION:

Appointments:

07A2025-1 **Resolution** Authorizing the Appointment of Three Full-Time Laborers in the Irondequoit Public Works Department

07A2025-2 **Resolution** Authorizing the Permanent Appointment of a Drafting Technician

07A2025-3 **Resolution** Authorizing the Permanent Appointment of An Office Clerk III

07A2025-4 **Resolution** Authorizing the Permanent Appointment of a Senior Dispatcher

Community Development:

07A2025-5 **Resolution** Calling of a Public Hearing on a Proposed Local Law to Amend the Historic Preservation Law of the Town of Irondequoit

07A2025-6 **Resolution** Authorizing LaBella Associates to assist with a Competitive New York Forward Grant Application

07A2025-7 **Resolution** Calling of a Public Hearing on a Proposed Local Law to Amend Town Code Chapter 235 Regarding Short Term Rentals

Comptroller:

07A2025-8 **Resolution** Authorizing an Agreement with Lifespan of Greater Rochester, Inc. for the “Home Safe Home for Seniors” Program of Support Services to the Elderly as Approved Through the Community Development Block Grant during August 1, 2025 through July 31, 2026

07A2025-9 **Resolution** Authorizing an Agreement with Lifespan of Greater Rochester, Inc. for Transportation Services to the Elderly as Approved Through the Community Development Block Grant during August 1, 2025 through July 31, 2026

07A2025-10 **Resolution** Authorizing an Agreement with the Irondequoit Community Cupboard to provide Healthy Food Choices to Low-Income Residents as Approved Through the Community Development Block Grant during August 1, 2025 through July 31, 2026

07A2025-11 **Resolution** Authorizing an Agreement with the Housing Council at Pathstone for Housing Counseling Services to Low- and Moderate-Income residents as Approved Through the Community Development Block Grant during August 1, 2025 through July 31, 2026

07A2025-12 **Resolution** Authorizing an Agreement with the Catholic Family Center for Non-Medical Home Support Services to the Elderly as Approved Through the Community Development Block Grant during August 1, 2025 through July 31, 2026

07A2025-13 **Resolution** Authorizing Capital Lease Financing with M & T Bank for One Bucket Tree Truck for the Bureau of Public Works

Police:

07A2025-14 **Resolution** Authorizing the Acceptance of a Monetary Gift from Ridge Donut for the Officer Wellness Program within the Irondequoit Police Department

07A2025-15 **Resolution** Authorizing the Acceptance of a Monetary Gift from Italeo Inc. for the Officer Wellness Program within the Irondequoit Police Department

Public Works:

07A2025-16 **Resolution** Calling for a Public Hearing to Amend Article VII of Chapter 222 of the Code of the Town of Irondequoit Relating to Installation of No Left Turn Signs

Recreation:

07A2025-17 Resolution Authorizing the Recreation Department to make a Donation of Proceeds from Classic Car Cruise Inc.

Town Clerk:

07A2025-18 Resolution Approving the Special Event License for the St. Josaphat's Ukrainian Catholic Church Annual Ukrainian Festival

07A2025-19 Resolution Approving the Special Event License for Bert Gallmon to Conduct a Triathlon

07A2025-20 Resolution Authorizing the Expansion of McDonald's Current Hours

07A2025-21 Resolution Approving a Refund of Special Events Application Fee

07A2025-22 Resolution Approving the Special Event License Application for Hoochenanny Whiskey and Music Festival

Town Board:

07A2025-23 Resolution Designating the Town of Irondequoit as an Age-Friendly Community

Upcoming Meeting:

WORKSHOP MEETING	August 11, 2025	@ 4PM
REGULAR TOWN BOARD MEETING	August 19, 2025	@ 7PM
WORKSHOP MEETING	September 8, 2025	@ 4PM

EXPENSES

Fund	Original Budget	Amended Budget	Cumulative, Year to Month End: Expended	Encumb'd	Available Balance	Percent of Year Elapsed	Percent of Budget Spent & Enc'brd
				14,163,433			
A001 General (includes cemetery)	27,425,985	27,668,985	13,074,733	1,088,700	13,505,552	50.0%	51.2%
percent of amended budget			47.3%	3.9%	48.8%		
L005 Library	2,912,281	2,912,281	1,481,714	4,012	1,426,555	50.0%	51.0%
percent of amended budget			50.9%	0.1%	49.0%		
DA21 Highway # 1, Road Impvts.	3,678,544	3,678,544	1,751,605	1,205,527	721,412	50.0%	80.4%
percent of amended budget			47.6%	32.8%	19.6%		
DA23 Highway # 3, Equipment Maint.	1,165,260	1,165,260	577,652	87,120	500,488	50.0%	57.0%
percent of amended budget			49.6%	7.5%	43.0%		
DA24 Highway # 4, ROW / Winter	1,136,861	1,136,861	395,822	74,666	666,373	50.0%	41.4%
percent of amended budget			34.8%	6.6%	58.6%		
SS31 Consolidated San. Sewer Dist.	3,952,116	3,952,116	1,467,654	106,186	2,378,276	50.0%	39.8%
percent of amended budget			37.1%	2.7%	60.2%		
SD38 Stormwater Drainage Dist.	983,012	983,012	245,753	47,363	689,896	50.0%	29.8%
percent of amended budget			25.0%	4.8%	70.2%		
SS32 Bayshore Blvd Sewer District	9,365	9,365	0	0	9,365	50.0%	0.0%
percent of amended budget			0.0%	0.0%	100.0%		
SS36 LaSalle Landing Sewer District	136	136	272	0	-136	50.0%	200.0%
percent of amended budget			200.0%	0.0%	-100.0%		
SS39 Rock Beach San. Sewer Dist.	7,698	7,698	249	0	7,449	50.0%	3.2%
percent of amended budget			3.2%	0.0%	96.8%		
SS40 Orland Road San. Sewer Dist.	16,524	16,524	1,262	0	15,262	50.0%	7.6%
percent of amended budget			7.6%	0.0%	92.4%		
SW51 Sea Breeze Water District	1,257,191	1,257,191	579,045	0	678,147	50.0%	46.1%
percent of amended budget			46.1%	0.0%	53.9%		
SL71 - SL98 Lighting Districts	21,330	21,330	14,932	0	6,398	50.0%	70.0%
percent of amended budget			70.0%	0.0%	30.0%		
TOTAL	42,566,303	42,809,303	19,590,693	2,613,573	20,605,037	50.0%	51.9%
				22,204,266			
Percent of Amended Budget Spent			45.8%				
Percent of Amended Budget Encumbered				6.1%			
Total Percent Spent & Encumbered							51.9%
Tax Levy Sensitive	36,328,432	36,571,432	17,281,798	2,460,024	16,829,609	50.0%	54.0%
Total Spent + Encumbered		19,741,823	47.3%	6.7%	46.0%		54.0%

5,980,665 | 2,725,079 | 45.6% | 1,367,313 | 22.8% | 68.4%

REVENUES

Fund	Original Budget	Amended Budget	Cumulative Receipts Through This Month	Balance to be Received	Percent of Real Estate Tax	Percent of Year Elapsed	Percent of Revenue Received
A001 General:							
Real Estate Tax (A001-410010)	13,010,649	13,010,649	13,010,649	0	67.2%		100.0%
Payment In Lieu of Tax (A001-410811/12)	283,641	283,641	300,505	-16,864			105.9%
Sales Tax (A001-411200)	7,000,000	7,000,000	1,175,714	5,824,286			16.8%
Per Capita State Aid (A001-430010)	613,283	613,283	0	613,283			0.0%
Mortgage Tax (A001-430050)	990,000	990,000	173,179	816,821			17.5%
Interest Earnings (A001-424010)	33,000	33,000	101,610	-68,610			307.9%
Franchise Cable TV (A001-411700)	604,000	604,000	-3,320	607,320			-0.5%
Recreation Program Fees (A001-420010)	765,000	765,000	585,371	179,629			76.5%
Cemetery Revenues(A001-421900/426650)	167,000	167,000	67,969	99,031			40.7%
Fines & Bail Forfeitures (A001-426100)	101,000	101,000	41,612	59,388			41.2%
Other Sources of Revenue	2,358,412	2,403,412	1,145,287	1,258,125			47.7%
Appropriated Fund Balance	1,500,000	1,500,000	1,500,000	0			
Total, Revenue & Fund Balance	27,425,985	27,470,985	18,098,576	9,372,409		50.0%	65.9%

Fund	Original Budget	Amended Budget	Cumulative Receipts as of This Month	Balance to be Received	Percent of Real Estate Tax	Percent of Year Elapsed	Percent of Revenue Received
L005 Library							
Real Estate Tax	2,793,421	2,793,421	2,793,421	0	14.4%		100.0%
Other Sources of Revenue	118,860	118,860	49,368	69,492			41.5%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	2,912,281	2,912,281	2,842,789	69,492		50.0%	97.6%
DA21, DA23, DA24 Highway Funds							
Real Estate Tax	3,562,155	3,562,155	3,562,155	0	18.4%		100.0%
All Other Sources	1,918,510	1,918,510	618,529	1,299,981			32.2%
Appropriated Fund Balance	500,000	500,000	500,000	0			
Total, Revenue & Fund Balance	5,980,665	5,980,665	4,680,684	1,299,981		50.0%	78.3%
SS31 Consolidated San. Sewer District							
Sewer Service Charges	3,449,180	3,449,180	3,449,180	0			100.0%
Other Sources of Revenue	152,936	152,936	23,304	129,632			15.2%
Appropriated Fund Balance	350,000	350,000	350,000	0			
Total, Revenue & Fund Balance	3,952,116	3,952,116	3,822,484	129,632		50.0%	96.7%
SD38 Stormwater Drainage District							
District Service Charges	970,012	970,012	970,012	0			100.0%
Other Sources of Revenue	13,000	13,000	3,250	9,750			25.0%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	983,012	983,012	973,262	9,750		50.0%	99.0%
SS32 Bayshore Blvd Sewer District							
District Capital Charges	9,365	9,365	9,365	0			100.0%
Other Sources of Revenue	0	0	0	0			#DIV/0!
Total Revenue	9,365	9,365	9,365	0		50.0%	100.0%
SS36 LaSalle Landing Sewer District							
District Capital Charges	136	136	136	0			100.0%
Other Sources of Revenue	0	0	-26	26			#DIV/0!
Total Revenue	136	136	110	26		50.0%	81.1%
SS39 Rock Beach San. Sewer District							
District Capital Charges	7,698	7,698	7,698	0			100.0%
Other Sources of Revenue	0	0	-22	22			#DIV/0!
Total Revenue	7,698	7,698	7,676	22		50.0%	99.7%
SS40 Orland Road San. Sewer District							
District Capital Charges	16,524	16,524	16,524	0			100.0%
Other Sources of Revenue	0	0	151	-151			#DIV/0!
Total Revenue	16,524	16,524	16,675	-151		50.0%	100.9%
SW51 Sea Breeze Water District							
District Real Estate Tax	43,425	43,425	43,425	0			100.0%
Other Sources of Revenue	1,213,766	1,213,766	340,922	872,844			28.1%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	1,257,191	1,257,191	384,347	872,844		50.0%	30.6%
SL71 - SL98 Lighting Districts							
District Real Estate Tax	21,330	21,330	21,330	0			100.0%
Other Sources of Revenue	0	0	4,488	-4,488			
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	21,330	21,330	25,818	-4,488		50.0%	121.0%
Summary of Revenues and Appropriated Fund Balances							
Real Estate Tax	19,366,225	19,366,225	19,366,225	0	100.0%		100.0%
Special District Real Estate Tax	64,755	64,755	64,755	0			100.0%
Sanitary Sewer Service Charges	3,482,903	3,482,903	3,482,903	0			100.0%
Stormwater District Service Charges	970,012	970,012	970,012	0			100.0%
Other Sources of Revenue	16,332,408	16,377,408	4,627,891	11,749,517			28.3%
TOTAL	40,216,303	40,261,303	28,511,786	11,749,517		50.0%	70.8%
Appropriated Fund Balance	2,350,000	2,350,000	2,350,000	0			100.0%
Grand Total, Revenues and Appropriated Fund Balance	42,566,303	42,611,303	30,861,786	11,749,517			72.4%

Comparison With Prior Year Period

Expenses Fund	6/30/2019 Percent of Budget Spent & Enc'brd	6/30/2020 Percent of Budget Spent & Enc'brd	6/30/2021 Percent of Budget Spent & Enc'brd	6/30/2022 Percent of Budget Spent & Enc'brd	6/30/2023 Percent of Budget Spent & Enc'brd	6/30/2024 Percent of Budget Spent & Enc'brd	6/30/2025 Percent of Budget Spent & Enc'brd
A001 General	48.6%	47.2%	47.2%	47.3%	50.7%	59.0%	51.2%
L005 Library	55.2%	47.5%	46.8%	48.6%	52.1%	48.3%	51.0%
DA21 Highway # 1, Road Impvts.	35.1%	43.7%	65.4%	66.1%	78.5%	44.1%	80.4%
DA23 Highway # 3, Equipt. Maint.	62.1%	62.6%	50.0%	59.6%	59.4%	57.1%	57.0%
DA24 Highway # 4, ROW / Winter	61.1%	57.0%	57.3%	67.1%	59.1%	54.2%	41.4%
SS31 Consolidated Sewer Dist.	50.4%	49.6%	48.8%	49.5%	39.7%	47.3%	39.8%
SD38 Stormwater Drainage Dist.	35.2%	56.2%	38.7%	37.9%	37.9%	31.8%	29.8%
SW51 Sea Breeze Water District	66.4%	36.5%	38.1%	35.0%	38.0%	45.7%	46.1%
was 055 Sea Breeze Fire District	-----	-----	-----	-----	-----	-----	-----
SL71 - SL98 Lighting Districts	100.0%	100.0%	100.0%	104.7%	103.3%	32.2%	70.0%
TOTAL	49.1%	48.1%	49.0%	49.8%	52.0%	54.5%	51.9%

Revenues Fund	Percent of Budget Received	Percent of Budget Received	Percent of Budget Received	Percent of Budget Received	Percent of Budget Received	Percent of Budget Received	Percent of Budget Received
A001 General:							
Real Estate Tax	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Payment In Lieu of Tax	90.0%	91.4%	91.7%	89.3%	97.7%	102.8%	105.9%
Sales Tax	13.6%	16.1%	18.8%	18.5%	22.3%	15.6%	16.8%
Per Capita State Aid	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mortgage Tax	30.5%	30.6%	30.2%	0.0%	0.0%	0.0%	17.5%
Interest Earnings	414.9%	115.6%	13.2%	44.5%	817.3%	83.1%	307.9%
Franchise Cable TV	-0.5%	-0.5%	-0.6%	-0.5%	-0.5%	-0.5%	-0.5%
Recreation Program Fees	75.4%	41.2%	66.7%	45.5%	82.3%	37.5%	76.5%
Cemetery Revenues	42.8%	33.8%	79.3%	46.1%	25.2%	41.8%	40.7%
Fines & Bail Forfeitures	38.1%	28.1%	17.6%	21.0%	22.0%	20.4%	41.2%
Other Sources of Revenue	58.2%	39.4%	36.9%	41.6%	69.8%	50.2%	47.7%
Appropriated Fund Balance	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Subtotal, General Fund	65.9%	63.7%	66.6%	63.3%	70.7%	63.9%	65.9%
Other Funds, "Other Sources" *							
L005 Library	64.0%	40.2%	53.7%	43.6%	54.4%	50.7%	41.5%
DA21, DA23, DA24 Highway Funds	28.3%	33.8%	29.0%	15.0%	14.3%	42.6%	32.2%
SS31 Consolidated San. Sewer District							
Sewer Service Charges	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Other Sources of Revenue	76.7%	83.8%	83.9%	82.9%	24.3%	55.6%	15.2%
SD38 Stormwater Drainage District	26.3%	401.9%	0.7%	0.5%	19.7%	238.6%	25.0%
SW51 Sea Breeze Water District	30.6%	27.5%	26.9%	26.6%	27.0%	26.2%	28.1%
was 055 Sea Breeze Fire District	-----	-----	-----	-----	-----	-----	-----
SL71 - SL98 Lighting Districts							
All Funds, Revenues & App. FB's	73.5%	72.4%	74.2%	71.0%	75.5%	72.2%	72.4%

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

Town Board Meeting Notes

The 2025 financial results as of June 30th: The Town's total expenses of $22,204k represent 51.9% of budget and are slightly higher than the 50% of the year has elapsed. Of the total expensed, $19,591k are actual expenses equating to 45.8% of budget while encumbrances of $2,613k make up the remaining 6.1%. Encumbrances represent commitments for services, supplies, and commodities that will be needed during the year.

The General Fund expenses are slightly above budget at 51.2% or $14,163k. The actual expenditures are $13,075k; and encumbrances are $1,088k (3.9% of budget). Included in the General Fund encumbrances are attorney fees; and contracted expenses throughout the Town, including EMS services.

Collectively, the expenses in the highway funds of $4,092k are higher than the 50% of the year that has elapsed at 68.4%. Actual expenses within the highway funds are $2,725k and encumbrances of $1,367k (22.8%). Encumbrances within the highway funds include paving materials & services and oil & stoning materials, fuel and surface treatment (salt).

Expenditures in the Library are close to budget at $1,486k or 51.0%. Included in the expenses is serial bond payments for the library facility.

The Sewer Fund expenses of $1,574k are at 39.8% of budget. Actual expenses equate to $1,468k and encumbrances of $106k (2.7%) account for the remainder.

Expenses in Stormwater Drainage are approximately 30% of budget—a total of $293k. Actual expenses are $246k (25.0%) while encumbrances account for 4.8%.

Town wide expenses are on par with the 50% of the year elapsed at 51.9% ($22,204k) of budget. Actual expenses (excluding encumbrances) is 45.8% of budget for the town. The three major funds-general, consolidated highway and the sewer fund actual expenses are also below budget. Actual general fund expenditures equate to 47.3% of budget while the highway and sewer actual expenses are 45.6% and 37.1% respectively.

The General Fund has received revenue of $ 18,099k—65.9% of budget. At the end Of June, 100% of real estate tax or $13,011k had been collected. 105.9% of Payment In Lieu Of Tax revenue is in; an additional $25k is due in October. Two months of Sales Tax totaling $1,176k or 16.8% have been received to-date; other major revenue sources such as franchise cable fees, mortgage tax and AIM payments are due later in the year.

The total Town revenue and appropriated fund balance for the 1st half of the year Equate to $30,862k or 72.4%. Real estate taxes across funds are $19,366k .

At month-end, the Library had recorded revenue of $2,843k – 97.6%.
78.3% or $4,681k of revenue has been verified by the Highway funds.
The Sewer Fund has documented $3,822k (96.7%) of revenue.
Stormwater Drainage has received 99.0% of its budgeted revenue—$973k.

Page 3 of this report presents the second quarter year-to-date summary and comparison to the prior 6 years. Regarding expenditures by Fund—which are included on the top third of the page: The percent of total budget spent and encumbered is 51.9% which is comparable with previous years.

The middle third of the page contains the relevant Sources of Revenue for the General Fund and the bottom third of the page are year to date revenue comparisons of the other Funds with the last line reflecting the total collective revenue and fund balance for the Town. The 2025 General Fund revenue of 65.9% is on par with prior years as is the town wide revenue of 72.4%.

Fluctuations occur year to year due to timing of cash receipts.

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

At a workshop meeting of the Town Board of the Town of Irondequoit, held in the Broderick Room at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 9th day of June 2025 at 4:00 P.M, there were:

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

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

Supervisor Evans called the meeting to Order and Pledge was said. Ground rules and emergency guidelines were stated. Town Clerk Latasha Elder called Roll.

SUPERVISOR'S REMARKS: Supervisor Evans mentioned the Flag Day Ceremony on June 14th, the Juneteenth Celebration on June 21st, and recognized that June is National LGBTQ Month.

PRESENTATION: The Bonadio Group did a short presentation on the audit process and their findings of the 2024 audit.

DEPARTMENT HEAD UPDATES:

Court Clerk Kim Kimble: Interviews for Deputy Court Clerk have been completed and working on checking references. Document scanning and shredding have begun.

Assessor Dan Stanford: Tentative roll done. Board of Assessment reviews were light this year.

Director of IT Kevin LaBarr: Busy upgrading infostructure with Microsoft 11. RFP for audio upgrade in Broderick Room has been released.

Director of Community Development Bill Lang: Positive trends with business activity. Gave updates on projects around Town. Seabreeze Park is open. Grass complaints and building permits have increased. Code enforcement officers attended a recertification class in May. Recognized staff for years of service.

Commissioner of Public Works Erin Magee: In the mist of oil and stone season. The Bike Blvd. project has started. It is an effort to get bikers off of busy roads. Working on a trail book that will highlight trails in Town and in other jurisdictions. Monroe County is planning a public open house to look at the redesigning of Thomas Ave on July 15th from 5-7 at St. Paul Fire Exempt Hall. Large sidewalk repairs have been completed. New tree truck has arrived.

Director of Recreation Shannon Grieve: Summer planning in full swing. Weekly markets are held every Thursday from 4-Dust. At last week's market, Pride month was celebrated. June 14th Flag Day Celebration at Town Hall starting at 7pm. Currently planning summer camp programming and hiring staff. July 3rd and 4th Festival coming up.

Chief Scott Peters: Finishing up Spring In-Service. The second suspect was arrested in a homicide case. Officer cleared of charges from March incident. 12 candidates to start the first week of August into Teen Academy. Getting ready for summer festivals that are coming up.

Director of Human Resources Jason Vinette: Working on labor issues. Finishing up deferred comp Bonadio Group. Hiring up to 3 laborers in DPW.

Town Board Member Cunningham: Library Board looking for student representatives. Books purchased with ARPA funds are now in the schools.

Town Clerk Latasha Elder: Business as usual. No longer collecting taxes as of May 31st. All payments now need to go to Monroe County.

Comptroller Diana Marsh: Finalizing the 2024 annual audit with The Bonadio Group. Completing 5-year CDBG Plan. Starting to get into 2026 Budget Prep Season.

Attorney for the Town: Business as usual. Signed contract for Kings Highway purchase. Just waiting on abstract. Working with Planning Board on small cell applications. Template to start the process of short-term rental revisions.

FINANCIAL REPORT: The report was read by Comptroller Diana Marsh and will be reviewed and voted on at the next Regular Town Board meeting on June 17, 2025.

REVIEW OF AGENDA ITEMS FOR THE JUNE 17, 2025 REGULAR TOWN BOARD MEETING:

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

ITEMS FOR BOARD ACTION: NONE

OPEN DISCUSSION TOPICS:
Monroe County Aging Alliance(Common Ground Health) was discussed and will be added as a presentation for the June 17th meeting.

Town Board Member Perticone: Asked if requested daily reports will be done by the Supervisor and if he is going to do the training. Perticone asked where the Town is with the ERASE event. Since there is no MOU, who is responsible for certain services and items.

On a motion made by Councilmember **Perticone,** seconded by Councilmember **Malone,** the Workshop Meeting was adjourned at 5:42 p.m.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted by

Latasha Elder

Latasha Elder, Town Clerk

REGULAR TOWN BOARD MEETING MINUTES JUNE 17, 2025 078

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 **17th day of June 2025** at 7:00 P.M., local time, there were:

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

Others in attendance included Planning and Zoning Coordinator Michelle Nichols, Director of Recreation Shannon Grieve, Commissioner of Public Works Erin Magee, Comptroller Diana Marsh, Chief of Police Scott Peters, Director of Human Resources Jason Vinette, Assessor Dan Stanford, IT Assistant Garrett Miller and Town Clerk Latasha Elder.

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

SUPERVISOR COMMENTS:
Informed the residents regarding the celebration of Juneteenth. Read into record Juneteenth planning operational matrix and a Juneteenth management discussion document.

PRESENTATIONS:
Monroe County Aging Alliance –brief presentation on age friendly and livable communities for all.

Historic Preservation Board - brief presentation on the Pioneer House and the Cobblestone Blacksmith Shop. The Town was presented with plaques for being the owners of these historic landmarks.

The Bonadio Group – brief presentation on the audit results for 2024.

PUBLIC INPUT:

Nick Bytschkow, 22 Kings Gate North, voiced his concerns regarding Kings Gate North 4th of July Special Event Application
Michael Kretovic, 180 Rock Beach Rd, spoke against STRs in the Town
Ben Hac, 4879 Culver Rd, spoke against STRs in the Town
Christina Smith Dell, 31 Schnackel Dr., spoke for STRs in the Town
Rich Chrisner, 492 Gardham, spoke against 5G Towers in the Town
Marsha Enright, 75 Clay Ave, spoke against STRs in the Town
Helen Elam, 79 Culver Rd., spoke regarding STRs in the Town
Rachel Gordon, 140 Superior Road, spoke for STRs in the Town

FINANCIAL REPORT:
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 than 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 are 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 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 the financial report for the month of May 2025.

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

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

APPROVAL OF MINUTES:

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Wehner,** the May 12, 2025 Workshop Town Board Meeting minutes were approved.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

On a motion made by Councilmember **Perticone,** seconded by Councilmember **Malone,** the May 20, 2025 Regular Town Board Meeting minutes were approved.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

ITEMS FOR BOARD ACTION:

Appointments:

06A2025-1 RESOLUTION AUTHORIZING THE PERMANENT APPOINTMENT OF A BUILDING INSPECTOR

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the resolution was adopted approving the permanent appointment of Zackary Reynolds to the title of Building Inspector

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025-113

06A2025-2 RESOLUTION AUTHORIZING THE APPOINTMENT OF A MOTOR EQUIPMENT OPERATOR

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Perticone,** the resolution was adopted approving the appointment of Michael Baldo to the title of Motor Equipment Operator.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025-114

Community Development:

06A2025-3 RESOLUTION AUTHORIZING THE SUPERVISOR TO RENEW IRONDEQUOIT'S INTERMUNICIPAL AGREEMENT (IMA) FOR THE IRONDEQUOIT BAY MANAGEMENT PROJECT COORDINATION COMMITTEE

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the resolution was adopted approving the Supervisor to renew Irondequoit's IMA for the Irondequoit Bay Management Project Coordination Committee.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025-115

06A2025-4 RESOLUTION SUPPORTING THE SUBMISSION OF A SMART GROWTH PLANNING GRANT APPLICATION BY THE TOWN OF IRONDEQUOIT

On a motion made by Councilmember **Cunningham,** seconded by Council member **Wehner,** the resolution was adopted authorizing the Supervisor to support the submission of a 2025 CFA application for the Smart Growth Planning Program.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025- 116

06A2025-5 **RESOLUTION TO SUPPORT THE SUBMISSION OF A 2025 NEW YORK MAIN STREET TECHNICAL ASSISTANCE GRANT APPLICATION**

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

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025-117

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**

On a motion made by Councilmember **Perticone,** seconded by Councilmember **Cunningham,** the resolution was adopted **scheduling a public hearing on this matter on July 22, 2025 as required by New York State Town Law Section 264.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025-118

06A2025-7 **RESOLUTION 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**

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the resolution was adopted **scheduling a public hearing on the matter on July 22, 2025 as required.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025-119

IT:
06A2025-8 **RESOLUTION AUTHORIZING THE PURCHASE OF SECURITY CAMERAS FOR THE POLICE DEPARTMENT AND DPW AND TRANSFER OF FUNDS**

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

Wehner, the resolution was adopted **approving the purchase and installation of security cameras as outlined in the resolution for a total cost of $17,339.66**

and authorizing the transfer of $17,339.66 from the General Fund Balance to A1168100.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution No. 2025-120

06A2025-9 RESOLUTION AUTHORIZING THE CEMETERY PROJECT AND TRANSFER OF FUNDS

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the resolution was adopted approving the Cemetery Project at a total cost not to exceed $22,501.94 and authorizing the transfer of $22,501.94 from the General Fund.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-121

06A2025-10 RESOLUTION AUTHORIZING THE PURCHASE OF LAPTOPS AND TRANSFER OF FUNDS

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the resolution was adopted **hereby approving the purchase of five laptops and five docking stations from Dell Inc. for use by Town departments at a total cost of $6,145.36 and authorizing the transfer of $6,145.36 from the General Fund to IT Projects, Equipment & Capital Outlay A1168100-521300.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-122

06A2025-11 RESOLUTION AUTHORIZING THE PURCHASE OF A SERVER AND TRANSFER OF FUNDS

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the resolution was adopted **approving the purchase of one server from Dell Inc. for use by Town departments at a total cost of $7,230.59 and authorizing the transfer of $7,230.59 from the General Fund to IT Projects Equipment & Capital Outlay A1168100-521300.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-123

Police

06A2025-12 **RESOLUTION AUTHORIZING ATTENDANCE AT CRIMINAL INVESTIGATIONS USING CELLULAR TECHNOLOGIES BASIC 40-HOUR CELLULAR INVESTIGATIONS COURSE**

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Malone,** the resolution was adopted **authorizing Investigator Jamie Coon to attend the Criminal Investigations Using Cellular Technologies Basic 40-hour Cellular Investigations Course, beginning July 1, 2025 and ending July 18, 2025 at a cost of $1,000.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-124

06A2025-13 **RESOLUTION AUTHORIZING ATTENDANCE TO K9 BUILDING SEARCH TACTICS WORKSHOP**

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the resolution was authorizing **K9 Officer Richard Cole and K9 Ollie to attend the Building Search Tactics Workshop with Nick Hodgen of Prospect Canine, being held on June 16, 2025 and ending on June 18, 2025.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-125

06A2025-14 **RESOLUTION AUTHORIZING STOP SIGNS ON SENECA ROAD**

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Perticone,** the resolution was adopted **in order to erect stop signs on Seneca Road, at the intersections of Woodland Street and Rudman Road**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-126

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**

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the resolution was adopted **accepting the grant for the years 2024-2027 and amending the Police Operating budget for the years 2024-**

2027 by appropriating up to $34,000.00 of Grant revenue – Federal Grant-Stonegarden (IPD)

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-127

06A2025-16 RESOLUTION AUTHORIZING THE PURCHASE OF ONE 2022 DODGE CHARGER POLICE INTERCEPTOR TO BE USED BY THE IRONDEQUOIT POLICE DEPARTMENT

On a motion made by Councilmember **Malone,** seconded by Councilmember **Perticone,** the resolution was adopted **approving the purchase of one used 2022 Dodge Charger Police Interceptor from Eastwest Auto Corp., 355 Portland Avenue, Rochester, NY 14605 in the amount of $16,521.00**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-128

Public Works:

06A2025-17 RESOLUTION AUTHORIZING THE LEASE OF TOWN PROPERTY

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Malone,** the resolution was adopted **approving the Lease of a parking lot, located at 180 Pattonwood Drive, Rochester, NY 14617 to the US Government for a period of one year with five annual automatic renewal options with an annual rent amount of $23,004.00.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-129

06A2025-18 RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH SEA BREEZE FIRE DISTRICT

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the resolution was adopted **authorizing the Supervisor to enter into an Intermunicipal Agreement with the Sea Breeze Fire District to perform the Cooperative Services in such form as approved by the Attorney for the Town.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-130

06A2025-19 **RESOLUTION AUTHORIZING THE PURCHASE OF AN EMERGENCY VALVE REPLACEMENT FOR SUMMERVILLE PUMP STATION**

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the resolution was adopted **approving the purchase of an emergency valve replacement for Summerville Pump Station in the amount of $18,000.00, which funds will be paid by the Consolidated Sanitary Sewer District Fund Balance.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-131

Town Clerk

06A2025-20 **RESOLUTION AUTHORIZING THE TOWN CLERK AS MARRIAGE OFFICER**

On a motion made by Councilmember **Malone,** seconded by Councilmember **Wehner,** the resolution was adopted **appointing Town Clerk Latasha Elder as Marriage Officer for the Town of Irondequoit.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-132

06A2025-21 **RESOLUTION APPROVING A SPECIAL EVENT LICENSE FOR THE IRONDEQUOIT LITTLE LEAGUE END OF THE YEAR CELEBRATION**

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Malone**, the resolution was adopted **hereby approving the Special Event License for the Irondequoit Little League End of the Year Celebration, to be held on Saturday, June 21, 2025.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2025-133

06A2025-22 **RESOLUTION APPROVING APPLICATIONS FOR A SPECIAL EVENT ON KINGS GATE NORTH**

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Cunningham,** the resolution was **NOT APPROVED**

UPON VOTING

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

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

Resolution Number 2025-134

Upcoming Meetings:

Workshop Meeting:	**July 14, 2025 @ 4:00pm**
Regular Town Board Meeting:	**July 22, 2025 @ 7:00pm**
Workshop Meeting:	**August 11, 2025@ 7:00pm**

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Wehner,** the Regular Town Board Meeting was adjourned at 8:49 p.m.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,

Latasha Elder

Latasha Elder, Town Clerk

Resolution No. 2025

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE APPOINTMENT OF THREE FULL-TIME LABORERS IN THE IRONDEQUOIT PUBLIC WORKS DEPARTMENT

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 22nd day of July 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 numerous promotions, there is a need to hire three full-time laborers in the Irondequoit Public Works Department; and

WHEREAS, this is a non-competitive, civil service labor position, and all qualified candidates that applied were interviewed by the interview committee; and

WHEREAS, based on the interview and applications submitted, the interview committee recommends hiring, , , and for the Labor positions; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the appointment of _____,_____ and _____ as full-time Laborers at an hourly rate of $22.34.

This resolution shall take effect upon date of hire.
.

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

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

Resolution No. 2025

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE PERMANENT APPOINTMENT OF A DRAFTING TECHNICIAN

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 22nd day of July 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, Christopher Brett was provisionally appointed to the position of Drafting Technician on February 22, 2024 ; and

WHEREAS, this is a competitive, civil service position, and when the exam was held Mr. Brett participated in the exam and scored a 95% on the Civil Service Exam; and

WHEREAS, per Civil Service Law Christopher Brett was immediately reachable on the certified list and his provisional appointment became permanent on 11/22/2024; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board formally authorizes this permanent appointment of Christopher Brett to the title of Drafting Technician to be paid an hourly rate of $30.61

This resolution shall take effect retroactively to 11/22/2024.

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

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

Resolution No. 2025

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE PERMANENT APPOINTMENT OF AN OFFICE CLERK III

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 22nd day of July 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, Zachary Brooks was provisionally appointed to the position of Office Clerk III on September 16th, 2024; and

WHEREAS, this is a competitive, civil service position, and when the exam was held Mr. Brooks participated in the exam and scored an 85% on the Civil Service Examination; and

WHEREAS, per Civil Service Law the list was canvassed and Zachary Brooks is reachable on the certified list, his provisional appointment shall become permanent; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the permanent appointment of Zachary Brooks to the title of Office Clerk III to be paid an hourly rate of $20.00.

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

Resolution No. 2025

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE PERMANENT APPOINTMENT OF A SENIOR DISPATCHER

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 22nd day of July 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, Rebecca Mclean was provisionally appointed to the position of Senior Dispatcher on February 23rd, 2024 ; and

WHEREAS, this is a competitive, civil service position, and when the exam was held Ms. McLean participated and scored 95% ; and

WHEREAS, per Civil Service Law Rebecca McLean is immediately reachable on the certified list and her provisional appointment shall become permanent; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the permanent appointment of Rebecca McLean to the title of Senior Dispatcher to be paid an hourly rate of $29.69

This resolution shall take effect immediately
.

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

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

Resolution No. 2025- _____

EXTRACT OF THE MINUTES OF MEETING OF THE TOWN BOARD AUTHORIZING THE CALLING OF A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND THE HISTORIC PRESERVATION LAW OF THE TOWN OF IRONDEQUOIT

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 22nd day of July 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

WHEREAS, at a regular meeting of the Town Board, Town Board Member _____ introduced a proposed amendment to a local law as recommended by the Irondequoit Historic Preservation Commission the need to update the Town Code Chapter 236 of the Historic Preservation Law of the Town of Irondequoit and the proposed amendments to the local law is attached hereto as Exhibit A (the "Proposed Law");; and

WHEREAS, the State Historic Preservation Office (SHPO) also recommends the Town of Irondequoit, Historic Preservation Commission updating the Town Code to ensure Town Code Section 236 conforms with its Certified Local Government Program Status; and

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

WHEREAS, the Town Board determines that the matters contemplated herein, the calling of a public hearing and potential adoption of a local law updating the Historic Preservation Law, are not actions subject to the State Environmental Quality Review Act ("SEQRA") and accompanying regulations, *see* 6 N.Y.C.R.R. § 617.2 (b)(3), and therefore the requirements of SEQRA have been satisfied.

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby schedules a public hearing on this matter on August 19, 2025 at 7:3Xp.m.

AND, THEREFORE BE IT FURTHER RESOLVED that the Town Clerk shall give notice of the hearing by publishing a notice in the Town Newspaper specifying the time when and the place where such hearing will be held, and in general terms describing the Proposed Law, such notice to be published once at least three days prior to the day specified for such hearing.

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	_____

EXHIBIT A

LOCAL LAW NO. _____ OF 2023
TO AMEND CHAPTER 236
OF THE CODE OF THE TOWN OF IRONDEQUOIT

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

1) The Code of the Town of Irondequoit is amended to eliminate Section 236-4(A)(6), and Section 236-4(A) will now read [strikethrough indicates eliminated text]:

§ 236-4 **Designation of landmarks or historic districts.**

A. The Commission may designate an individual property as a landmark if it:

(1) Possesses special character or historic or aesthetic interest or value as part of the cultural, political, economic, or social history of the locality, region, state, or nation; or

(2) Is identified with historic personages; or

(3) Embodies the distinguishing characteristics of an architectural style; or

(4) Is the work of a designer whose work has significantly influenced an age; or

(5) Because of unique location or singular physical characteristics, represents an established and familiar visual feature of the neighborhood.~~; or~~

~~**(6)** Receives an approval from a property owner to request historic landmark designation.~~

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

EXHIBIT A

Chapter 236

HISTORIC PRESERVATION

Derived from the 2014 Model Landmarks Preservation Local Law for New York State Municipalities created by the New York State Office of Parks, Recreation, and Historic Preservation

§236-1. Title.

This local law shall be known and may be cited as the ~~Town of Irondequoit Landmarks Preservation Local Law~~Historic Preservation Law of the Town of Irondequoit.

§236-2. Purpose.

~~The Town Board finds~~The Town of Irondequoit recognizes that there exists within the Town~~Town of Irondequoit~~ places, sites, structures and buildings of historic or architectural significance, antiquity, uniqueness of exterior design, or construction, which should, as a matter of public policy, be conserved, protected and preserved to maintain the architectural and scenic character of Irondequoit, to contribute to the aesthetic value of the Town, and to promote the economic, cultural, educational, and general ~~general~~ welfare ~~general good, welfare, health and safety~~ of the Town and its residents.

The purpose of this ~~local~~ law is to promote the general welfare by providing for the identification, protection, enhancement, perpetuation, and continued use of buildings, structures, signs, features, improvements, sites, settings, and areas within the Town that reflect special elements of ~~the Town's~~ Irondequoit's historical, architectural, scenic, cultural, economic, or aesthetic heritage for the following reasons:

A. To foster public knowledge, understanding, and appreciation in the beauty and character of the Town and in the accomplishments of its past;

B. ~~To ensure the harmonious, orderly, and efficient growth and development of the Town;~~ To promote, encourage, and advise on the continued ~~private ownership and~~ stewardship of historic buildings, structures and sites within the Town;

~~C.~~

~~D.~~C. To enhance the visual character of the Town through continued stewardship of historic buildings, structures, and sites and by encouraging renovation, additions, and new construction within historic landmarks/districts that complements their historic features;

~~E.~~D. To protect and promote the economic benefits of historic preservation to the Town, its inhabitants and visitors;

~~F. To protect property values in the Town;~~

~~G.~~E. To identify ~~as early as possible~~ and resolve conflicts between the preservation of historic landmarks/districts and alternative land uses; and

~~H.~~F. To conserve valuable material and energy resources by ongoing use and maintenance of the existing built environment.

§236-3: Enabling Authority.

Pursuant to Article 5, § 96-a; Article 5-G, Article 5-J and Article 5-K, § 119-dd of the General Municipal Law; Article 14 of the Parks, Recreation and Historic Preservation Law; and § 10 of the Municipal Home Rule Law; all of New York State; it is hereby declared as a matter of public policy that the protection, enhancement and perpetuation of landmarks and ~~historic district~~Preservation Districts are necessary to promote the cultural, economic and general welfare of the public.

§236-4. Historic Preservation Commission.

There is hereby created a Commission to be known as the Town of Irondequoit Historic Preservation Commission.

A. Membership: The Commission shall consist of ~~five~~ seven full members and one alternate member.~~.~~ No member of the Commission shall concurrently serve as a member of the Town Board, Planning Board, or Zoning Board of Appeals.

B. Appointments: Candidates for appointment to the Commission shall be reviewed and assessed by a committee comprised of a Town Board member, the Town Historian, an employee of the Building Department or Supervisor's office, and two members of the Commission. The committee's recommendation for appointment shall be provided to the Town Board for review and approval.

C. Term of Office: The terms for all full members of the Commission shall be staggered and fixed so that the term of one member shall expire at the end of the calendar year in which all such Commission members were initially appointed. The terms of the remaining members shall be so fixed that one term shall expire at the end of each calendar year thereafter. At the expiration of the term of each member first appointed, his or her successor shall be appointed for a term of seven years. The term for an alternate member shall be three years.

D. Qualifications: To the extent possible, all Commission members shall be required to have the following expertise:

1. at least one shall be a licensed architect experienced in working with historic buildings;

~~1.~~2. at least one shall have a degree in architectural history, history, or similar field of study;

3. at least one shall be a licensed real estate professional;

~~2.~~4. at least one shall be a resident of a landmark property or district within the Town;

~~3.~~5. at least one shall be an attorney authorized to practice law in New York State;

~~4.~~6. at least one shall have demonstrated significant interest in and commitment to the field of preservation planning as evidenced either by involvement in a local or regional historic preservation group, employment or volunteer activity in the field of preservation planning, or other serious interest in the field; and,

~~5.~~7. all members shall have a demonstrated interest in historic preservation and development within the Town of Irondequoit.

~~6.~~8. In the event that the Board determines that any of the positions described in subsections (1~~i~~) through (5~~v~~) cannot be filled by persons so qualified, the Board may fill any such position by appointing persons qualified under subsections (6) or (7~~, (iv) or (v)~~).

E. Vacancies: Vacancies occurring in the Commission other than by expiration of term of office shall be filled by the alternate member, or if no alternate member is present, by appointment by the Town Board. Any such appointment shall be for the unexpired portion of the term of the replaced member, and the appointment must be made in accordance with the criteria established above for original appointments.

F. Reappointment: Members may serve for no more than a maximum of two full ~~three year~~ terms before stepping down from the Commission. A previous appointee may be reappointed after a ~~two year~~three-year hiatus from the Commission. Each member shall serve until the appointment of a successor, or until they serve two consecutive ~~three year~~ terms. The term limits imposed by this subsection may be waived ~~or modified~~ by ~~local law of~~ the Town Board upon recommendation of the Commission when, in the judgment of the Board, it is in the best interest to do so.

G. Compensation: Members shall serve without compensation.

H. Valid expenses incurred by member(s) due to sanctioned approved activities shall be fully reimbursed should they fall within the approved annual budget

I. Training and attendance requirements:

1. Each member of the Commission shall complete, at a minimum, four hours of training each year designed to enable such members to more effectively carry out their duties. Training received by a member in excess of four hours in any one year may be carried over by the member into succeeding years in order to meet this requirement. Such training may include, but not be limited to, training provided by a municipality, regional or county planning office or commission~~, county planning federation~~, historic preservation advocacy organization, state agency, statewide municipal association, college or other similar entity. Training may be provided in a variety of formats, including but not limited to, electronic media, video, distance learning and traditional classroom training.

2. Written documentation in the form of a certificate, confirmation of attendance, or other acceptable form of documentation shall be submitted by each member of the Commission to the Chair at the end of the calendar year to certify completion of training.

3. To be eligible for reappointment to the Commission, a member shall have completed the training approved by the Town Board.

4. The training may be waived or modified by resolution of the Board when, in the judgment of the Town Board, it is in the best interest to do so.

5. No decision of the Commission shall be voided or declared invalid because of a failure to comply with this ~~subdivision~~subsection.

J. Bookkeeping Requirements:
1. An identified member of the commission and the town staff/liaison is to keep track of annual budget, expenses incurred, and reporting back to the Town Board.

§236-5. Organization.

A. Chairperson; designation and duties.

1. The ~~Town Board may designate the chairperson of the commission. In the absence of the Board's designation, the~~ Chairperson of the Commission shall be designated by vote of an affirmative majority of the members of the Commission.

2. The Chairperson shall have the right to vote in all matters before the Commission.

3. All meetings of the Commission shall be held at the call of the Chairperson and at such other times as the Commission may determine by affirmative vote. Such Chairperson, or in their absence, the acting Chairperson, may administer oaths and compel the attendance of witnesses.

B. Vice-Chairperson; designation and duties.

1. The Vice-Chairperson of the Commission shall be designated by vote of an affirmative majority of the members of the Commission.

2. The Vice-Chairperson shall have the right to vote in all matters before the Commission.

3. The Vice-Chairperson shall serve as the acting chairperson in the latter's absence, may administer oaths and compel the attendance of witnesses.

~~B.~~C. Secretary: The ~~Town Board shall appoint a secretary~~town shall provide a staff person to serve as secretary to the Commission. At the time of service, the secretary shall not also serve as member of the Commission. The secretary shall draft meeting minutes, take attendance, and keep a record of all resolution proceedings, and actions of the Commission~~, as well as attendance of commission members~~.

~~C.~~D. Quorum: A simple majority of the Commission members shall constitute a quorum for the transaction of business. An affirmative majority vote of the full Commission is required to approve any resolution, motion or other matter before the Commission. In the event of a full member's absence, the alternate member shall be considered a full member of the Commission for the above proceedings.

§236-6. Records and Annual Report.

A. Records: The Commission shall be subject to the provisions of the Public Officers Law, including Article 7 related to the Open Meetings Law. The Commission records shall be readily available to the public. The vote or failure to vote of each Commission member shall be recorded. If any Commission member abstains from voting based on a conflict of interest or otherwise, the member must also state his or her reason(s) or ground(s) for doing so on the record.

B. Annual Reports: The Commission shall submit an annual report of its activities to the New York State Office of Parks, Recreation, and Historic Preservation and ~~town supervisor or mayor and each member of~~ the Town Board and make such recommendations to the Board as the Commission deems necessary to carry out the purposes of this local law.

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§236-7. Promulgation of Regulations; Meetings.

A. Regulations: The Commission may recommend to the Town Board regulations relating to any subject matter over which the Commission has jurisdiction under this local law. Any such recommendation may be adopted by local law of the Town Board.

B. By-Laws; meetings: The Commission may approve by-laws that are consistent with the regulations adopted by the Town Board. Such by-laws shall provide for the time and place of holding regular meetings; and may provide for the calling of special meetings by the chairperson or by written request of at least ~~two~~ three members of the Commission. Regular meetings shall be held at least once a month. All regular or special meetings of the Commission shall be consistent with the notice provisions of the New York Open Meetings Law and shall be open to the public.

§236-8. Committees.

The Commission may, in its by-laws, establish permanent or ad hoc committees consisting of no less than two current members of the Commission for assignments assigned to it by the full Commission.

§236-9. Powers and Duties of the Historic Preservation Commission.

A. General and Advisory Powers. The Commission shall, from time to time:

1. Review any local laws or regulations, including existing landmarks or historic preservation laws or regulations in the Town, and recommend to the Town Board any changes and amendments thereto;

2. Recommend to the Town Board additional regulations to be adopted by local law that may be necessary for the Commission to conduct its business, consistent with the scope and intent of this local law;

3. Recommend to the Town Board specific criteria for regulations to be adopted by local law that identify and catalogue significant historic landmarks, and from time to time advise it on suggested changes thereto;

4. Designate landmarks and ~~historic district~~Preservation Districts under this historic preservation law and from time to time changes thereto;

   ~~*(or alternate 4)*~~

   ~~Recommend to the Town Board landmarks and historic districts to be adopted by local law, and from time to time changes thereto;~~

5. Maintain an inventory of locally designated historic resources or districts within the Town and publicize the inventory;

~~6. Recommend to the Town Board additional criteria to be adopted in local law to be used when evaluating applications for a certificate of appropriateness;~~

~~7.~~6. Recommend to the Town Board proposals for- the acquisition of preservation easements or other interests in real property;

~~8.~~7. Conduct investigations, prepare maps, reports and recommendations in connection with its advisory authority relating to the planning, development and administration of the Town landmarks preservation policies, regulations and local law as needed, provided the total expenditures of said Commission shall not exceed the appropriation provided by the Town Board together with any public or private grant funding received by the Town for the Commission to undertake its landmarks preservation powers and duties;

~~9.~~8. Report on matters referred to it by the Town Board. The Town Board may by resolution provide for the referral to the Commission for a report on any matter or class of matters that impact the Town's landmarks preservation local law, policies, regulations, or administrative processes before final action is taken thereon by the Town Board or other office of said Town having final authority over said matter. The Town Board may further stipulate that final action thereon shall not be taken until the commission has submitted its report thereon, or has had a reasonable time, to be fixed by the Town Board in said resolution, to submit the report.

B. Administrative Reviews. In accordance with the regulations adopted by the Town Board for landmarks and historic preservation purposes, the Commission shall:

1. Evaluate an application for a certificate of appropriateness; approve, approve with modifications, or deny any proposal for exterior changes to a designated individual landmark or property within a designated ~~historic district~~Preservation District resulting from any such application;

2. Evaluate an application for a certificate of economic hardship; approve, approve with modifications, or deny any such application;

3. Evaluate an application for a certificate of appropriateness for demolition, removal or relocation; approve, approve with modifications, or deny any such application;

~~4. Evaluate, without public hearing, an application for ordinary maintenance and repair of historic resources, properties or landmarks; approve, approve with modifications, or deny any such applications;~~

~~5.~~4. Perform other functions that the Town Board may designate by local law.

C. A Commission may designate or advise designation of a ~~historic district~~Preservation District under this historic preservation local law and that ~~historic district~~Preservation District is not to be construed as a zoning district under the Town local law. Nothing contained in this historic preservation local law shall be construed as authorizing the Commission to adopt a law, by-law or regulation that regulates or limits the height and bulk of buildings, regulates, and determines the area of yards, courts and other open spaces, regulates density of population or regulates or restricts the locations of trades and industries or creates zoning districts for any such purpose.

§236-10. Cooperation of Town Departments.

All Town departments shall, upon request of the Commission, assist and furnish available permits, plans, reports, maps, statistical and other information which the Commission may require for its work.

§236-11. Criteria and Designation of Individual Landmarks, Scenic Landmarks or ~~Historic District~~Preservation Districts.

The Commission shall designate Individual Landmarks, Scenic Landmarks, or ~~historic district~~Preservation Districts within the Town under this local preservation law.

~~(or)~~

~~The commission shall delineate landmarks or historic districts and recommend them to the Town Board for designation under local law.~~

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A. Individual Landmark: The Commission may ~~(~~designate~~/delineate)~~ an individual property as an individual landmark if it:

1. exemplifies or possesses special character, or historic or aesthetic interest or~~f~~ value as part of the cultural, political, economic, or social history of the ~~t~~Town, region, state, or nation;

2. is identified with persons or events significant in local, state, or national history;

3. embodies the distinguishing characteristics of a type, period or method of construction or design style, or is a valuable example of the use of indigenous materials or craftsmanship;

~~3.~~4. ~~or~~ is representative of the work of a prominent designer, architect or builder;

~~4.~~5. represents an established and familiar visual feature of the community by virtue of its unique location or singular physical characteristic, represents an established and familiar visual feature of the community; or

~~5.~~6. has yielded or may be likely to yield information important in prehistory or history.

B. Scenic Landmark: The Commission may ~~(~~designate~~/delineate)~~ a site, landscape feature or group of features as a Scenic Landmark. Recommendations for designation must be accompanied by such historical, cultural, and/or architectural information as is required by the Commission to make an informed recommendation concerning the application and shall generally apply the same criteria for designation at those for an Individual Landmark. ~~Historic District~~

C. Preservation District: The Commission may ~~(~~designate~~/delineate)~~ a group of properties within the Town as a ~~historic district~~Preservation District if a majority of properties therein:

1. ~~contain properties which~~ meet one or more of the criteria for designation as a landmark and which may have within its boundaries other properties or structures that, while not of such historic and/or architectural significance to be designated as landmarks, nevertheless contribute to the overall visual characteristics of the landmark or landmarks located within the ~~historic district~~Preservation District; and

2. constitute a unique section of the Town by reason of possessing those qualities that would satisfy such criteria.

~~D. Interior Landmark: The commission may (designate/delineate) the interior of a property as an interior landmark if such interior has special historical or aesthetic interest or value as part of the development, heritage or cultural characteristics of the Town of Irondequoit, state or nation and:~~

~~1. it is customarily open or accessible to the public; or~~

~~it is an interior into which the public is customarily invited.~~

D. The boundaries of each Individual Landmark, ~~[interior landmark,] [historic distri~~Scenic Landmark or Preservation District shall be specified in detail with reference to the tax map identification number and shall be filed, in writing, in the Town Building Department, Monroe County clerk's office and there made available for review by the public.

E. Ordinarily, properties that have achieved significance within the past fifty (50) years are not considered eligible for ~~(~~designation~~/ delineation)~~ under this historic preservation law. However, such properties will qualify if they are:

1. Integral parts of ~~historic district~~Preservation Districts that meet the criteria for designation; or

2. If they are properties of exceptional importance.

§236-12. Notice and Hearing Requirements for Proposed Designation.

The Commission shall designate Individual Landmarks,~~historic distric~~ Scenic Landmarks, or Preservation Districts in the following manner:

A. Initiation of Proposed Designation. Designation of an Individual Landmark, Scenic Landmark, or ~~historic dis~~Preservation District may be proposed by the Commission, by the owner of the property, or by any resident of the Town.

B. Public Hearing; general notice.

1. Within a reasonable time after receipt of a full application or other matter referred to it, the Commission shall schedule a public hearing on ~~all proposed resource, individual,~~Individual Landmark, Scenic Landmark, or ~~historic district~~Preservation District designations. Public notice of any such hearing shall be given by publication in a newspaper of general circulation within the Town and all official Town social media platforms at least 15 calendar days prior to the public hearing date.

2. The Commission shall require submission of written comments on the application prior to designation of any Individual Landmark, ~~[interior landmark,] [~~Scenic Landmark,~~]~~ or ~~historic district~~Preservation District.

3. The Commission, property owners, and any interested parties may present testimony or documentary evidence at the hearing which will become part of a record regarding the historic, architectural, or cultural importance of the proposed ~~resource,~~ Individual~~,~~ Landmark, Scenic Landmark, or ~~historic district~~Preservation District.

C. Notice of Public Hearing; multiple properties proposed for designation.

1. Ten properties or less: Notice of public hearing for a proposed designation involving no more than ten properties shall be sent by certified mail~~/ return receipt requested or courier service with proof of delivery or personal service with proof of delivery~~ to the owners of properties located within the area of the proposed ~~historic district~~Preservation District at least 15 calendar days prior to the date of the public hearing. Such notice shall include a description of the properties proposed for designation and state the time and place where any public hearing to consider such designation will be held by the Commission.

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2. More than ten properties: Where the proposed designation of a ~~historic district~~Preservation District includes more than ten properties and the Commission deems individual notice infeasible, notice may instead be published at least once in newspaper of general circulation in the Town and all official Town social media platforms 30 calendar days prior to the date of the public hearing. The notice shall specify the time and place of the public hearing, a brief description of the proposed designation, and the location where the proposal may be reviewed prior the hearing.

3. The notice provisions are in addition to the general notice requirements under (B) of this Section.

D. Work Moratorium: Once the Commission has issued notice of a proposed designation ~~it may recommend to the municipal Board that a moratorium be put in place~~no permits shall be issued by the Building Department for an ~~, prohibiting any work relating to the~~ Individual Landmark, Scenic Landmark, or properties within a Preservation District proposed for designation as long as the proposed designation is under active consideration by the Commission and until the Commission has made its decision on designation in accordance with the requirements of this section.

E. Commission Record: The Commission shall compile a public record in support of its designation of an Individual Landmark, Scenic Landmark, or ~~historic district~~Preservation District. In addition to testimony or documentary evidence received at any public hearing, the record may also contain reports, public comments, expert testimony, or other evidence offered outside of the hearing, but submitted for the Commission's consideration by the date of the hearing. At a minimum, the record of the designation shall contain the application, Commission and/or staff reports, any comments made on the application at the public hearing, and the Commission's decision to approve, approve with modifications, or deny the application requesting designation.

F. Commission Decision: Within 60 calendar~~2~~ days after the close of the public hearing, the Commission shall by resolution undertake a designation in whole or in part, or shall disapprove in entirety, setting forth in writing the reasons for the decision. Within 15 calendar~~7~~ days, the Commission shall send notice of its designation to the applicants and owners of a designated property by certified mail return receipt requested, or in the case of an approved ~~historic district~~Preservation District, the Commission shall send notice by certified mail return receipt requested to the applicants and owners of all properties within the approved district, as well as to the Town Board.

~~G. The commission may agree with the applicant, in writing, to extend the time period within which a designation will be made.~~

~~H.~~G. The Commission shall forward notice of each property designated as an Individual Landmark or Scenic Landmark and the boundaries of each designated ~~historic district~~Preservation District to the building department ~~and planning department, and~~ Town clerk, and Ceounty clerk for recordation.

~~I.~~H. Failure to Send Notice. Failure to send any notice by mail to any property owners where the address of such owner is not a matter of property tax records shall not invalidate any proceedings in connection with the proposed designation.

~~J.~~I. Amendment or Rescission. The Commission may amend or rescind any designation of an Individual Landmark, Scenic Landmark, or ~~historic district~~Preservation District in the same manner and using the same procedures as followed for designation.

§236-13. Certificate of Appropriateness for Alteration, Demolition, or New Construction Affecting Individual Landmarks, Scenic Landmarks, or ~~Historic District~~Preservation Districts.

A. The Town of Irondequoit Historic Preservation Commission is responsible for the approval or disapproval of proposals for exterior changes to a historic property designated under this local law. No person shall carry out any exterior alteration, restoration, reconstruction, demolition, new construction, or move of a designated historic landmark or property within a designated ~~historic district~~Preservation District without first obtaining a Certificate of Appropriateness that authorizes such work from the Town of Irondequoit Historic Preservation Commission.

B. All changes to Town-owned property affecting an Individual Landmark and Scenic Landmark or within a ~~historic district~~Preservation District shall be subject to the provisions of this local law.

C. The building department shall receive and file all applications issued for any Individual Landmark, Scenic Landmark, ~~or landmarks~~ or property within a ~~historic district~~Preservation District to which this local law applies. The building department shall transmit a copy of any such application to the Commission.

D. The Commission may require that the application for Certificate of Appropriateness be supplemented by such additional information or materials as may be necessary for a complete review by the Commission. The Commission may impose such reasonable conditions or restrictions as it deems necessary or appropriate on a case-by-case basis to promote or achieve the purpose of this local law.

§236-14. Criteria for Issuing a Certificate of Appropriateness.

A. Certificate of Appropriateness; general criteria: The Commission shall approve the issuance of a Certificate of Appropriateness only if it determines that the proposed work will not have a substantial adverse effect on the aesthetic, historical, or architectural significance and value of the individual landmark or scenic landmark; or if the proposed work is within a ~~historic district~~Preservation District, proposed work will not have a substantial adverse effect on the aesthetic, historical, or architectural significance of the property itself and the neighboring properties in such district.

B. In making this determination, the Commission's decision to approve, approve with modification(s) or deny an application for a Certificate of Appropriateness for an Individual Landmark and ~~, [interior landmark], [~~Scenic Landmark~~]~~ will be guided by the Secretary of the Interior's Standards for Rehabilitation ~~and by~~in addition to the following principles:

1. the Commission's decision to approve, approve with modification(s) or deny an application for a Certificate of Appropriateness for an improvement to property located within a ~~historic district~~Preservation District shall be based on the following principles:

   i. properties which contribute to the character of the ~~historic district~~Preservation District shall be retained, with their historic features altered as little as necessary;

   ii. any alteration of existing properties shall be compatible with the surrounding ~~historic district~~Preservation District; and

iii. new construction shall be compatible with the aesthetic and architectural character of the ~~historic district~~Preservation District in which it is located.

C. In applying the principle of compatibility set forth in ~~paragraph (b) of this Section~~the Secretary of the Interior's Standards for Rehabilitation, the Commission shall consider the following factors:

1. the general design and character of the proposed alteration or new construction relative to existing features of the property or improvement;

2. the scale and visual compatibility of the proposed alteration or new construction in relation to the property itself, surrounding properties, and the neighborhood;

3. texture and materials, and their relation to similar features of the property and other properties in the neighborhood;

4. visual compatibility with surrounding properties, including proportion of the property's facade, proportion and arrangement of windows and other openings within the facade, roof shape, and the rhythm of spacing of properties on streets, including setback; and

5. the importance of historic physical and visual features to the significance of the property.

D. In approving an application for a Certificate of Appropriateness, the Commission shall find that the building, ~~or~~ structure, or site for which the permit was requested, if erected or altered in accordance with the submitted plan or with stated modifications, would be consistent with the spirit and intent of this local law~~, would not be visually offensive or inappropriate by reason of poor quality of exterior design, monotonous similarity or visual discord in relation to the sites or surroundings, would not mar the appearance of the area, would not impair the use, enjoyment and desirability or reduce the values of properties in the area, would not be detrimental to the character of the neighborhood, would not prevent an appropriate development and utilization of the site or of adjacent lands and would not adversely affect the functioning, economic stability, prosperity, health, safety and general welfare of the community~~.

E. Where the Commission grants a Certificate of Appropriateness under circumstances where the permitted activity is likely to uncover or affect archaeological resources, the Commission shall require reasonable efforts to protect and preserve such resources. Where such protection and preservation is not feasible, the Commission shall nonetheless impose appropriate and reasonable conditions to insure that the archaeological resource is made accessible for a reasonable period of time to qualified persons.

F. In approving an application for a Certificate of Appropriateness, the Commission shall not review changes to exterior paint or finish coating colors.

§236-15. Certificate of Appropriateness Application Procedure.

A. Prior to the commencement of any work requiring a Certificate of Appropriateness, the property owner shall file an application ~~for a building permit with the Town Building Official and an application~~ for such certificate with the Commission.

B. The application for Certificate of Appropriateness shall contain as provided in a standard form furnished by the Commission:

1. name, mailing address, email address, and telephone number of applicant;

2. ~~building permit application number as assigned by the building department;~~

3.2. location map and current photographs of property from all sides with detailed photography of the portions of the property to be affected by the proposed work;

4.3. plan and exterior elevation drawings of the existing property and its proposed changes, ~~if available~~drawn to scale and by a licensed design professional if a building permit is required;

5.4. perspective drawings, including relationship to adjacent properties, if applicable;

6.5. samples of ~~building~~ exterior cladding materials and building components to be used, including their proposed color;

7.6. Where the proposal includes signs or lettering, a scale drawing showing the type of lettering to be used, all dimensions and colors, a description of materials to be used, method of illumination, and a plan showing the sign's location on the property; and any other information which the commission may deem necessary in order to visualize the proposed work.

C. Upon receipt of all the information required herein, the Commission shall deem the application complete and shall place the application on the agenda of the next meeting of the Commission.

D. Upon submission of a complete application, the Commission shall have the authority to, without public hearing and notice, provide administrative approval of the application if:

1. the proposed work is determined to constitute ordinary maintenance and repair for which a Certificate of Appropriateness is not required;

2. the proposed work is considered replacement-in-kind; or

3. the proposed work is of any other type that has been previously determined by the Commission to be appropriate for administrative approval.

E. The Commission is required to report to the Town Board, ~~on a monthly basis~~as part of their yearly report, ~~on~~ all activities for which applications were submitted and decisions were made without any public hearing and notice.

§236-16. Certificate of Appropriateness Public Notice Requirements.

A. Upon application for a Certificate of Appropriateness, public notice of the proposal shall be posted by the Owner or Owner's representative on the property for a minimum of ~~ten~~ fifteen calendar days preceding the public hearing concerning their application. This notice must remain in place until a decision to approve or deny the Certificate of Appropriateness has been made. The notice shall specify the proposed work, the time and place of the public hearing, and to whom and by when any public comments are to be communicated. The notice must be placed at or near the property line in the front yard so that it will be plainly visible from the street, and, in cases where a property has frontage on more than one street, an additional sign must be placed at or near the property line on any additional street frontage so that the sign will be plainly visible from the street on which it has such additional frontage.

B. The Commission shall hold a public hearing prior to rendering a decision on any application requiring a Certificate of Appropriateness. Notice of the public hearing shall be published in a newspaper of general circulation in the Town and all official Town social media platforms at least 15 calendar days prior to the public hearing date. The notice shall specify the time and place of the public hearing, a brief description of the proposal, and the location where the proposal may be reviewed prior to the hearing. The property owner and any interested party may present testimony or documentary evidence regarding the proposal at the hearing, which will become a part of the record. The record may also contain staff reports, public comments, and other evidence offered outside of the hearing, but presented by the hearing date.

C. Within ~~62~~60 calendar days after the close of the public hearing, the Commission shall approve, approve with conditions or modification(s), request additional information, or deny the Certificate of Appropriateness.

D. In the event, however, that the Commission shall make a finding of fact that the circumstances of a particular application require further time for additional study and information than can be obtained within the aforesaid ~~62~~60-day period after close of the public hearing, then the Commission shall have a period of up to one additional ~~62~~60-day period from the date of any such finding within which to act upon such an application.

E. All decisions of the Commission shall be in writing. A copy shall be sent to the applicant by certified mail/return receipt requested~~ or courier service with proof of delivery or personal service with proof of delivery~~, and a copy filed with the ~~(Building Official)~~building department and Town Clerk as a record of motion, within ten calendar days of the date of the decision. The Commission's decision shall state the reasons for denying or modifying any application.

§236-17. Expiration of Approval; Extension of Approval

Work receiving a Certificate of Appropriateness shall begin within ~~twenty four~~twelve months of approval and be completed within twenty-four months. If the Certificate of Appropriateness expires, the Owner shall apply for a new certificate if ~~he/she~~they still wish to undertake work on the property. At least two months prior to expiration of the twelve-month period the Owner may apply, in writing, for an extension and shall explain the reasons for the extension request. The Commission may grant up to two extensions of six months each. A written application for an extension of a Certificate of Appropriateness approval shall not be considered an application for a new Certificate of Appropriateness.

§236-18. Alteration Hardship Process and Criteria.

A. An applicant whose Certificate of Appropriateness for a proposed alteration of a landmark property has been denied may apply for relief on the ground of economic hardship. In order to prove the existence of economic hardship related to a proposed alteration, the applicant shall establish that the denial of a Certificate of Appropriateness will prevent the property owner from earning a reasonable return on investment, regardless of whether that return represents the most profitable return possible.

B. As promptly as is practicable after making a preliminary determination of hardship as provided in this local law, the Commission, with the aid of such experts as it deems necessary, shall, in consultation with the applicant, endeavor to develop a plan whereby the improvement may be preserved and perpetuated in such manner as to effectuate the purpose of this local law, ~~and also~~and rendered capable of earning a reasonable return, or in the case of residential properties, undo financial burden for the continued maintenance and inhabitance of the home.~~.~~

C. Consultation; plan development. The applicant shall consult in good faith with the Commission, local preservation groups, and other interested parties in a diligent effort to seek an alternative that will result in appropriate preservation of the property. The consulting parties may include interested purchasers, as well as preservation and other interested organizations, public agencies, architects, professional engineers, developers, licensed real estate agents and individuals who may be instrumental in developing an economically feasible solution.

D. Economic Hardship; criteria. Following the denial of a Certificate of Appropriateness, the applicant may request a Certificate of Economic Hardship. In all other cases (see Section 20 for proposed demolition, removal or relocation), the applicant shall prove the existence of economic hardship by demonstrating to the Commission that: (1) the applicant cannot realize a reasonable return if compliance with the Commission's decision is required, provided, however, that the lack of reasonable return is proven by the applicant to be substantial as demonstrated by competent financial evidence provided by expert testimony by an experienced and knowledgeable market specialist or real estate consultant and not solely upon the applicant's opinion nor speculation; (2) that the alleged hardship relating to the property in question is unique, and does not apply to a substantial portion of the district or neighborhood; (3) that the requested relief, if granted, will not alter the essential character of the neighborhood; and (4) that the alleged hardship has not been self-created.

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E. The Commission, in the granting of a Certificate of Economic Hardship, shall grant the minimum terms deemed necessary and adequate to address the unnecessary hardship proven by the applicant, and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

F. Public hearing.

1. The Commission may hold a public hearing on the hardship application at which an opportunity will be provided for the applicant and public to present their views on the hardship application.

2. If no public hearing is held, the Commission must render a decision on the hardship application within 60~~2~~ calendar days following its receipt of a complete application.

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   i. A complete application includes the conclusion of all activities under paragraph (C~~c~~) initiated to consult with necessary parties to determine whether the property may be preserved or rehabilitated in a manner that alleviates the hardship that would otherwise result while substantially accomplishing the goals of this local law.

   ii. A complete application also includes receipt by the Commission of all submissions necessary to meet the applicant's burden of proof.

3. Following the submission of a complete application, the Commission may schedule a public hearing within a reasonable time and determine within 60~~2~~ calendar days following the close of any public hearing held on the application whether the applicant has met his or her burden of proof.

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G. Commission decision.

1. If the Commission finds that the applicant's burden of proof has not been met, the Commission shall deny the application for a Certificate of Economic Hardship.

2. If the Commission finds that the applicant's burden of proof has been met, the Commission shall issue a preliminary determination of ~~landmarks or~~ economic hardship within ~~62~~60 calendar days of the close of any public hearing held on the application or within ~~62~~60 calendar days after the Commission has received a complete application.

3. Within 6~~02~~ calendar days following the Commission's preliminary determination of economic hardship the Commission must make a final determination.

4. A decision of the Commission on the hardship application shall be in writing and shall state the reasons for granting or denying it. A copy shall be sent to the applicant by certified mail/return receipt requested or courier service with proof of delivery or personal service with proof of delivery and a copy filed with the Town clerk's office for public inspection.

5. A decision to grant a time extension for further review due to circumstances surrounding the hardship application shall be determined and executed by a majority decision of the Commission ~~and the Commission alone~~.

H. No building permit or other land use board approvals shall be issued unless the Commission grants the hardship application. If the hardship application is granted, the Commission shall approve only such work as is necessary to alleviate the hardship.

§236-19. Demolition, Removal, or Relocation of Landmark Buildings. ~~[discussion of residence vs commercial property having same criteria for economic hardship has not been addressed yet]~~

A. Complete or partial demolition of an individual landmark or of a structure located in and contributing to the significance of a ~~historic district~~Preservation District shall be allowed only in case of economic hardship, unless the building department, upon due deliberation has made an express written finding that the structure presents an imminent threat to the public health, safety and welfare.

B. Any person desiring to demolish a designated historic building shall first file an application for a historic building demolition permit with the building department and an application for such certificate with the Commission. An applicant must submit the following items:

1. Current level of economic return;

2. Amount paid for the property, date of purchase, party from whom purchased, and relationship between the owner of record, the applicant, and person from whom property was purchased;

3. Annual gross and net income from the property for the previous three years; itemized operating and maintenance expenses for the previous three years, and depreciation deduction and annual cash flow before and after debt service, if any, during the same period;

4. Remaining balance on the mortgage or other financing secured by the property and annual debt-service, if any, during the prior three years;

5. Real estate taxes for the previous four years and assessed value of the property according to the two most recent assessed valuations;

6. All appraisals obtained within the last ~~two~~ three years by the owner or applicant in connection with the purchase, financing, or ownership of the property;

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7. Form of ownership or operation of the property, whether sole proprietorship, for-profit or not-for-profit corporation, limited partnership, joint venture, or other;

8. Any state or federal income tax returns relating to the property for the last ~~two~~ three years;

9. Any listing of property for sale or rent, price asked, and offers received, if any, within the previous ~~two~~ three years, including testimony and relevant documents regarding: (a) any real estate broker or firm engaged to sell or lease the property, (b) reasonableness of price or rent sought by the applicant, or (c) any advertisements placed for the sale or rent of the property;

10. Feasibility of alternative uses for the property that could earn a reasonable economic return;

11. Report from a licensed engineer or architect with documented experience in rehabilitation as to the structural soundness of any buildings on the property and their suitability for rehabilitation;

12. Recent cost estimates by a qualified individual (licensed architect or engineer) for the site specific proposed construction, alteration, demolition, or removal, and an estimate of any additional cost that would be incurred to comply with the requirements for a Certificate of Appropriateness;

13. Estimated market value of the property: (a) in its current condition; (b) after completion of the proposed alteration or demolition; and (c) after renovation of the existing property for continued use;

14. Expert testimony or opinion on the feasibility of rehabilitation or reuse of the existing structure by an architect, developer, or real estate consultant ~~, appraiser, and/or other real estate professional~~ experienced in historic properties and rehabilitation;

15. Any evidence of self-created hardship through deliberate neglect or inadequate maintenance of the property; and

16. Economic incentives and/or funding available to the applicant through federal, state, town, or private programs.

C. Demolition of any such building may be approved only in connection with the ~~Town's~~ approval of a replacement project by the Planning Board and Zoning Board of Appeals as applicable. ~~[which would come first? If we deny then how can applicant go to Planning Bd with a demolition planned if it was not approved by the HPC?]~~

D. The Commission shall hold a public hearing and shall take one of the following actions:

1. Approve the demolition permit in conformance with the provisions of Section 21 of this local law;

2. Approve the demolition hardship permit subject to a waiting period of up to one hundred twenty calendar days to consider relocation/documentation;

3. Deny the permit.

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E. During the continuance period, the Commission may investigate relocation of the building (on site) or modification of the building for future uses in a way which preserves the architectural and historical integrity of the building.

§236-204. Demolition, Removal or Relocation Hardship Criteria

A. Certificate of Appropriateness for demolition, removal or relocation. An applicant whose Certificate of Appropriateness for a proposed demolition, removal or relocation of a landmark, resource or property has been denied may apply for relief on the ground of economic hardship. In order to prove the existence of economic hardship sufficient to justify demolition, removal, or relocation, the applicant shall establish that the denial of a Certificate of Appropriateness will prevent the property owner from earning a reasonable return on investment, regardless of whether that return represents the most profitable return possible.

B. Certificate of Appropriateness for demolition. The applicant for a Certificate of Appropriateness for demolition must establish to the Commission's satisfaction, an imminent plan of reuse or redevelopment of the affected property. The applicant for an income--producing property shall establish that:

1. the property is incapable of earning a reasonable return, regardless of whether that return represents the most profitable return possible; and,

2. the property cannot be adapted for any other use, whether by the current owner or by a purchaser, which would result in a reasonable return; and,

3. efforts to find a purchaser interested in acquiring the property and preserving it have failed.

4. In deciding upon such application for removal, relocation or demolition, the Commission may consider whether the Owner has created his own hardship through waste and neglect, thereby permitting the property to fall into a serious state of disrepair. ~~[need to add burden of proof on owner wording through MLS listing showing property was on market for 30 days with no activity, etc.]~~

C. Before approving the removal, relocation or demolition of an individual landmark or ~~r a s~~a structure within a ~~historic district~~Preservation District, the Commission may suspend the application for up to one hundred and eighty (180) days to allow the applicant to consult in good faith with the Commission, local preservation groups, and the public in a diligent effort to seek a less intrusive alternative to demolition.

§236-212. Affirmative Maintenance and Repair Requirement ~~[unresolved comments from 4-2023 minutes]~~

A. Ordinary maintenance; repair.

1. Nothing in this local law shall be construed to prevent the ordinary maintenance and repair of any exterior architectural feature of a historic landmark or property within a ~~historic district~~Preservation District that does not involve a change in design, building materials, ~~color~~ or outward appearance.

2. The Commission may evaluate and decide, without public hearing, whether or not proposed work constitutes ordinary maintenance and repair or requires a Certificate of Appropriateness.

B. No owner or person with an interest in real property designated as an individual landmark or included within a ~~historic district~~Preservation District shall permit the property to fall into a serious state of disrepair. Maintenance shall be required, consistent with the Property Maintenance Code of New York State Uniform Fire Prevention and Building Code and all other applicable local regulations.

C. Every owner or person in charge of an improvement on a landmark site or in a ~~historic district~~Preservation District shall keep in good repair:

1. all of the exterior portions of such improvements and

2. all interior portions thereof which, if not so maintained, may cause or tend to cause the exterior portions of such improvement to deteriorate, decay or become damaged or otherwise to fall into a serious state of disrepair~~. Examples of types of prohibited disrepair include, but are not limited to:~~, as defined by the Property Maintenance Code of New York State.

~~i. deteriorated or crumbling exterior plasters, mortar or facades;~~

~~ii. deteriorated or inadequate foundation;~~

~~iii. defective or deteriorated flooring or floor supports or any structural floor members of insufficient size to carry imposed loads with safety;~~

~~iv. deteriorated walls or other vertical structural supports that split, lean, list or buckle due to defective material or deterioration;~~

~~v. members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration or are of insufficient size to carry imposed loads;~~

~~vi. ineffective or inadequate waterproofing of exterior walls, exterior chimneys, roofs, foundations or floors, including windows or doors, which may cause or tend to cause deterioration, decay or damage;~~

~~vii. defective or insufficient weather protection for roofs, foundation or exterior wall covering, including lack of paint or weathering due to lack of paint or other protective covering, which may cause or tend to cause deterioration, decay or damage;~~

~~viii. fireplaces or chimneys which list, bulge or settle due to defective material or deterioration or are of insufficient size or strength to carry imposed loads with safety;~~

~~any fault or defect in the building or structure which renders it not properly watertight or otherwise compromises the life and character of the building or structure.~~

~~D. Interiors: Every owner or person in charge of an improvement to an interior landmark shall keep in good repair:~~

~~1. all portions of such interior landmark and~~

~~2. all other portions of the improvement which, if not so maintained, may cause or tend to cause the interior landmark contained in such improvement to deteriorate, decay, or become damaged or otherwise to fall into a serious state of disrepair.~~

~~E.~~D. Every owner or person in charge of a ~~S~~scenic ~~L~~landmark shall ~~keep in good repair all portions thereof~~maintain and keep in good repair in accordance the Stewardship section of the NPS-28: Cultural Resource Management, Chapter 7 - Cultural Resource Management Guideline.

§236-2~~3~~3. Enforcement and Violations; Penalties ~~[unresolved comments from 4-2023 minutes]~~

A. All work performed pursuant to a Certificate of Appropriateness issued under this local law shall conform to the requirements expressly stated in the certificate or reasonably implied therefrom. It shall be the duty of the building inspector to periodically inspect any such work to assure compliance with the certificate and all applicable law. In the event any requirement included in the Certificate of Appropriateness has not been met, or upon notification of that fact by the historic preservation Commission, the building inspector shall issue a stop work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop work order is in effect.

~~B.~~ Any owner or person in charge of a property who demolishes, alters, constructs, or permits a designated property to fall into a serious state of disrepair in violation of this local law in the absence of a Certificate of Appropriateness, a finding of economic hardship, or other approval by the Commission, may be required by the Town Board to restore the property and its site to its appearance prior to the violation.~~,~~

~~C.~~B.

~~D.~~C. If, in the judgment of the Commission, a violation of this local law exists that will result in a detrimental effect upon the life and character of a designated historic resource, landmark, property or on the character of a ~~historic district~~Preservation District as a whole, the Commission shall notify the building inspector. If, upon investigation, the building inspector finds non-compliance with the requirements of the Property Maintenance Code of the New York State Fire Prevention and Building Code, or any other applicable law or regulation, the building inspector shall order such remedies as are necessary and consistent with this local law and shall provide written notice thereof to the secretary of the Commission.

~~E.~~D. Penalties. A violation of this local law is deemed an offense punishable by a fine~~, imprisonment or both,~~ as follows:

1. First Offense: A first conviction for violation of this local law may result in a fine not exceeding $~~350~~ 1,000~~or imprisonment for a period not to exceed six months, or both~~;

2. Second Offense: A second conviction for violation of this local law, if the occurrence that leads to conviction began within a period of five years from the date of first conviction, may result in a fine not less than $1,00~~35~~0 nor more than $2,50~~70~~0 ~~or imprisonment for a period not to exceed six months, or both~~;

3. Third Offense: A conviction for a third or subsequent offense all of which were committed within a period of five years from when the occurrence leading to the first conviction began, shall include a fine of not less than $2,500 nor more than $5,000 ~~or imprisonment for a period not to exceed six months, or both~~.

4. In addition to any penalties imposed under this local law, continued violations of this local law shall be punishable in any other manner provided under other local regulations, and state and federal law.

~~F.~~E. The Commission shall notify the Town Board of an enforcement matter arising under this local law and shall refer it to the Town attorney. Action to enforce this local law shall be brought by the Town attorney or other attorney designated by the Town Board. Civil remedies authorized under Section 23 of this local law shall be in addition to and not in lieu of any criminal prosecution and penalty.

§236-2~~3~~4. Appeals.

Any person aggrieved by a decision of the Commission relating to a Certificate of Economic Hardship, Certificate of Appropriateness, or Landmark Designation may, within 30 calendar days of the decision, file a written appeal to the Zoning ~~Town Board~~ Board of Appeals for review of the decision. Failure to timely appeal shall be deemed a waiver of the applicant's appeal right. Appellate review shall be based on the same record that was before the Commission and using the same criteria in this local law. The chair or vice-chair of the Commission shall be present at the Zoning Board of Appeals hearing to review the commission's decision and provide clarification and/or responses to questions from members of the Zoning Board of Appeals.

§236-2~~4~~5. Definitions

As used in this local law, the following words and phrases have the following meaning:

- Acquisition: The act or process of acquiring fee title or other interest in real property, including acquisition of development rights or remainder interest.
- Active consideration: The timespan during which an application is actively and earnestly being considered and evaluated by the Commission and/or its designees prior to an official decision.
- Addition: Any act or process that changes one or more of the exterior architectural features of a building or structure by adding to, joining with or increasing the size or capacity of the building or structure.
- Alteration: Any act or process, other than demolition or preventative maintenance, that changes the exterior appearance of significant historical or architectural features, or the historic context of a designated landmark, including, but not limited to, exterior changes, additions, new construction, erection, reconstruction, or removal of the building or structure, or grading.
- Appropriate: Especially suitable or compatible.
- Architectural Significance: The quality of a building or structure based on its date of erection, style and scarcity of same, quality of design, present condition and appearance or other characteristics that embody the distinctive characteristics of a type, period or method of construction.

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- Building: Any construction created to shelter any form of human use, such as a house, garage or barn, and which is permanently affixed to the land. Building may also refer to a historically related complex, such as a house and a barn.

- Building Official: The person, or his or her designee, authorized to grant permits for construction, alteration, and demolition pursuant to the codes adopted by the Town.

- Building Inspector: The person, or his or her designee, authorized and certified to enforce the New York State Fire Prevention and Building Code. The person, or his or her designee, who is also authorized by the Town Board to enforce this local law, except where another official is expressly authorized.

- Certificate of Appropriateness: An official form issued by the Commission stating that the proposed work on a designated historic landmark is compatible with the historic character of the property and thus in accordance with the provisions of this local law and therefore: (1) the proposed work may be completed as specified in the certificate; and (2) the Town's departments may issue any permits needed to do the work specified in the certificate.

- Certificate of Economic Hardship: An official form issued by the Commission when the denial of a Certificate of Appropriateness has deprived, or will deprive, the owner of the property of all reasonable use of, or economic return on, the property.

- Change: Any alteration, demolition, ~~removal~~removal, or construction involving any property subject to the provisions of this local law.

- Character: Defined by form, proportion, structure, plan, ~~style~~style, or material. General character refers to ideas of design and construction such as basic plan or form. Specific character refers to precise ways of combining particular kinds of materials.

- ~~Compatible: In harmony with location, context, setting, and historic character.~~

- Commission: The Historic Preservation Commission established pursuant to Section 4 of this article.

- Compatible: In harmony with location, context, setting, and historic character.

- Construction: The act of ~~constructing~~ erecting an addition to an existing structure or the erection of a new principal or accessory structure on a lot or property.

- Demolish: Any act or process that removes or destroys in whole or in part a building, structure, or resource.

- Demolition Permit: A permit issued by the building official allowing the applicant to demolish a building or structure, after having received a Certificate of Demolition approval from the Commission.

- Evaluation: The process by which the significance and integrity of a building, structure, object, or site is judged by an individual who meets the professional qualification standards published by the National Park Service at 36 CFR Part 61 as determined by the State Historic Preservation Office, using the designation criteria outlined in Article 11 of this local law.

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- Exterior Architectural Features: The architectural style, design, general ~~arrangement~~arrangement, and components of ~~all of~~all the outer surfaces of any building or structure.

- Feature: Elements embodying the historical significance or architectural style, design, general ~~arrangement~~arrangement, and components of ~~all of~~all the exterior surfaces of any landmark or historic resource, including, but not limited to, the type of building materials, and type and style of windows, doors, or other elements related to such landmark or historic resource.

- ~~Town Board: The law making or legislative body of the Town of Irondequoit.~~

- Historic Context: A unit created for planning purposes that groups information about historic properties based on a shared theme, specific time period and geographical area.

- ~~Historic District - Local: An area designated as a historic district by this historic preservation local law, and which contains within definable geographic boundaries a significant concentration, linkage or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development. An historic district designated under this local law shall not to be construed as a zoning district of the Town, and nothing contained herein shall be construed as authorizing the Commission to adopt a law, by-law or regulation that regulates or limit the height and bulk of buildings, regulates and determine the area of yards, courts and other open spaces, regulates density of population or regulates or restricts the locations of trades and industries or creates zoning districts for any such purpose.~~

- Historic Fabric: Original or old building materials (masonry, wood, metals, marble) or construction.

- Historic Integrity: The retention of sufficient aspects of location, design, setting, workmanship, materials, feeling or association for a property to convey its historic significance.

- ~~Historic Landmark: A building, district, site, structure or object significant in American history, architecture, engineering, archeology or culture at the national, State, or local level.~~

- Historic Preservation Commission: The Historic Preservation Commission appointed by the Town Board for the Town of Irondequoit.

- Historic Property: A district, site, building, structure, or object significant in American history, architecture, engineering, archeology, or culture at the national, state, or local level.

- Historic Resources Survey: a) the process of systematically identifying, researching, photographing, and documenting historic resources within a defined geographic area, and b) the resulting list of evaluated properties that may be consulted for future designation. For the purpose of this local law, all surveys shall be conducted in accordance with the Secretary of the Interior's Standards and Guidelines for Identification and Evaluation, as may be amended.

- Historic Resource: Any evaluated building, structure, object, or site that potentially meets the designation criteria outlined in Section 11.

- ~~Historic Preservation Commission: The Historic Preservation Commission appointed by the Town Board for the Town of Irondequoit.~~

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- ~~Historic Property: A district, site, building, structure, or object significant in American history, architecture, engineering, archeology, or culture at the national, state, or local level.~~

- ~~Historic Resources Survey: a) the process of systematically identifying, researching, photographing, and documenting historic resources within a defined geographic area, and b) the resulting list of evaluated properties that may be consulted for future designation. For the purpose of this local law, all surveys shall be conducted in accordance with the Secretary of the Interior's Standards and Guidelines for Identification and Evaluation, as may be amended.~~

- Historic Significance: The quality of a place, site, building, district or structure based upon its identification with historic persons or events in the Town of Irondequoit.

- Individual Landmark: A building, district, site, structure or object significant in American history, architecture, engineering, archeology or culture at the national, State, or local level, designated as an Individual Landmark by this historic preservation law.

- Integrity: The authenticity of a property's historic identity, evidenced by the survival of physical characteristics that existed during the property's historic or prehistoric period.

- ~~Interior Landmark: Interior landmarks are noted for the portions of their interior that are open to the public.~~

- Inventory: A list of historic properties determined to meet specified criteria of significance.

- Landmark: Any building, structure or site that has been designated as a "landmark" by the Town Board, pursuant to procedures described in Section 11 that is worthy of preservation, restoration or rehabilitation because of its historic or architectural significance.

- ~~Landmark Alteration Permit: A permit approving an alteration to or demolition of a landmark, or demolition of a historic resource listed in the heritage resource inventory pursuant to the provisions of this local law.~~

- Listing: The formal entry or registration of a property.

- Maintain: to keep in an existing state of preservation or repair.

- ~~Minor work: Any change, modification, restoration, rehabilitation, or renovation of the features of an historic resource that does not materially change the historic characteristics of the property.~~

- Move: Any relocation of a building or structure on its site or to another site.

- National Register Criteria: The established criteria for evaluating the eligibility of properties for inclusion in the National Register of Historic Places.

- National Register of Historic Places: The official inventory of the nation's historic properties, districts, sites, districts, structures, objects and landmarks which are significant in American history, architecture, archaeology, and culture, maintained by the Secretary of the Interior under the authority of the Historic Sites Act of 1935 and the National Historic Preservation Act of 1966 (16 USC. 470 et seq., 36 CFR Sections 60, 63, as may be amended).

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- Non-contributing: A feature, addition or building, structure, object or site which does not add to the sense of historical authenticity or evolution of an historic resource or landmark or where the location, design, setting, materials, workmanship, history, and/or association of the feature, addition or building, structure, object or site has been so altered or deteriorated that the overall integrity of that historic resource or landmark has been irretrievably lost.

- Object: Constructions that are primarily artistic in nature or are relatively small in scale and simply constructed. Although it may be moveable by nature or design, an object is associated with a specific setting or environment. Examples include boundary markers, mileposts, fountains, monuments, and sculpture. This term may include landscape features.

- Owner: Those individuals, partnerships, corporations, or public agencies holding fee simple title to property, as shown on the records of the (Property Records Section) of the Town.

- Period of Significance: The length of time when a property was associated with important events, activities, or persons, or attained characteristics which qualify it for landmark status. Period of significance usually begins with a date when significant activities or events began giving the property its historic significance; this is often a date of construction.

- Preservation: The act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

- Preservation District: An area designated as a Preservation District by this historic preservation law, and which contains within definable geographic boundaries a significant concentration, linkage or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development. A Preservation District designated under this local law shall not to be construed as a zoning district of the Town, and nothing contained herein shall be construed as authorizing the Commission to adopt a law, by-law or regulation that regulates or limit the height and bulk of buildings, regulates and determine the area of yards, courts and other open spaces, regulates density of population or regulates or restricts the locations of trades and industries or creates zoning districts for any such purpose.

- Preventative maintenance: Any work to prevent deterioration or damage to the structural integrity or any exterior feature of a landmark or historic resource that does not involve a change in design, material or exterior appearance. Such work includes, but is not limited to, painting, roof repair, foundation or chimney work, or landscape maintenance.

- Property Type: A grouping of individual properties based on a set of shared physical or associative characteristics.

- Qualified Licensed Design Professional: An entity defined as an architect and or engineer, or the firm of architects, engineers, or both, qualified to practice in New York State and experienced in historic properties and rehabilitation.

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- Rehabilitation: The act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features of the property which convey its historical, architectural and cultural values.

- Repair: Acts of ordinary maintenance that do not include a change in the design, material, form, or outer appearance of a resource, such as repainting. This includes methods of stabilizing and preventing further decay, and may incorporate replacement in-kind or refurbishment of materials on a building or structure.

- Restoration: The act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

- Retain: The act of keeping an element, detail or structure and continuing the same level of repair to aid in the preservation of elements, sites, and structures.

- Reversible: An addition or modification to an historic property that can be removed without ~~which is made without~~ damage to ~~the project's~~its original condition.

- Scenic Landmark: Are designed or natural landscapes that can include ~~Scenic landmarks encompass~~ structures that are not buildings, such as, but not limited to bridges, piers, parks, cemeteries, sidewalks, clocks, and trees, designated as a Scenic Landmark by this historic preservation law.~~.~~

- Secretary of the Interior's Standards for the Treatment of Historic Properties: Principles developed by the National Park Service (36 CFR 68.3, as may be amended) to help protect historic properties by promoting consistent preservation practices and providing guidance to historic building owners and building managers, preservation consultants, architects, contractors, and project reviewers on how to approach the treatment of historic properties. The Secretary of the Interior Standards for the Treatment of Historic Properties may also be referred to in this local law as "Secretary of the Interior's Standards."

- Significant: Having particularly important associations with the contexts of nature, architecture, landscape, history, and/or culture.

- Site: The location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined or vanished, where the location itself maintains historical or archaeological value regardless of the value of any existing buildings, structures or other objects. Examples of a site are a battlefield, designed landscape, trail, or camp site.

- Stabilization: The act or process of applying measures designed to reestablish a weather resistant enclosure and the structural stability of an unsafe or deteriorated property while maintaining the essential form as it exists at present.

- Structure: Any assemblage of materials forming a construction framed of component ~~structural~~ parts for occupancy or use, including buildings.

- Style: A type of architecture distinguished by special characteristics of structure or ornament and often related in time; also a general quality of distinctive character.

- Town Board: The elected legislative body of the Town of Irondequoit.

- Undertaking: Any project or other action involving the expansion, modification, development or disposition of the physical plant or any site or building.

Section 256. Severability

If any section, subsection, subdivision, paragraph, clause or phrase in this local law, or any part thereof, is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this local law, or any part thereof. The Town Board hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase of this local law, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases may be declared invalid or unconstitutional.

~~xxxxxxxxxxxxxxx - MRJ additions/edits per comments/markups~~

~~xxxxxxxxxxxxxxx - unresolved/unedited text that had comments~~

~~xxxxxxxxxxxxxxx - questions/inconsistencies that need resolution~~

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Resolution No. 2025-_____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD REGARDING STATE ENVIRONMENTAL QUALITY REVIEW ACT COMPLIANCE IN 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 22nd day of July, 2025, at 7:00 p.m. local time, there were

PRESENT:

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

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

WHEREAS, 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, the Parcels are currently zoned R-1 Residential and M- Manufacturing and the Application seeks to zone the parcels to R-5 Residential; and

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

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

WHEREAS, rezoning Parcels is an Unlisted Action under SEQRA; and

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

NOW THEREFORE BE IT RESOLVED, that the Town Board adopts a Negative Declaration for the Application in the form attached hereto as **Attachment A** and made a part hereof and determines that no Environmental Impact Statement is required.

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

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

This resolution shall take effect immediately upon its adoption.

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

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

NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Town of Irondequoit Town Board Dated: July 22, 2025

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

The Town of Irondequoit Town Board has reviewed the application to rezone 1776, 1750, 1732, 1720, 1710 Hudson Avenue in the R-1 Residential District and M-Manufacturing District to R-5 Residential District. The Town Board, in an uncoordinated review, has determined that the proposed action will not have a significant adverse environmental impact and that a draft environmental impact statement will not be prepared.

Name of Action: Negative Declaration

Location of Action: 1776, 1750, 1732, 1720, 1710 Hudson Avenue

SEQRA Status: Unlisted

Lead Agency: Not applicable, uncoordinated review

Description of Action: The Property is currently zoned R-1 Residential and M-Manufacturing. The Applicant would like to rezone these parcels to R-5 Residential which will allow for the proposed development of two apartment buildings, community center and maintenance building.

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

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

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

Agency Use Only [If applicable]

Project: Eagle Ridge -Rezoning

Date: 07.22.2025

Short Environmental Assessment Form
Part 2 - Impact Assessment

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

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

PRINT FORM

Agency Use Only [If applicable]

Project: Eagle Ridge - Rezone

Date: 07.22.2025

Short Environmental Assessment Form
Part 3 Determination of Significance

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

Please see attached.

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

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

Irondequoit Town Board	10.15.2024
Name of Lead Agency	Date
Andrae Evans	Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

Resolution No. 2025- _____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING AN APPLICATION 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 22nd day of July 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 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, the Application has been referred to the Town Planning Board and the Monroe County Planning and Development Department for review and comment pursuant to the requirements of the Town of Irondequoit Code, New York Town Law and New York Municipal Law; and

WHEREAS, the Application was reviewed and discussed at the Town Planning Board meeting held on June 23, 2025 and the Town Planning Board issued a report on the rezoning to the Town Board recommending a Positive Referral as "Attachment A" dated 07.01.2025; and

WHEREAS, the Monroe County Planning and Development Department submitted comments received on July 9, 2025, under referral #IR25008 as "Attachment B"; and

WHEREAS, a public hearing was held by the Town board, pursuant to Section 235-99 of the Town of Irondequoit Code and Section 20 of the New York State Municipal Home Rule Law on July 22, 2025 at 7:3X p.m. during which the facts in support of the requested rezoning were presented and where public input was received and thereafter the public hearing was closed; and

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

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

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

AND, BE IT RESOLVED, that the Town Board herby adopts said Local Law ____ of 2025, amending the Official Zoning Map of the Town of Irondequoit to rezone 1776, 1750, 1732, 1720, 1710 Hudson Avenue in the R-1 Residential District and M-Manufacturing District to R-5 Residential District, and the Town Clerk is hereby directed to enter said Local Law (Exhibit A) in the minutes of this meeting and in the Local Law Book of the Town of Irondequoit, and to give due notice of the adoptions of said Local Law to the New York Secretary of State.

This resolution shall take effect immediately upon its adoption.

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

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

EXHIBIT A

LOCAL LAW NO. _____ of 2025
TO AMEND THE
OFFICIAL ZONING MAP OF THE TOWN OF IRONDEQUOIT

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

Section 1. The Official Zoning Map of the Town of Irondequoit is hereby amended so that 1776 Hudson Avenue – Tax ID: 091.07-1-3.3, 1750 Hudson Avenue – Tax ID: 091.07-1-3.2, 1732 Hudson Avenue – Tax ID: 091.07-1-3.1, 1720 Hudson Avenue – Tax ID: 091.07-1-97, 1710 Hudson Avenue – Tax ID: 091.07-1-96.1 in the R-1 Residential District and M-Manufacturing District are rezoned to R-5 Residential District.

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

Department of Planning & Development
Monroe County, New York

Adam J. Bello
County Executive

Ana J. Liss
Director

To: Town of Irondequoit Municipal Board

From: Yixuan Lin, Senior Planner yl

Date: July 8, 2025

Subject: Eagle Ridge Rezone
1720 Hudson Ave, Rochester 14617
MCDP&D Response to Development Review Referral (IR25008)

Review Authority and Response:

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

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

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

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

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

☐ Yes ☒ No

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

☒ Yes ☐ No

MCDP&D Comments:

1. Please send all final decisions related to rezonings, site specific or municipal wide, to Monroe County's Department of Planning and Development. Monroe County attempts to keep a current record of zoning in Monroe County Communities and cannot keep this record up-to-date without your help.
2. The rezoning of parcels needs to be consistent with the Town of Irondequoit's Comprehensive Plan. In the case of a rezoning the Town Board should develop a clear written record describing how the rezoning will promote the goals and objectives of the comprehensive plan.
3. Applicants are encouraged to contact other County Departments and non-county agencies to ensure all permitting requirements for this project have been satisfied.
4. The proposed project is a high-density residential development. This type of development has the potential to generate substantial demand for public transportation. If not already considered, the applicant should contact Regional Transit Service (RTS) to discuss whether the project is currently accessible via RTS Connect (fixed route) and/or RTS On Demand. The applicant may also discuss how to incorporate on site transit amenities such as bus stops and bus shelters. For additional information, please contact Dan Kenyon, Transportation Planner, email: dkenyon@myrts.com / office: 585.654.0605 / website: https://www.myrts.com/
5. Maps are submitted to Real Property for final filing and there is a fee schedule associated with this. Real Property reviews the maps and brings them to the clerk's Office for filing. Maps can be submitted any working weekday from 8 to 5 at Monroe County Surveyors Office, 39 West Main Street, Room 304J. You can **contact Sherif Mansour from Real**

Property at 753-1150 or smansour@monroecounty.gov for further information.

Before filing, the maps need to be reviewed and approved by the Village/Town Planning Board, County Health Department, County Surveyor, County DOT if on a County Road and County Treasurer has to check for paid taxes and sign as well.

Please note it is recommended that a pdf is emailed to (GregoryBly@monroecounty.gov) for preliminary review in case any revisions are necessary and to avoid multiple trips to the County Office Building.

If you have any questions regarding this review, please contact me at 585-753-2026 or YixuanLin@monroecounty.gov.

xc: Development Review Committee
J Debes, 1700 Hudson Ave/Eagle Ridge Properties c/o: The Cabot Group
John Sciarabba, Land Tech Surveying & Planning
Monroe County Planning & Development

PROJECT REVIEW REPORT
Monroe County Development Review Committee

July 8, 2025

Subject: Attachment to File IR25008
Eagle Ridge Rezone
1720 Hudson Ave, Rochester 14617

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

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

1. Plans for any extension or relocation of water main or sanitary sewer must be submitted to and approved by the Monroe County Department of Public Health.

2. The proposed project is considered a realty subdivision and will require approval by the Monroe County Department of Public Health.

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

1. No comment on resubdivision. Additional comments will follow when full site plans are submitted for review.

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

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

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

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

   PW-2 Forms can be downloaded at:

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

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

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

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

a town for a lifetime
IRONDEQUOIT New York

TO: The Honorable Town Board

FROM: Michelle Nichols, Planning & Zoning

DATE: July 1, 2025

SUBJECT: **Eagle Ridge- 1776, 1750, 1732, 1720, 1710 Hudson Avenue - Rezoning Application**

At a Planning Board meeting on Monday, June 23, 2025, the Planning Board reviewed the Application Request submitted by John Sciarabba of Land Tech Surveying and Planning, PLLC, 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 for the future development of apartment buildings

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

1. *It would help meet the goals of the Town, County and the State for housing.*
2. *It would bring continuity in zoning to the parcels by rezoning them to R-5.*
3. *The Planning Board is anxious to see a detailed site plan.*

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

Resolution No. 2025-_____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD REGARDING STATE ENVIRONMENTAL QUALITY REVIEW ACT COMPLIANCE IN THE MATTER OF REZONING 31 DOZIER LANE, TAX ID: 092.07-1-85 FROM R-1 RESIDENTIAL 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 22nd day of July, 2025, at 7:00 p.m. local time, there were

PRESENT:

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

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

WHEREAS, Land Tech Planning and Surveying as property owner has submitted an application to Rezoning 31 Dozier Lane, Tax ID: 092.07-1-85 in the R-1 Residential District to RRPDD – Ridge Road Planned Development District for the development of proposed mini storage units and flex office space buildings.

WHEREAS, the Parcels are currently zoned R-1 Residential and the Application seeks to zone the parcel to RRPDD – Ridge Road Planned Development District; and

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

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

WHEREAS, rezoning Parcels is an Unlisted Action under SEQRA; and

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

NOW THEREFORE BE IT RESOLVED, that the Town Board adopts a Negative Declaration for the Application in the form attached hereto as **Attachment A** and made a part hereof and determines that no Environmental Impact Statement is required.

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

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

This resolution shall take effect immediately upon its adoption.

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

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

Agency Use Only [If applicable]

Project: Eagle Ridge -Rezoning

Date: 07.22.2025

Short Environmental Assessment Form
Part 2 - Impact Assessment

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

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

PRINT FORM

Agency Use Only [If applicable]

Project: Eagle Ridge - Rezone

Date: 07.22.2025

Short Environmental Assessment Form
Part 3 Determination of Significance

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

Please see attached.

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

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

Irondequoit Town Board	10.15.2024
Name of Lead Agency	Date
Andrae Evans	Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Town of Irondequoit Town Board Dated: July 22, 2025

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

The Town of Irondequoit Town Board has reviewed the application to rezone 31 Dozier Lane in the R-1 Residential District to RRPDD – Ridge Road Planned Development District. The Town Board, in an uncoordinated review, has determined that the proposed action will not have a significant adverse environmental impact and that a draft environmental impact statement will not be prepared.

Name of Action: Negative Declaration

Location of Action: 31 Dozier Lane – Tax ID: 092.07-1-85

SEQRA Status: Unlisted

Lead Agency: Not applicable, uncoordinated review

Description of Action: The Property is currently zoned R-1 Residential. The Applicant would like to rezone this parcel to RRPDD – Ridge Road Planned Development District which will allow for the proposed development of mini storage units and flex office space buildings.

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

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

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

Resolution No. 2025- _____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING AN APPLICATION ON THE MATTER OF REZONING 31 DOZIER LANE FROM R-1 RESIDENTIAL 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 22nd day of July 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, the Application has been referred to the Town Planning Board and the Monroe County Planning and Development Department for review and comment pursuant to the requirements of the Town of Irondequoit Code, New York Town Law and New York Municipal Law; and

WHEREAS, the Application was reviewed and will be discussed at the Town Planning Board Workshop meeting held on July 14, 2025 and the Town Planning Board will issue a report on the rezoning to the Town Board no later than July 15, 2025; and

WHEREAS, the Monroe County Planning and Development Department have issued comments on the Application, under referral #IR25008 attached hereto as Attachment B; and

WHEREAS, a public hearing was held by the Town board, pursuant to Section 235-99 of the Town of Irondequoit Code and Section 20 of the New York State Municipal Home Rule Law on

July 22, 2025 at 7:3X p.m. during which the facts in support of the requested rezoning were presented and where public input was received and thereafter the public hearing was closed; and

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

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

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

AND, BE IT RESOLVED, that the Town Board herby adopts said Local Law ____ of 2025, amending the Official Zoning Map of the Town of Irondequoit to rezone 1776, 1750, 1732, 1720, 1710 Hudson Avenue in the R-1 Residential District and M-Manufacturing District to R-5 Residential District, and the Town Clerk is hereby directed to enter said Local Law in the minutes of this meeting and in the Local Law Book of the Town of Irondequoit, and to give due notice of the adoptions of said Local Law to the New York Secretary of State.

This resolution shall take effect immediately upon its adoption.

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

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

EXHIBIT A

LOCAL LAW NO. _____ of 2025
TO AMEND THE
OFFICIAL ZONING MAP OF THE TOWN OF IRONDEQUOIT

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

Section 1. The Official Zoning Map of the Town of Irondequoit is hereby amended so that 31 Dozier Lane in the R-1 Residential District is rezoned to RRPDD – Ridge Road Planned Development District.

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

Department of Planning & Development
Monroe County, New York

Adam J. Bello
County Executive

Ana J. Liss
Director

To: Town of Irondequoit Municipal Board

From: Steven Olufsen, Planner 2 SO

Date: July 1, 2025

Subject: 31 Dozier Lane
31 Dozier Ln, Rochester 14622
MCDP&D Response to Development Review Referral (IR25007)

Review Authority and Response:

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

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

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

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

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

☐ Yes ☒ No

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

☒ Yes ☐ No

MCDP&D Comments:

1. Please send all final decisions related to rezonings, site specific or municipal wide, to Monroe County's Department of Planning and Development. Monroe County attempts to keep a current record of zoning in Monroe County Communities and cannot keep this record up-to-date without your help.
2. Applicants are encouraged to contact other County Departments and non-county agencies to ensure all permitting requirements for this project have been satisfied.

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

xc: Development Review Committee
John Sciarabba, AS Dozier Lane, LLC
Monroe County Planning & Development

PROJECT REVIEW REPORT
Monroe County Development Review Committee

July 1, 2025

Subject: Attachment to File IR25007
31 Dozier Lane
31 Dozier Ln, Rochester 14622

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

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

1. The proposed project may require a backflow preventer. An engineer's report shall be submitted to the supplier of water to determine the degree of hazard and the need for backflow prevention.

2. Plans for proposed backflow preventer(s) must be submitted to and approved by the supplier of water and the Monroe County Department of Public Health prior to installation.

3. The proposed project is a subdivision of land that does NOT require Realty Subdivision approval by the Monroe County Department of Public Health. However if the plan is to be filed in the Monroe County Clerk's Office, Health Department sign off will be required. Existing and proposed utilities will need to be shown on the plans to ensure all lots have their own access to sanitary facilities and drinking water.

4. The proposed project is located in the proximity of a current or former Waste Site. The applicant will need to conduct an investigation to determine any potential impact(s) of the site on the project.

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

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

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

1. MCDES has reviewed this application and does not have any comment.

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

1. NYSDOT has reviewed this application and does not have any comment.

Resolution No. 2025-____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION FOR LABELLA ASSOCIATES TO ASSIST WITH A COMPETITIVE NEW YORK FORWARD 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 July 22nd, 2025 at 7:00 pm; there were

PRESENT:

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

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

WHEREAS, the New York State Department of State (NYSDOS) is offering grant funding for communities through their Downtown Revitalization Initiative

AND WHEREAS, the Town of Irondequoit Community Development Office has identified that the Hudson/Titus/Cooper corridor as an area of focus that would benefit from the grant program

AND WHEREAS, LaBella Associates is a subject matter expert in this area and will assist with the technical aspects of the application

AND WHEREAS, LaBella Associates is the Town Engineer and would provide this service for an additional fee outlined in Attachment A, which would need to be paid via the Town's General Fund as an unbudgeted expense

NOW THEREFORE, BE IT RESOLVED, that the Town Board agrees to move forward with the application and utilize the services of LaBella Associates.

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	_____

LaBella
Powered by partnership.

June 19, 2025

Bill Lang
Director of Community Development
Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617

RE: Proposal for Services
2025 NY Forward Application Services

Dear Bill:

Thanks for the opportunity to submit this letter form of proposal/agreement to help the Town of Irondequoit prepare a competitive NY Forward (NYF) application and slate of projects. We propose the following services based on our long-term DRI & NYF experience:

- ☐ Preparation and coordination of the NYF Application - $3,000
  - Preparation of 20-page grant application, including creative approaches to telling the story of Irondequoit and aligning with State priorities.
  - Assistance, identification, and strategic development of a competitive slate of projects that are transformative, synergistic, and ready-to-go.
  - Assistance with public outreach and attendance at events
  - Monthly or periodic meetings with a NYF committee
  - Submission of application
- ☐ Preparation of basic renderings for 2-3 projects - $5,000
  - Plan and/or renderings of transformative projects

Payment of the fees would be due within 30 days of filing the application.

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

Sincerely,

Ed

Edward Flynn, AICP
VP, Director of Planning
LaBella Associates, D.P.C

Accepted by the Town of Irondequoit

By: _____

Date: _____

Resolution No. 2025- _____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE CALLING OF A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND TOWN CODE CHAPTER 235 REGARDING SHORT TERM RENTALS

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 22nd day of July 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
McConnville Considine Cooman & Morin	Attorney for the Town

WHEREAS, at a regular meeting of the Town Board, Town Board Member _____ introduced a proposed local law regarding amendments to Irondequoit Town Code Chapter 235 to establish a new definition to Town Code Section 235-4B and creating a new Local Law adding to Town Code Section 235-75.1, and the proposed amended local law is attached hereto as **Exhibit A (the "Proposed Law")**; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby schedules a public hearing on this matter on **August 19, 2025 at 7:3X p.m.**

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	

Exhibit A

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

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

Section 1. Purpose. The Town Board of the Town of Irondequoit has studied the need for regulations surrounding short-term rentals within the Town and has determined that it is necessary to adopt this local law to promote and preserve the health, safety and welfare of the Town and its citizens. These regulations allow for a maximum number of short-term rental permits that are not transferable and gradually reduce in number over time. This is intended to promote permanent owner-occupied or long-term rental housing within the Town.

Section 2. Amendment to Chapter 235. Chapter 235, Zoning, of the Code of the Town of Irondequoit, is hereby amended to add new Definitions to Section 235-4(B), as follows:

AUTHORIZED OFFICIAL

A person or persons employed by the Town of Irondequoit so designated to perform those duties of enforcing the provisions of this chapter. "Authorized Official" includes without limitation the Director of Community Development, Fire Marshal/Building Inspector, Code Enforcement Officer and/or any employee designated by them, and/or designated by the Town Board by resolution from time to time.

BED-AND-BREAKFAST

A bed-and-breakfast is not a hotel or motel, but rather is an owner-occupied dwelling in which overnight accommodations and breakfast only are provided to transient guests for compensation. Such use is secondary to the occupancy of the dwelling by a family.

HOTEL or INN

A business enterprise which offers to the general public temporary lodging accommodations that are used, rented or hired out to be occupied by transient guests who have their residences elsewhere, and which may contain other facilities accessory thereto which primarily are intended for use by

such guests, including but not limited to snack bars, recreational facilities or activities, and retail shops for the sale of souvenirs and sundries, or which are intended for use by such guests as well as the general public, including but not limited to meeting rooms and restaurants or other dining facilities. This definition shall not include short-term rentals, as defined by this Chapter.

MOTEL

A building or group of buildings in which lodging is provided for compensation for primarily automobile transients, and which has individual entrances from the outside of the building for at least 25% of the dwelling or rooming units located therein.

SHORT-TERM RENTAL

Any portion of real property rented for compensation in exchange for lodging for a period of not more than 28 consecutive days. This may include a bed-and-breakfast, and campgrounds, tent sites or tent platforms and other temporary structures on the parcel. For the purpose of this chapter, the term "short-term rental" shall not include a hotel, inn, motel, or ongoing month-to-month rentals.

Section 3. Amendment to Chapter 235. Chapter 235, Zoning, of the Code of the Town of Irondequoit, is hereby amended to add a new Article XIIIB, as follows:

Article XIIIB Short-Term Rentals

§ 235-75.50 General Prohibition. Short-term rentals are prohibited within the Town of Irondequoit, except as provided for in this Article.

§235-75.51 Presumption of dwelling unit as short-term rental.

A. The presence of the following shall create a presumption that all or a part of the property is being used as a short-term rental:

(1) All or a part of the property is offered for lease on a short-term rental website, including but not limited to Airbnb, Home Away, and/or VRBO, for a rental period of less than 28 consecutive days; and/or

(2) All or a part of the property is offered for lease for a period of 28 days or less through any form of advertising.

B. The foregoing presumptions may be rebutted by evidence presented to the Authorized Official that the premises is not operated as a short-term rental.

§235-75.52 Required Permit.

A. Owners shall not use their property as a short-term rental without first obtaining a revocable short-term rental permit. A short-term rental permit is a privilege within the Town of Irondequoit and not a right, and can be revoked for failing to comply with the requirements of this Chapter.

B. A short-term rental permit shall be valid for two years and must be renewed thirty (30) days before the expiration of current permit if the premises is to continue to operate as a short-term rental.

C. The short-term rental permit is not transferable to a new owner. The new owner of the premises subject to a short-term rental permit must file a new permit application and obtain a short-term rental permit before operating property as a short-term rental. In the event a short-term rental is owned by an entity, such as a limited liability company or corporation, any transfer of ownership interest in the entity shall be considered a transfer of the short-term rental permit for the purposes of this Chapter.

D. Notwithstanding the foregoing, those properties with short-term rental commitments existing on the date this section takes effect shall be permitted to honor such existing commitments but must apply for a permit within sixty (60) days of this local law's effective date for all future short-term rental commitments. In the event such application is denied, all commitments shall be cancelled.

E. The total number of short-term rental permits shall not exceed fifty (50) in number. Any permit issued to an existing short-term rental property after transfer of ownership shall be considered a new permit and count against the total number of permits within the Town. In the event that the initial permit applications exceed the total number allotted, approved permits may be granted by lottery.

F. The Department of Community Development shall maintain a list of active short-term rental permits that includes the name of the owner(s) and address of the property. The list shall be updated and made available on the Town's website.

§235-75.53 Short-term rental permit application requirements.

A. Applications for a short-term rental permit or renewal may be obtained from the Community Development Department. Applications shall be submitted to the Community Development Department, accompanied by payment of a non-refundable permit fee to be determined from time to time by resolution of the Town Board. The application shall include the following:

(1) The signatures of all owners or their designated agents.

(2) A statement authorizing the Authorized Official to inspect the property to ensure compliance with all requirements and standards contained within this chapter.

(3) An acknowledgement of present and ongoing compliance with the short-term rental standards as defined in this chapter, including, but not limited to, the demonstration of adequate off-road parking spaces for the proposed short-term rental.

(4) A list of each property owner and the name of any manager or management agency managing the property, including names, addresses, telephone numbers and email addresses of each. Whenever the property is owned by an entity, such as a limited liability company or corporation, the names, addresses, telephone numbers and emails of the individual owners of the entity shall also be provided.

(5) The name, address, telephone number and email address of a contact person, who shall be responsible and authorized to act on the owners' behalf to promptly remedy any violation of the standards outlined in this

section. The contact person shall also be considered an agent of the owner(s) for the service of legal process for any proceedings arising out of this Chapter. The contact person may be an owner, or an agent designated by the owner(s) to serve as a contact person, and shall respond to any correspondence or concern from the Town within 4 hours. The contact person must be located within twenty (20) miles of the Town Hall to ensure that the person is able to personally respond promptly to correspondence or concerns with the short-term rental.

(6) Land Survey Requirement - As a condition of obtaining or renewing a short-term rental permit, the applicant shall submit a current land survey map prepared and certified by a licensed land surveyor registered in the State of New York.

(7) An accurate suitable floor plan for each level of the dwelling that can be occupied measuring at least 8.5 inch by 11 inch, drawn to scale and certified by the applicant. The floor plan does not need to be prepared by a professional, but must include the following:

(a) The location of buildings and required parking.

(b) Basement: location of house utilities and all rooms including bedrooms, windows, exits and any heating/cooling units.

(c) First floor: all rooms including bedrooms, windows, exits and any heating/cooling units.

(d) Second floor: all rooms including bedrooms, windows, exits and any heating/cooling units.

(e) Attic (if present): all rooms including bedrooms, windows, exits and any heating/cooling units.

(7) A statement that none of the owners of the subject property, and if applicable that none of the owners of an entity owning the subject property, have had a short-term

rental permit revoked within the previous year for any rental properties owned individually or together with others within the Town of Irondequoit or elsewhere.

(8) Each application for a renewal of a short-term rental permit shall include a certification of compliance with the requirements of this Chapter and Article 12-D of the New York Real Property Law.

B. All completed applications are subject to a floor plan review and approval by the Authorized Official.

C. Owners wishing to apply for a variance relating to sleeping capacity, parking capacity, or other standards stated below must petition to the Zoning Board of Appeals.

§235-75.54 Short-term rental standards.

A. Property requirements.

(1) Property must comply with and meet all current New York State Uniform Building Codes.

(2) Property must comply with and meet all requirements of Article 12-D of the New York Real Property Law, including registration.

(3) There shall be a minimum 500 feet of separation between the boundaries of properties containing a short-term rental.

(4) Each rental shall be for a minimum of three consecutive days.

(5) There shall be one working smoke detector in each sleeping room and one additional smoke detector on each floor. Carbon monoxide detectors shall be installed as required by the New York State Uniform Fire Prevention and Building Code.

(6) Evacuation procedures must be posted in each sleeping room to be followed in the event of a fire or smoke condition or upon activation of a fire or smoke-detecting

or other alarm device.

(7) There shall be an ABC fire extinguisher on each floor and in the kitchen. Fire extinguishers shall be inspected prior to a renter occupying the property and no less than monthly by the permit holder(s) to ensure each contains a full charge. A record of the date inspected initialed by the permit holder shall be maintained and made available to the Authorized Official upon request.

(8) The house number shall be located both at the road and on the dwelling unit so that the house number is clearly visible from both the road and the driveway.

(9) Exterior doors shall be operational and all passageways to exterior doors shall be clear and unobstructed.

(10) Electrical systems shall be in good operating condition, labeled, unobstructed and shall be visible for the Authorized Official during the permitting process. Any defects found shall be corrected prior to permit issuance.

(11) All fireplaces shall comply with all applicable laws and regulations.

(12) All parking must be located on-site. The property must have a minimum of one off-road parking space for every bedroom shown on the floor plan included with the application.

(13) Maximum occupancy for each short-term rental unit shall not exceed two people per bedroom shown on the floor plan included with the application. The maximum occupancy of a short-term rental unit shall not exceed 12 people, including permanent residents and renters.

(14) In the event that the property has a septic system, the maximum occupancy shall be defined by the capabilities of the septic system, but in no event shall overnight occupancy for any short-term rental unit exceed 12 people total.

(15) A septic system at the property must meet all state requirements.

(16) The septic system must have been pumped within the past four years and proof of pumping and satisfactory inspection by a qualified septic disposal firm shall be available to the Authorized Official. Once a short-term rental permit is issued, the septic system must be pumped at least once every four years.

(17) The water supply to the property must meet all state requirements.

(18) In order to maintain the residential nature of the neighborhoods, external signage is not permitted.

(19) Emergency contact information shall be prominently posted in the interior of the short-term rental.

B. Noise Detection System Requirements. To proactively prevent and mitigate excessive noise disturbances that may negatively impact neighboring properties and community peace, each short-term rental shall comply with the following noise monitoring standards.

(1) Each short-term rental shall have an active noise detection system capable of continuously monitoring decibel levels both indoors and outdoors during all rental periods.

(2) The system shall be capable of:
   (a) Measuring real-time noise levels in decibels (dBA),
   (b) Sending automated alerts (via SMS, email, or mobile app) to the property owner, property manager, or designated contact when thresholds are exceeded,
   (c) Generating downloadable logs or reports available to enforcement authorities upon request.

(3) Noise Thresholds.
   (a) Quiet hours shall be observed between 10:00 PM and 7:00 AM.

(b) During quiet hours, noise levels measured at the property line shall not exceed 55 dBA, or as defined by applicable local noise ordinances.
(c) Outside of quiet hours, noise levels shall not exceed 65 dBA at the property line.

(4) Notification and Response Protocol.
(a) Upon receipt of a noise alert, the property owner or responsible contact shall take reasonable steps to address and abate the noise disturbance within 30 minutes.
(b) Failure to respond to multiple alerts or to abate recurring noise violations may be grounds for enforcement action including permit suspension or revocation.

(5) The location of the noise detection system shall be determined by the Authorized Official.

C. Insurance standards. All applicants and permit holders must provide "evidence of property insurance" and a "certificate of liability insurance" indicating the premises is insured as a short-term rental and maintain such insurance throughout the term of the short-term rental permit.

D. Provisions shall be made for weekly garbage removal during rental periods. Garbage containers shall be secured with tight-fitting covers at all times to prevent leakage, spilling or odors, and placed where they are not clearly visible from the road except at approximate pick-up time.

E. Rental contract: All applicants and permit holders must have a rental contract, which includes the following:

(1) Maximum property occupancy;

(2) Maximum on-site parking provided;

(3) Prohibition of on-street parking; and

(4) Code of conduct with a good neighbor statement that includes the following:

(a) The short-term rental is in a residential area in the Town of Irondequoit and that renters should be considerate of the residents in neighboring homes.

(b) Guests are requested to observe quiet hours from 10:00 p.m. through 7:00 a.m.

(c) All renters will be subject to New York Penal Law § 240.20 or any successor statute regarding disorderly conduct.

(d) Littering is illegal; and

(e) Recreational campfires, if permitted, must be attended.

§235-75.55 Procedures upon filing application.

A. Short-term rental permit applications and renewal applications shall be filed with the Community Development Department with all supporting documentation and the non-refundable permit fee. Only completed applications will be accepted by the Town. Authorized Official may decline to accept an application for consideration for any of the following reasons:

(1) Documentation required by this article was not included or the full permit fee was not paid.

(2) A previously issued short-term rental permit was revoked within the past year and defects and/or violations have not been corrected and inspected by the Authorized Official.

B. Upon receipt of a completed short-term rental permit application, adjacent property owners of the short-term rental shall be notified of the application by the Town via postcard. For the purposes of this Article, adjacent property owners shall mean the owners of parcels that are located within 100 feet of the boundary of the property where the short-term rental is proposed.

C. Upon acceptance of the completed permit application, all documents and information required by this article and the permit fee, the Authorized Official shall have sixty (60) days to conduct a property inspection to certify and approve that all short-term rental requirements have been met.

D. The application forms may include authorization to conduct a background check as part of the application process. The Authorized Official may conduct a background check consistent with the requirements of Article 23-A of the Corrections Law.

E. Upon approval of the short-term rental application by the Authorized Official, a short-term rental permit will be issued. Short-term rental permits issued pursuant to this Section shall state the following:

(1) The names, addresses and phone numbers of each person or entity that has an ownership interest in the short-term rental property.

(2) The name, address and phone number of a primary contact person who shall be available during the entire time the short-term rental property is being rented.

(3) The maximum occupancy and vehicle limits for the short-term rental property.

(4) Identification of the number of and location of parking spaces available.

(5) Any conditions imposed by the Zoning Board of Appeals and/or Authorized Official.

§235-75.56 Conformity and display of permit.

A. Short-term rental permits are subject to continued compliance with the requirements of these regulations.

(1) If the Authorized Official has probable cause to believe that the owner is not in compliance with the provisions of this law, he or she may request permission from an owner

of the short-term rental permit to enter the premises and to conduct an inspection of the short-term rental property for purposes of ensuring compliance with this section. If the property owner refuses to permit the Authorized Official to inspect the property, the permit may be revoked. If an inspection authorized herein is conducted, the Authorized Official shall use the results of such inspection in determining whether to revoke the permit.

(2) The short-term rental permit, maximum occupancy limit, maximum parking, contact form and standards shall be prominently displayed inside and near the front entrance of the short-term rental.

(3) The short-term rental permit holder shall ensure that current and accurate information is provided to the Authorized Official and that they notify the Authorized Official immediately of any change in the information displayed on the permit. If, based on such changes, the Authorized Official issues an amended short-term rental permit; the owners must immediately post the amended permit inside and near the front entrance of the short-term rental.

(4) The short-term rental permit holder must conspicuously display the short-term rental permit number in all advertisements for the applicable short-term rental.

B. Within ten (10) days of the anniversary date from when a short-term rental permit was last issued and/or renewed, the owner(s) shall file an annual verification and compliance affirmation in a form created by the Community Development Department. The form shall require updated contact information, insurance verification, and affirmation of compliance with this Chapter under the penalty of perjury. The form shall also require the owner(s) to report the total occupancy taxes paid to the State and Monroe County for the prior year.

§235-75.57 Compliance and penalties.

A. Violations of this article or of any short-term rental permit issued pursuant to this article shall be subject to enforcement and

penalties prescribed in this chapter and subject to the penalties provided for in Article XIX of this chapter.

B. If the Authorized Official either witnesses or receives a written complaint of an alleged violation of this section or of any short-term rental permit issued pursuant to this section, he or she shall properly record such complaint and immediately investigate the report thereon. If the investigation determines there is a violation of this chapter, the owners shall be notified in writing by personal delivery or first class mail and certified return receipt mail of said violations and the Authorized Official may take any or all of the following actions:

(1) Attach conditions to the existing short-term rental permit.

(2) Suspend the short-term rental permit. The notice of suspension shall be provided to the property owner and a copy filed with the Town Clerk.

(3) Require corrective action that remedies the violation(s). The corrective action must be completed and approved within thirty (30) days of notice from the Code Enforcement Officer or the owner risks revocation of the short-term rental permit.

(4) Issue a court appearance ticket for violation of a Town law.

(5) Revoke the short-term rental permit. Should a permit be revoked, all owners of the short-term rental are prohibited from obtaining a short-term rental permit on the property for one year after the date of revocation. The Director of Community Development shall send notices of revocation to property owners and shall file a copy with the Town Clerk.

(6) Upon the finding of a violation, any court having jurisdiction may impose penalties of $1,000 for first

violation, $2,500 for second violation within two (2) year period, and $5,000 for third violation within two (2) year period.

C. The Town may commence an action or proceeding seeking appropriate legal and/or injunctive relief, including a permanent injunction. Where a short-term rental is being unlawfully operated, including without a permit or in violation of a permit, the Court in such action or proceeding may impose a civil penalty in the amount of $500 per day of violation found to exist. The Town shall also be entitled to recover its reasonable attorney fees in such action or special proceeding.

§235-75.58 Grounds for suspension of revocation of permit.

A. The Director of Community Development may immediately suspend a short-term rental permit based on any of the following grounds:

(1) Applicant has falsified or failed to provide information in the application for a permit or the application for permit renewal.

(2) Applicant failed to meet or comply with any of the requirements of this chapter.

(3) Owner is in violation of any provision of the Code of the Town of Irondequoit.

(4) Owner has violated any provision of the Penal Code of the State of New York, which violation occurred at, or related to the occupancy of the short-term rental.

(5) Any conduct on the premises, which disturbs the health, safety, peace or comfort of the neighborhood or which otherwise creates a public nuisance.

(6) Removal or disrepair of any safety devices such as, but not limited to, smoke and carbon monoxide detectors, fire extinguishers and egresses.

§235-75.59 Appeals and hearings. The property owner is entitled to appeal the Authorized Official's determination to the Zoning Board of Appeals when a property owner's application for a short-term rental permit or a short-term rental permit renewal is denied or a short-term rental permit is revoked. A notice of appeal shall be filed with the Town Clerk and the Zoning Board of Appeals within 60 days of the filing of the denial or revocation with the Town Clerk.

Section 4. Severability. In the event that one or more of the provisions of this local law shall be deemed unenforceable, the remaining provisions of this local law shall remain in full force and effect.

Section 5. Effective Date. This local law shall take effect immediately upon its adoption by the Town Board and the filing thereof with the New York Secretary of State.

Resolution No. 2025-___

EXTRACT OF THE MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH LIFESPAN OF GREATER ROCHESTER, INC. FOR THE "HOME SAFE HOME FOR SENIORS" PROGRAM OF SUPPORT SERVICES TO THE ELDERLY AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2025 THROUGH JULY 31, 2026

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 22nd day of July, 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, it is necessary to secure the services of Lifespan to provide non-medical home support services to elderly residents of the Town; and

WHEREAS, Lifespan has submitted a proposal for the "Home Safe Home for Seniors" program for the twelve (12) month period from August 1, 2025 through July 31, 2026 for the total amount of $15,000; and

WHEREAS, Lifespan's "Home Safe Home for Seniors" program was part of the Irondequoit 2025 Community Development Block Grant Program adopted by the Town Board pursuant to Resolution 2025-093; and

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

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with Lifespan of Greater Rochester, Inc. for non-medical home support services to elderly residents of Irondequoit as approved through the Community Development Block Grant during the grant period from August 1, 2025 through July 31, 2026 in the amount of $15,000.

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_____

AGREEMENT BETWEEN THE TOWN OF IRONDEQUOIT AND LIFESPAN OF GREATER ROCHESTER, INC.

This is an Agreement entered into on the 1st day of August, 2025 between the Town of Irondequoit, a municipal corporation having offices at 1280 Titus Avenue, Rochester, New York 14617, on behalf of the Community Development Block Grant Program (hereinafter referred to as the "CDBG"), and Lifespan of Greater Rochester, Inc., having offices at 1900 South Clinton Avenue, Rochester, New York 14618 (hereinafter referred to as "Lifespan").

WHEREAS, the primary objective of the CDBG program is to foster the development of viable urban communities by providing good housing and a suitable living environment, and by expanding economic opportunities, principally for low and moderate income persons; and

WHEREAS, by definition under the CDBG program, senior citizens and handicapped persons are considered to be persons of low or moderate income; and

WHEREAS, the Lifespan Home Safe Home for Seniors program was developed to provide home safety assessments and minor home modifications to persons age 62 and older and to handicapped persons of any age so as to enhance the lives of seniors and handicapped persons by contributing to their independence and freedom.

NOW THEREFORE, in consideration of the terms and conditions herein, it is hereby agreed by and between the parties as follows:

1. Lifespan agrees to provide the services set forth in ATTACHMENT A (the "Services").

2. The CDBG agrees to pay Lifespan for the services set forth in ATTACHMENT A the total sum not to exceed Fifteen Thousand Dollars ($15,000.00). Such sum shall be paid to Lifespan according to monthly invoices for services rendered as submitted by Lifespan.

3. Lifespan agrees to provide statistical information related to the monthly invoices as requested by the CDBG.

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

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

Lifespan shall, upon request of the CDBG or the Town of Irondequoit, provide the CDBG such documentation, records, information and data and respond to such inquiries as the CDBG may deem necessary or appropriate and shall fully cooperate with independent auditors to have access and to examine and copy all records, documents, reports, and financial statements as may be necessary to comply or to assure or monitor compliance with the Act, the Circulars and such other

circulars, interpretations, opinions, rules or regulations as may, from time to time, be issued or promulgated pursuant to or in connection with the Act.

Lifespan agrees that the Town of Irondequoit, CDBG or any of their duly authorized representatives, including HUD, may inspect and audit all records, books, papers and documents associated with this Agreement and further agrees to maintain for a period of five (5) consecutive years following the termination of this Agreement all records, reports and other documentation arising out of the performance of this Agreement.

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

NON DISCRIMINATION:
Lifespan specifically agrees that it will carry out its work and obligations under the terms of this Agreement pursuant to the provisions of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, which acts prohibit discrimination on the basis of race, creed, sex, familial status, age, handicap or national origin. Lifespan agrees to administer the Agreement in accordance with the provisions of the Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 109 of the Housing and Community Development Act of 1974, as amended, which acts prohibit discrimination against persons with disabilities under any program or activity receiving Federal financial assistance. Lifespan further agrees to abide by the provisions of Article 15 (§§290-302) of the Executive Law of the State of New York with respect to unlawful discriminatory practices. Such provisions of law are incorporated into this Agreement as if set forth herein in full.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

TOWN OF IRONDEQUOIT

By: _____
Andrae Evans, Supervisor

LIFESPAN OF GREATER ROCHESTER, INC.

By: _____
Ann Marie Cook, President and CEO

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this __ day of _____, 2025, before me personally came **Andrae Evans**, to me known, who being by me duly sworn, did depose and say that he resides in the Town of Irondequoit, Monroe County, New York, that he is the **Supervisor** of the Town of Irondequoit, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the Town of Irondequoit.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this __ day of _____, 2025, before me personally came **Ann Marie Cook**, to me known, who duly sworn, did depose and say that she resides in Monroe County, New York; that she is the **President and CEO** of Lifespan of Greater Rochester, Inc., the corporation described in and which executed the foregoing instrument; that she signed her name thereto by order of the Board of Directors.

_____
Notary Public

ATTACHMENT A

THE SERVICES

SCOPE OF SERVICES TO BE PERFORMED: Lifespan of Greater Rochester, Inc. will provide home falls prevention assessments and minor home modifications up to 100 homes of the Town of Irondequoit. Services will be provided to residents of Irondequoit who are age 62+ and to persons with disabilities of any age. These services are financially covered by a grant from the Town of Irondequoit Community Development Block Grant.

Examples of home modifications that Lifespan will perform:

Carbon monoxide detectors	Tub seats
Grab bars	Toilet hand grips
Night lights	Shower/tub mats
Transfer bench	Smoke detectors
Hand held shower	Stair hand rails
Tub grips	
Raised toilet seat	
Door grips	
Toilet hand rail	

Lifespan will perform

- A falls prevention assessment in each home
- Based on the results of the assessment, actual home modifications including provision of equipment/supplies to prevent falls and other injuries

Lifespan will provide monthly reports of program activity to the Town of Irondequoit in a format requested by the Town.

Referrals will be received through NY Connects or through direct referral from the Town of Irondequoit. Services provided through this contract will be covered by a grant from the Town of Irondequoit Community Development Block Grant for qualified recipients. Eligibility will be determined based on age and/or disability and income of the resident applying Community Development Block Grant income guidelines. Lifespan will also provide services to individuals who do not meet the income guidelines but will charge a labor rate and the actual cost of materials used. We will also work with the Irondequoit Department of Community Development and work with local media to increase referrals if necessary.

Assessments, modifications and equipment will be provided without charge to Irondequoit residents found eligible for the service. Lifespan will request that program recipients complete a customer satisfaction survey and will provide program recipients with written material about making a voluntary contribution to Lifespan.

ATTACHMENT B

STANDARD TERMS & CONDITIONS FOR TOWN OF IRONDEQUOIT CONTRACTS

The Contractor agrees to be bound by the following clauses, which are hereby made a part of the contract dated August 1, 2025 ("Contract"). As used herein, the word "Contractor" herein refers to Lifespan of Greater Rochester, Inc., and the word "Town" herein refers to the Town of Irondequoit.

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

2. **TERM OF AGREEMENT**. The Contract shall be for the period from August 1, 2025 through July 31, 2026, unless sooner terminated pursuant to the terms hereof.

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

4. **FEES**. The Town shall pay the Contractor the fees set forth in Section 2 of the Contract. Payment shall be made by the Town's Accounts Payable Office upon submittal of invoice(s) approved by the Comptroller, or her designee.

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

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

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

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

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

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

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

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

Coverage must be written by an insurance company lawfully authorized to do business in New York State. Such insurance coverage will protect the Contractor from all which may arise out of or result from the Contractor's operations or those of its employees, agents or authorized subcontractors under

the Contract and for which the Contractor may be legally liable, including without limitation, the following:

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

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

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

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

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

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

11. **SEVERABILITY; GOVERNING LAW**. The invalidity of any portion of the Contract shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Contract shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to the Contract, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Contract shall be brought in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

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

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

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

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

LIFESPAN OF GREATER ROCHESTER, INC.

By: _____
Ann Marie Cook, President and CEO

TOWN OF IRONDEQUOIT

By: _____
Andrae Evans, Supervisor

Resolution No. 2025-____

EXTRACT OF THE MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH LIFESPAN OF GREATER ROCHESTER, INC. FOR TRANSPORTATION SERVICES TO THE ELDERLY AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2025 THROUGH JULY 31, 2026

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 22nd day of July, 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, it is necessary to secure the services of the Lifespan of Greater Rochester, Inc. to provide transportation services to elderly residents of the Town; and

WHEREAS, the Lifespan of Greater Rochester, Inc. has submitted a proposal for the twelve (12) month period from August 1, 2025 through July 31, 2026 in the amount of $32,954; and

WHEREAS, Lifespan's program was part of the Irondequoit 2025 Community Development Block Grant Program adopted by the Town Board pursuant to Resolution 2025-093; and

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

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with the Lifespan of Greater Rochester, Inc. for transportation services to elderly residents of Irondequoit as approved through the Community Development Block Grant during the grant period from August 1, 20235 through July 31, 2026 in the amount of $32,954.

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_____

AGREEMENT BETWEEN THE TOWN OF IRONDEQUOIT AND LIFESPAN OF GREATER ROCHESTER INC.

This is an Agreement entered into on the 1st day of August, 2025, between the Town of Irondequoit, a municipal corporation having offices at 1280 Titus Avenue, Rochester, New York 14617, on behalf of the Community Development Block Grant Program (hereinafter referred to as the "CDBG"), and Lifespan of Greater Rochester Inc., having offices at 1900 South Clinton Avenue, Rochester, New York 14618 (hereinafter referred to as "Lifespan").

WHEREAS, the primary objective of the CDBG program is the development of viable urban communities by providing good housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons; and

WHEREAS, by definition under the CDBG, senior citizens are considered to be persons of low or moderate income; and

WHEREAS, Lifespan has extensive experience in providing specialized transportation services;

NOW THEREFORE, in consideration of the terms and conditions herein, it is hereby agreed by and between the parties as follows:

Lifespan agrees to provide non-emergency group transportation services to persons age 60 years and older who reside in the Town of Irondequoit that are unable to drive or take public transit. Rides can be booked seven (7) days a week with most providers that offer weekend transportation; however the IRide mobility manager service is only available Monday through Friday during normal business hours. Reservations are required for all discounted trips. The program provides services to destinations within Monroe County for the following purposes: non-emergency medical appointments, physical therapy, visits to nursing homes, grocery shopping, and to other destinations for social outings.

In order to be eligible, riders must be residents of the Town of Irondequoit to receive the CDBG subsidy; the mobility manager will help residents to determine if additional fare reductions may be applicable by other funders. Riders would receive a CDBG subsidy, payable directly to the provider they use, for the first eight (8) one-way rides a month for routine medical appointments, grocery trips, visits to nursing homes and social outings; and a subsidy for up to twenty-five (25) one-way rides if the need is for chronic medical treatments such as dialysis, chemotherapy, radiation, physical therapy and similar treatments. This will ensure that limited Town funds will not be depleted quickly and that priority needs can be addressed.

1. Lifespan will provide transportation services through its travel partners under this Agreement and will seek reimbursement from the Irondequoit CDBG at a rate between four dollars ($4.00) to eight dollars ($8.00) per trip up to a total of one thousand (2,500) individual trips. Lifespan will control the quantity and quality of the transportation services to be provided by this Agreement. Lower-income older adults participating the program

will obtain increased travel subsidies, in some cases resulting in no fare, through use of Medical Motor Service, one of the travel partners of IRide coordinated by Lifespan.

2. The CDBG agrees to pay Lifespan for the services set forth herein the total sum not to exceed thirty-two thousand nine hundred fifty four dollars ($32,954). Such sum shall be paid to Lifespan according to monthly invoices for services rendered as submitted by Lifespan.

3. The CDBG further agrees to reimburse Lifespan for administrative costs for insurance for the services provided pursuant to this Agreement and CDBG-related accounting expenses, provided such costs are included within the t thirty-two thousand nine hundred fifty four dollars ($32,954), maximum annual grant set forth in Section 2, above.

4. Lifespan agrees to provide statistical information related to the monthly invoices as requested by the CDBG.

5. The term of this Agreement will be from August 1, 2025, through July 31, 2026.

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

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

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

Lifespan agrees that the CDBG or any of its duly authorized representatives, including HUD, may inspect and audit all records, books, papers and documents associated with this Agreement and further agrees to maintain for a period of five (5) consecutive years following the termination of this Agreement all records, reports and other documentation arising out of the performance of this Agreement.

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

NONDISCRIMINATION: Lifespan specifically agrees that it will carry out its work and obligations under the terms of this Agreement pursuant to the provisions of Title VI of the Civil

Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, which acts prohibit discrimination on the basis of race, creed, sex, familial status, age, handicap or national origin. MMS agrees to administer the Agreement in accordance with the provisions of the Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 109 of the Housing and Community Development Act of 1974, as amended, which acts prohibit discrimination against persons with disabilities under any program or activity receiving Federal financial assistance. MMS further agrees to abide by the provisions of Article 15 (§§290-302) of the Executive Law of the State of New York with respect to unlawful discriminatory practices. Such provisions of law are incorporated into this Agreement as if set forth herein in full.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

TOWN OF IRONDEQUOIT

By: _____
Andrae Evans, Supervisor

LIFESPAN OF GREATER ROCHSTER INC.

By: _____
Ann Marie Cook
President/CO

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this __ day of _____, 2025, before me personally came **Andrae Evans,** to me known, who being by me duly sworn, did depose and say that he resides in the Town of Irondequoit, Monroe County, New York, that he is the **Supervisor** of the Town of Irondequoit, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the Town of Irondequoit.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this __ day of _____, 2025, before me personally came Ann Marie Cook, to me known, who duly sworn, did depose and say that she resides in Monroe County, New York; that she is the **President/CEO** of Lifespan of Greater Rochester Inc., the corporation described in and which executed the foregoing instrument; that she signed her name thereto by order of the Board of Directors.

_____
Notary Public

ATTACHMENT A

STANDARD TERMS & CONDITIONS FOR TOWN OF IRONDEQUOIT CONTRACTS

The Contractor agrees to be bound by the following clauses, which are hereby made a part of the contract dated August 1, 2025, ("Contract"). As used herein, the word "Contractor" herein refers to the Lifespan of Greater Rochester, Inc., and the word "Town" herein refers to the Town of Irondequoit.

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

TERM OF AGREEMENT. The Contract shall be for the period from August 1, 2025, through July 31, 2026, unless sooner terminated pursuant to the terms hereof.

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

FEES. The Town shall pay the Contractor the fees set forth in Section 2 of the Contract. Payment shall be made by the Town's Accounts Payable Office upon submittal of invoice(s) approved by the Comptroller, or her designee.

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

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

WAIVER OF DAMAGES; INDEMNITY. The Contractor hereby waives and releases the Town from any claims the Contractor may have at any time arising out of or relating in any way to the Contract, except to the extent caused by the Town's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the Town be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Town has been advised in advance of the possibility of such damages. This shall constitute the Town's sole liability to the Contractor and the Contractor's exclusive remedies against the Town. Except for the sole negligence or willful misconduct of the Town the Contractor shall indemnify, hold harmless and defend the Town and its Town Board, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from the Contract. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Town, and its Town Board officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with the Contract. The Contractor, at its own expense, shall defend any action brought against the Town to the extent that such action is based upon a claim that the goods or services supplied

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

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

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

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

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

Coverage must be written by an insurance company lawfully authorized to do business in New York State. Such insurance coverage will protect the Contractor from all which may arise out of or result from the Contractor's operations or those of its employees, agents or authorized subcontractors under the Contract and for which the Contractor may be legally liable, including without limitation, the following:

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

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

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

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

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

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

SEVERABILITY; GOVERNING LAW. The invalidity of any portion of the Contract shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Contract shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to the Contract, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Contract shall be brought in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

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

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

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

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

LIFESPAN OF GREATER ROCHESTER INC.

TOWN OF IRONDEQUOIT

By: _____
Ann Marie Cook, President/CEO

By: _____
Andrae Evans, Supervisor

Resolution No. 2025-_____

EXTRACT OF THE MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE IRONDEQUOIT COMMUNITY CUPBOARD TO PROVIDE HEALTHY FOOD CHOICES TO LOW-INCOME RESIDENTS AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2025 THROUGH JULY 31, 2026

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 22nd day of July 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, it is necessary to secure the services of the Irondequoit Community Cupboard to provide healthy food choices to low income persons in the Town to enhance the quality of the lives of people in need; and

WHEREAS, the Irondequoit Community Cupboard has submitted a proposal for the twelve (12) month period from August 1, 2025 through July 31, 2026 for the total amount of $25,045; and

WHEREAS, Irondequoit Community Cupboard's program was part of the Irondequoit 2025 Community Development Block Grant Program adopted by the Town Board pursuant to Resolution 2025-093; and

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

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with the Irondequoit Community Cupboard to provide healthy food choices to low income persons in the Town as approved through the

Community Development Block Grant during the grant period from August 1, 2025 through July 31, 2026 in the amount of $25,045.

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_____

TOWN OF IRONDEQUOIT & IRONDEQUOIT COMMUNITY CUPBOARD

2025 – 2026 AGREEMENT

THIS AGREEMENT is entered into this 1st day of August, 2025 by and between the Town of Irondequoit, a municipal corporation, having its principal office and place of business at 1280 Titus Avenue, Rochester, New York 14617 (the "Town") and the Irondequoit Community Cupboard, Inc., a not-for-profit corporation, having its principal office and place of business at 2841 Culver Rd, Rochester, NY 14622 (hereinafter "Contractor").

RECITALS:

WHEREAS, the primary objective of the Community Development Block Grant Program (the "CDBG") is the development of viable urban communities by providing good housing and suitable living environment, and by expanding economic opportunities, principally for low and moderate income persons; and

WHEREAS, the Contractor provides a program that was developed to provide food to low income persons in the Town to enhance the quality of the lives of people in need.

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

1. STATEMENT OF SERVICES. The Contractor shall provide personnel as necessary to perform the following services:

1.1 The Contractor shall provide healthy meals to low and moderate income households in the Town. Services will be provided primarily to households that have low and moderate incomes as defined by the United States Department of Housing and Urban Development ("HUD"). "Healthy Meals" shall include lean meats and other protein, fruits and vegetables.

1.2 The Contractor shall provide monthly reports of program activity to the Town in a format requested by the Town. The documentation provided by the Contractor to the Town shall include the total number of households served, household characteristics, number of healthy meals provided, and documentation of expenditures for healthy food items.

2. TERM. This Agreement shall apply to services provided by the Contractor between August 1, 2025 and July 31, 2026.

3. RECORDS & REPORTS.

3.1 In order to receive reimbursement from the Town for services delivered under this Agreement, the Contractor shall submit on a monthly basis a written request for

payment accompanied by documentation that shall be in sufficient detail to provide the Town with a sound basis for effectively monitoring performance under this Agreement. All submissions for reimbursement will contain all detail required by federal program regulations, including but not limited to regulations relating to budget; service details; staffing details; salaries and indirect costs.

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

4. PROGRAM BUDGET & INCOME.

4.1 The Town will reimburse the Contractor for the delivery of services listed above, up to the total amount of Twenty Five Thousand forty five Dollars ($25,045.00). The Contractor may propose adjustments or amendments to the budget, but amendments shall occur only with the approval of the Town Board. No decrease in expense shall automatically allow a shift of funds from one budget category to another.

4.2 Program income received by the Contractor shall be used to expand current program services.

5. COMPLIANCE WITH ALL LAWS.

5.1 The Contractor agrees that, during the performance of the services required pursuant to this Agreement, it and all employees (if any) working under its direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way its actions, including anti-discrimination laws, record-keeping and reporting requirements, during such performance of the services required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. Failure of the Contractor to comply with applicable laws may, at the sole discretion of the Town, be deemed to constitute a material breach of the Agreement.

5.2 The Contractor shall carry out all activities under this Agreement in compliance with all applicable federal laws and regulations, including specifically the HUD regulations governing the Community Development Block Grant Program.

5.3 The Contractor specifically agrees that it will carry out its work and obligations under the terms of this Agreement pursuant to the requirements of all applicable New York and federal laws prohibiting discrimination, including discrimination on the basis of race, creed, color, national origin, sex, familial status, age, disability or sexual orientation.

6. SUSPENSION, TERMINATION & NOTICE.

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

6.2 For all purposes under this Agreement, notice to the Town shall be tendered to the Town Supervisor at the address set forth above; and all notice to the Contractor shall be tendered to the Contractor's Executive Director at the office address set forth above.

7. CONTRACT DEEMED EXECUTORY. The Contractor specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available for the purpose and received by the Town pursuant to the CDBG Program. It is understood and agreed that neither this Agreement, nor any representation by any public officer or employee creates any legal, moral or equitable obligation on the part of the Town to request, appropriate or make additional funds available for the purpose of this Agreement.

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

9. INDEMNITY & INSURANCE. The Contractor hereby agrees to defend, indemnify and hold harmless the Town, and its officers, agents and employees (the "Indemnified Parties"), from and against any and all suits, actions, claims, damages, costs, losses or liability of any kind or character (including, but not limited to attorneys' fees and expenses arising from claims for accidents, injury or damage of any kind), which are caused, or claimed to be caused in whole or in part by the willful, intentional, reckless or negligent acts or omissions or breach of this Agreement by Contractor, or its officers, employees, agents or subcontractors; or arising out of, related to or in connection with the intentional, willful, reckless or negligent use, operation or maintenance of Contractor's vehicles by Contractor, or its officers, employees, agents or subcontractors while utilized in the performance of the services under this Agreement, including without limitation, claims for personal injury, bodily injury, death and property damage, subject to the following:

9.1 The right of indemnity includes the obligation of the Contractor or its insurance carrier to select counsel, and to pay the necessary costs and attorney's fees to defend any claims or lawsuits. When the Contractor is required to indemnify Town or its officers, employees or representatives in accordance with this Agreement, the Contractor shall assume on behalf of such Indemnified Parties, and conduct with due diligence and in good faith, the defense of any claim against such Parties, jointly or severally, whether or not one or more Indemnifying Parties shall have been joined therein, and the Indemnified Parties shall cooperate with the Contractor or its carrier(s) in such defense. The Contractor shall be in charge of the defense and settlement of such claim; provided, however, that any settlement shall be

approved by Town, which approval shall not be unreasonably withheld, conditioned or delayed; and provided further, that without relieving the Contractor or its carrier(s) of obligations hereunder or impairing the their right to control the defense or settlement thereof, the Indemnified Parties, jointly or severally, may elect to participate through separate counsel in the defense of any such claim, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party, except in the event that (i) the Indemnified Party shall have reasonably concluded, acting in good faith and on the advice of counsel, that there exists a material conflict of interest between the Contractor, its officers, employees, subcontractors or agents and the Indemnified Party in the conduct of the defense of such claim (in which case the Contractor shall not have the right to control the defense or settlement of such claim, on behalf of such Indemnified Party), or (ii) the Contractor shall not have employed counsel to assume the defense of such claim within a reasonable time after notice of the commencement of an action thereon, then, in each of cases (i) and (ii), the fees and expenses of counsel shall be paid by the Contractor. The Contractor shall not, without the Indemnified Parties' prior written consent, settle or compromise any claim, suit or cause of action asserted against the Indemnified Parties, or consent to entry of a judgment in respect thereof, which imposes any future obligation on an Indemnified Party or which does not include, as an unconditional term thereof, the giving of a release in favor of the Indemnified Party from all liability in respect of such claim, suit or cause of action.

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

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

9.4 Nothing contained in this Agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of the Town.

10. <u>INSURANCE</u>.

10.1 The Contractor shall, at its own expense, maintain general liability insurance which shall include protection against claims of personal and bodily injury, including death, or damage to property arising out of performance under this Agreement. Such liability policy shall include the Town of Irondequoit as an additional named insured for claims or losses arising from the performance of this Agreement. The Contractor shall provide the Town with a Certificate of Insurance executed by an authorized representative of a financially responsible insurer authorized to do business in New York State, evidencing that such insurance is in force. The Contractor agrees to maintain said insurance during the term of this Agreement.

10.2 The Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be

insured under the provisions of the Workers' Compensation Law of the State of New York. The Contractor shall provide proof acceptable to the Town, duly subscribed by an insurance carrier, that such Workers' Compensation coverage has been secured. The above-stated requirement shall not apply if the Contractor has no employees, or if Contractor's employees are not required to be covered by Workers' Compensation. In such case, a brief letter, on the Contractor's letterhead, stating which of the above circumstances is applicable, shall be attached to, and be made a part of, this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 Assignment. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, money that is or may become due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement. The Town and the Contractor each bind him/her/itself, partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement.

11.2 Severability; Governing Law; Venue & Dispute Resolution. The invalidity of any portion of the Agreement shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. This Agreement shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to the Agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Agreement shall be brought in a court of competent jurisdiction sitting in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum. Nothing in this section shall preclude the parties from mutually agreeing to mediation, arbitration or other alternate dispute resolution device.

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

11.4 Audit. The Contractor shall provide to the Town, immediately upon the Town's demand without prior notice during normal business hours, access to and copies of any books, records and papers, including computer tapes, disks, or other electronic media, pertinent to performance of the services under this Agreement up to five (5) years after termination of this Agreement without cost to the Town.

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

11.6 Independent Contractor. The Contractor represents and warrants that it is an independent contractor and shall neither hold itself out as, nor claim to be, an officer or employee of the Town, and further shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town.

11.7 Execution of Contracts. This Agreement may be signed in counterparts by each party; and versions of this Agreement transmitted by fax machine or other electronic media, including signatures transmitted electronically or by fax shall be deemed to be originals for all purposes.

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

11.9 Entire Agreement & Amendments. This Agreement (which includes the Standard Terms & Conditions for Town of Irondequoit Contracts) contains the entire agreement between the parties with respect to its subject matter, and this Agreement supersedes all prior negotiations, understandings and agreements whether oral or written between the parties with respect to its subject matter. This Agreement shall not be amended, terminated (except as provided above) or modified orally, or by any course of conduct or usage of trade; and can be amended only by the mutual written agreement of the parties. No change order, field order or other document shall be executed or enforced if its terms would subject the Town to a charge or expense in excess of the amount approved and appropriated by the Town Board for such purpose.

11.10 Survival. The Town and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in this Agreement.

IN WITNESS WHEREOF, the Town and the Contractor have duly executed this Agreement as of the date first written above.

IRONDEQUOIT COMMUNITY CUPBOARD, INC.

By: _____
Debbie Evans
President

Date: _____

TOWN OF IRONDEQUOIT

By: _____
Andrae Evans
Town Supervisor

Date: _____

ATTACHMENT A

STANDARD TERMS & CONDITIONS FOR TOWN OF IRONDEQUOIT CONTRACTS

The Contractor agrees to be bound by the following clauses, which are hereby made a part of the contract dated August 1, 2025 ("Contract"). As used herein, the word "Contractor" herein refers to the Irondequoit Community Cupboard, Inc., and the word "Town" herein refers to the Town of Irondequoit.

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

2. **TERM OF AGREEMENT**. The Contract shall be for the period from August 1, 2025 through July 31, 2026, unless sooner terminated pursuant to the terms hereof.

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

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

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

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

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

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

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

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

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

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

Coverage must be written by an insurance company lawfully authorized to do business in New York State. Such insurance coverage will protect the Contractor from all which may arise out of or result from the Contractor's operations or those of its employees, agents or authorized subcontractors under

the Contract and for which the Contractor may be legally liable, including without limitation, the following:

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

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

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

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

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

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

11. SEVERABILITY; GOVERNING LAW. The invalidity of any portion of the Contract shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Contract shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to the Contract, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Contract shall be brought in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

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

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

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

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

IRONDEQUOIT COMMUNITY CUPBOARD, INC.

By: _____
Debbie Evans, President

TOWN OF IRONDEQUOIT

By: _____
Andrae Evans, Supervisor

Resolution No. 2025-_____

EXTRACT OF THE MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE HOUSING COUNCIL AT PATHSTONE FOR HOUSING COUNSELING SERVICES TO LOW- AND MODERATE-INCOME RESIDENTS AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2025 THROUGH JULY 31, 2026

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 22nd day of July 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, it is necessary to secure the services of the Housing Council at PathStone to provide a comprehensive program of services pertaining to housing and home ownership to low- and moderate-income residents of the Town; and

WHEREAS, the Housing Council at PathStone has submitted a proposal for the twelve (12) month period from August 1, 2025 through July 31, 2026 for the total amount of $27,135; and

WHEREAS, the Housing Council at PathStone's program was part of the Irondequoit 2025 Community Development Block Grant Program adopted by the Town Board pursuant to Resolution 2025-093; and

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

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with the Housing Council at PathStone for services pertaining to housing and home ownership to low- and moderate-income residents of Irondequoit as approved through the Community Development Block Grant during the grant period from August 1, 2025 through July 31, 2026 in the amount of $27,135.

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_____

AGREEMENT

between

THE TOWN OF IRONDEQUOIT

and

THE HOUSING COUNCIL at PathStone

August 1, 2025 – July 31, 2026

AGREEMENT

This Agreement, made this 1st day of August, 2025, by and between the Town of Irondequoit, a municipal corporation with offices at 1280 Titus Avenue, Rochester, New York, 14617 (hereinafter referred to as the "TOWN"), and The Housing Council at Pathstone, 75 College Avenue, 4th floor, Rochester, New York, 14607 (hereinafter referred to as the "CONTRACTOR").

WITNESS:

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

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

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

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

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

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

I. OBLIGATIONS OF THE CONTRACTOR:

A. Scope of Services.

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

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

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

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

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

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

B. Reporting.

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

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

II. COMPENSATION:

It is agreed that the TOWN shall pay the CONTRACTOR for the services contained herein the total sum of Twenty-seven thousand one hundred thirty five and 00/100 Dollars ($27,135). Such sum shall be paid to CONTRACTOR in twelve (12) equal monthly installments of Two Thousand two hundred sixty one and 25/100 Dollars ($2,261.25).

III. TERM:

The term of service under this Agreement shall be for twelve (12) consecutive months commencing August 1, 2025 and terminating July 31, 2026.

IV. COMPLIANCE WITH GRANT AGREEMENT:

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

V. COMPLIANCE WITH FEDERAL REQUIREMENTS:

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

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

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

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

VI. ASSET DISPOSITION:

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

VII. PROHIBITION AGAINST DISCRIMINATION:

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

CONTRACTOR specifically agrees that it will carry out its work and obligations under the terms of this Agreement pursuant to the provisions of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, which acts prohibit discrimination on the basis of race, creed, sex, familial status, age, handicap or national origin. CONTRACTOR agrees to administer the Program in accordance with the provisions of the Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 109 of the Housing and Community Development Act of 1974, as amended, which acts prohibit

discrimination against persons with disabilities under any program or activity receiving Federal financial assistance. CONTRACTOR further agrees to abide by the provisions of Article 15 (§§290-302) of the Executive Law of the State of New York with respect to unlawful discriminatory practices. Such provisions of law are incorporated into this Agreement as if set forth herein in full.

VIII. INSPECTION OF RECORDS:

CONTRACTOR agrees that the TOWN or any of its duly authorized representatives, including HUD, may inspect and audit all records, books, papers and documents associated with this Agreement and further agrees to maintain for a period of five (5) consecutive years following the termination of this Agreement all records, reports and other documentation arising out of the performance of this Agreement.

IX. SUSPENSION AND TERMINATION:

The TOWN may suspend or terminate the work of CONTRACTOR in whole or in part under this Agreement whenever CONTRACTOR shall default in the performance of this Agreement in accordance with its terms and shall fail to cure or diligently begin to cure such default within a period of ten (10) calendar days (or such longer time as the TOWN may allow) after delivery by the TOWN to CONTRACTOR of a notice specifying the default.

Termination or suspension shall be effected by written notice to CONTRACTOR and shall be effective immediately. CONTRACTOR shall be paid in full for all work performed until the date of termination provided that the TOWN may deduct from any funds due to CONTRACTOR any reasonable cost incurred by the TOWN as a result of CONTRACTOR's default. Default by CONTRACTOR may result in the prohibition of the CONTRACTOR from entering any future Agreements with the TOWN or from acting as a sub-grantee of the TOWN for the purpose of carrying out the Community Development Program. In addition to the foregoing, this Agreement may be terminated for convenience in accordance with the Uniform Requirements.

X. PROHIBITION AGAINST ASSIGNMENT:

CONTRACTOR agrees that it is prohibited from assigning, transferring, conveying or otherwise disposing of this Agreement or any of its contents, or of its right, title or interest therein, or of its power to execute such contract to any other person or corporation without the previous written consent of the TOWN.

XI. WORKERS COMPENSATION & DISABILITY BENEFIT LAWS:

CONTRACTOR certifies that it is in compliance with the New York Workers' Compensation and Disability Benefits Law, and certificates evidencing compliance therewith are attached.

XII. CONTRACT DEEMED EXECUTORY:

CONTRACTOR specifically agrees that this Agreement shall be deemed executory only to the extent of monies available for the purpose of this Agreement and that no liability for services

performed under this Agreement shall be incurred by the TOWN beyond the monies available for the said purpose.

XIII. EXTENT OF AGREEMENT:

This Agreement and the Standard Terms & Conditions for Town of Irondequoit Contracts constitute the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by his authorized agent.

XIV. STATUS AS INDEPENDENT CONTRACTOR:

The CONTRACTOR, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the TOWN by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the TOWN, including, but not limited to Workers' Compensation Coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership or credit.

XV. LAW:

This Agreement shall be governed by and under the laws of the State of New York.

XVI. SEVERABILITY:

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

XVII. HOLD HARMLESS:

CONTRACTOR shall indemnify and save the TOWN harmless from and against any and all claims, liabilities and errors or omissions of CONTRACTOR, its partners, offices, agents or employees. CONTRACTOR shall defend all such lawsuits in the name of the TOWN, commenced in connection with the aforesaid acts, etc. when applicable, and shall pay all costs and judgments which shall issue therefrom; provided, however, that CONTRACTOR shall not indemnify the TOWN from its own negligence, errors or omissions or those of its agents, officers and employees.

XVIII. PROHIBITIONS:

A. CONTRACTOR agrees that no amount of funds provided under this Agreement will be used directly or indirectly for any partisan political activity, or to further the election or defeat of any candidate for public office.

B. CONTRACTOR agrees that no amount of funds provided under this Agreement will be used directly or indirectly for publicity or lobbying purposes designed to support or defeat legislation pending before the United States Congress, the Legislature of the State of New York,

the Monroe County Legislature or the Irondequoit Town Council. Notwithstanding the above, nothing contained herein shall prohibit CONTRACTOR from developing and forwarding to appropriate officials' specific recommendations for programs, regulations, and/or institutional arrangements which arise from the experience and findings of this program.

C. CONTRACTOR agrees that no member, officer or employee of the CONTRACTOR will have any monetary interest in or derive monetary benefit directly or indirectly from any ensuing contract or subcontracts or proceeds thereof for work funded under this Agreement.

XIX. STANDARD TERMS & CONDITIONS FOR TOWN OF IRONDEQUOIT CONTRACTS:

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

XX. AUTHORIZED AGENT:

A. The TOWN hereby designates:

Diana Marsh, Comptroller
Town of Irondequoit, New York
1280 Titus Avenue.
Rochester, NY 14617

B. The CONTRACTOR hereby designates:

Susan Boss, Executive Director
The Housing Council at Pathstone.
75 College Ave.
4th floor
Rochester, NY 14607

or their authorized representatives in case of absence, as authorized agents of the TOWN and the CONTRACTOR respectively for the receipt of all notices, demands, vouchers, orders, permission, directions and other communications pursuant to this Agreement, if dispatched by registered or certified mail, postage pre-paid or delivered personally to the Authorized Agents designated herein. The parties reserve the right to designate other or additional Authorized Agents upon written notice to the other.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[Signature Page Follows]

TOWN OF IRONDEQUOIT

By: _____
Andrae Evans, Supervisor

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this __ day of _____, 2025, before me personally came **Andrae Evans**, to me known, who being by me duly sworn, did depose and say that he resides in the Town of Irondequoit, Monroe County, New York, that he is the **Supervisor** of the Town of Irondequoit, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the Town of Irondequoit.

_____
Notary Public

THE HOUSING COUNCIL at PathStone

By: _____
Mary Leo,
Executive Director

STATE OF NEW YORK)
COUNTY OF MONROE)SS:

On this __ day of _____, 2025, before me personally came **Mary Leo**, to me known, who duly sworn, did depose and say that she resides in Monroe County, New York; that she is the **Executive Director** of The Housing Council at PathStone, the corporation described in and which executed the foregoing instrument; that she signed her name thereto by order of the Board of Directors.

_____
Notary Public

ATTACHMENT A

STANDARD TERMS & CONDITIONS
FOR TOWN OF IRONDEQUOIT CONTRACTS

The Contractor agrees to be bound by the following clauses, which are hereby made a part of the contract dated _____ ("Contract"). As used herein, the word "Contractor" herein refers to The Housing Council at PathStone, and the word "Town" herein refers to the Town of Irondequoit.

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

2. **TERM OF AGREEMENT**. The Contract shall be for the period from August 1, 2025 through July 31, 2026, unless sooner terminated pursuant to the terms hereof.

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

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

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

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

7. **WAIVER OF DAMAGES; INDEMNITY**. The Contractor hereby waives and releases the Town from any claims the Contractor may have at any time arising out of or relating in any way to the Contract, except to the extent caused by the Town's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the Town be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Town has been advised in advance of the possibility of such damages. This shall constitute the Town's sole liability to the Contractor and the Contractor's exclusive remedies against the Town. Except for the sole negligence or willful misconduct of the Town the Contractor shall indemnify, hold harmless and defend the Town and its Town Board, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from the Contract. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Town, and its Town Board officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with the Contract. The Contractor, at its own expense, shall defend any action brought against the Town to the extent that such action is based upon a claim that the goods or services supplied by the Contractor or the operation of such goods or services infringes a patent, trademark, or copyright or violates a trade secret. The Contractor hereby agrees to defend, indemnify and save harmless the Town against any and all liabilities, loss, damage, detriment, suit, claim, demand, cost, charge, attorneys' fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of the Contract, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of the negligent act or omission, breach, or fault of the Contractor, its agents, employees or permitted subcontractors. If a claim or action is made or brought against the Town and for which the Contractor may be responsible hereunder

in whole or in part, then the Contractor shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which the Contractor is responsible as a result of this section.

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

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

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

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

   Coverage must be written by an insurance company lawfully authorized to do business in New York State. Such insurance coverage will protect the Contractor from all which may arise out of or result from the Contractor's operations or those of its employees, agents or authorized subcontractors under the Contract and for which the Contractor may be legally liable, including without limitation, the following:

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

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

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

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

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

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

11. **SEVERABILITY; GOVERNING LAW**. The invalidity of any portion of the Contract shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Contract shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to the Contract, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Contract shall be brought in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

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

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

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

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

THE HOUSING COUNCIL at PathStone	**TOWN OF IRONDEQUOIT**
By: _____	By: _____
Mary Leo, Executive Director	Andrae Evans, Supervisor

Resolution No. 2025-

EXTRACT OF THE MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CATHOLIC FAMILY CENTER FOR NON-MEDICAL HOME SUPPORT SERVICES TO THE ELDERLY AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2025 THROUGH JULY 31, 2026

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 22th day of July 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, it is necessary to secure the services of the Catholic Family Center to provide non-medical home support services to elderly residents of the Town; and

WHEREAS, the Catholic Family Center has submitted a proposal for the twelve (12) month period from August 1, 2025 through July 31, 2026 for the total amount of $27,000; and

WHEREAS, the Catholic Family Center's program was part of the Irondequoit 2025 Community Development Block Grant Program adopted by the Town Board pursuant to Resolution 2025-093; and

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

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with the Catholic Family Center for non-medical home support services to elderly residents of Irondequoit as approved through the Community Development Block Grant during the grant period from August 1, 2025 through July 31, 2026 in the amount of $27,000.

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_____

LIFE.IN.IRONDEQUOIT

2025-2026CONTRACT AGREEMENT

TOWN OF IRONDEQUOIT & Catholic Charities Family and Community Services (CCFCS)/ Support to Aging Residents (STAR)

THIS AGREEMENT, entered into this 1st day of August, 2025 by and between the Town of Irondequoit, a Municipal Corporation, having its principal office and place of business at 1280 Titus Avenue, Rochester, New York 14617 ("Town") and Catholic Charities Family and Community Services (CCFCS)/ Support to Aging Residents (STAR), a not-for-profit social service agency, having its principal office and place of business at 87 No. Clinton Ave., Rochester, New York 14604 (hereinafter "Contractor" or "Sub-recipient").

WITNESSETH THAT:

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

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

WHEREAS, the Catholic Charities Family and Community Services (CCFCS)/ Support to Aging Residents (STAR), Aging and Adult Services, possesses the personnel, skills and experience required to supplement the services now being provided by the Town to the frail elderly.

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

1. <u>STATEMENT OF WORK:</u>

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

1.2 The services required of the Consultant pursuant to this Agreement extend from August 1, 2025 and shall be completed on or before July 31, 2026.

1.3 Services Provided:

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

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

- Consultation. information and referral by an Eldercare Specialist to clients and caregivers.
- Service Coordination
- Comprehensive Assessment
- Development of an Individualized Care Plan
- Monitoring of Client and care plan
- Coordination and referral to all other elder services in Catholic Charities Family and Community Services (CCFCS)/ Support to Aging Residents (STAR) and LIFESPAN
- Advise and support to caregivers
- Benefits counseling and assistance with processing medical claims

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

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

House Chores: Up to 10 chore projects will be provided to frail elderly persons who are not able to pay for such services. Performance of house chores will depend upon the availability of appropriate volunteers at the time of the request and

difficulty of the project. (The Sub-recipient reserves the right to deny a chore request.) House chore projects include:

- Packing
- Yard work
- Minor and unskilled repairs

2. RECORDS & REPORTS

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

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

3. PROGRAM BUDGET & INCOME

3.1. The Town will reimburse the Sub-recipient for the delivery of services listed above, up to the amount of twenty-seven thousand ($27,000) annually. The Sub-recipient may propose adjustments or amendments to the budget, but amendments shall occur only with the written consent of the Town. No decrease in expense automatically allows shifts from one budget category to another.

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

4. UNIFORM ADMINISTRATIVE REQUIREMENTS & COMPLIANCE WITH ALL LAWS

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

4.2 The Contractor agrees that, during the performance of the services required pursuant to this Agreement, it and all employees (if any) working under its direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way its actions, including anti-discrimination laws, record-keeping and reporting requirements, during such performance of the services required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. Failure of the Contractor to comply with applicable laws may, at the sole discretion of the Town, be deemed to constitute a material breach of the Agreement.

5. OTHER PROGRAM REQUIREMENTS

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

6. SUSPENSION & TERMINATION and NOTICE

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

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

7. CONTRACT DEEMED EXECUTORY

7.1. The Sub-recipient specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available for the purpose and received by the Town pursuant to the Community Development Block Grant Program. It is understood and agreed that neither this Agreement, nor any representation by any public officer or employee creates any legal, moral or equitable obligation on the

part of the Town to request, appropriate or make additional funds available for the purpose of this Agreement.

8. QUALIFICATIONS, INDEMNITY & INSURANCE

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

8.2. The Sub-recipient hereby agrees to defend, indemnify and hold harmless the Town, and its officers, agents and employees (the "Indemnified Parties"); from and against any and suits, actions, claims, damages, costs, losses or liability of any kind or character (including, but not limited to attorneys' fees and expenses arising from claims for accidents, injury or damage of any kind), which are caused, or claimed to be caused in whole or in part by the willful, intentional, reckless or negligent acts or omissions or breach of this Agreement by Sub-recipient, or its officers, employees, agents or subcontractors; or arising out of, related to or in connection with the intentional, willful, reckless or negligent use, operation or maintenance of Contractor's vehicles by Contractor, or its officers, employees, agents or subcontractors while utilized in the performance of the services under this Agreement, including without limitation, claims for personal injury, bodily injury, death and property damage, subject to the following:

(a). The right of indemnity includes the obligation of Sub-recipient or its insurance carrier to select counsel, and to pay the necessary costs and attorney's fees to defend any claims or lawsuits. When Sub-recipient is required to indemnify Town or its officers, employees or representatives in accordance with this Agreement, Sub-recipient shall assume on behalf of such Indemnified Parties, and conduct with due diligence and in good faith, the defense of any claim against such Parties, jointly or severally, whether or not one or more Indemnifying Parties shall have been joined therein, and the Indemnified Parties shall cooperate with Sub-recipient or its carrier(s) in such defense. Sub-recipient shall be in charge of the defense and settlement of such claim; provided, however, that any settlement shall be approved by Town, which approval shall not be unreasonably withheld, conditioned or delayed; and provided further, that without relieving the Sub-recipient or its carrier(s) of obligations hereunder or impairing the their right to control the defense or settlement thereof, the Indemnified Parties, jointly or severally, may elect to participate through separate counsel in the defense of any such claim, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party, except in the event that (i) the Indemnified Party shall have reasonably concluded, acting in good faith and on the advice of counsel, that there exists a material conflict of interest between Sub-recipient, its officers, employees, subcontractors or agents and the Indemnified Party in the conduct of the defense of such claim (in which case Sub-recipient shall not have the right to control the defense or settlement of

such claim, on behalf of such Indemnified Party), or (ii) Sub-recipient shall not have employed counsel to assume the defense of such claim within a reasonable time after notice of the commencement of an action thereon, then, in each of cases (i) and (ii), the fees and expenses of counsel shall be paid by Sub-recipient. Sub-recipient shall not, without the Indemnified Parties' prior written consent, settle or compromise any claim, suit or cause of action asserted against the Indemnified Parties, or consent to entry of a judgment in respect thereof, which imposes any future obligation on an Indemnified Party or which does not include, as an unconditional term thereof, the giving of a release in favor of the Indemnified Party from all liability in respect of such claim, suit or cause of action.

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

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

8.3. The Consultant shall, at its own expense, maintain general liability insurance which shall include protection against claims of personal and bodily injury, including death, or damage to property arising out of performance under this Agreement. Such liability policy shall include the Town of Irondequoit as an additional named insured for claims or losses arising from the performance of this Agreement. The consultant shall provide the Town with a Certificate of Insurance executed by an authorized representative of a financially responsible insurer authorized to do business in New York State, evidencing that such insurance is in force. The Consultant agrees to maintain said insurance during the term of this Agreement.

8.4. The Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the State of the Consultant's residence, whichever may apply. The Consultant shall provide proof acceptable to the Town, duly subscribed by an insurance carrier, that such Workers' Compensation coverage has been secured. The above-stated requirement shall not apply if the Consultant has no employees, or if Consultant's employees are not required to be covered by Workers' Compensation. In such case, a brief letter, on the Consultant's letterhead, stating which of the above circumstances is applicable, shall be attached to, and be made a part of, this Agreement.

8.5. Nothing contained in this Agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of the Town.

9. MISCELLANEOUS PROVISIONS.

9.1. Assignment. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, money that is or may become due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement. The Town and Sub-recipient each bind him/her/itself, partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement.

9.2. Severability; Governing Law; Venue & Dispute Resolution**.** The invalidity of any portion of the Agreement shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Agreement shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to the Agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Agreement shall be brought in a court of competent jurisdiction sitting in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue and waives any claim of inconvenient forum. Nothing in this section shall preclude the parties from mutually agreeing to mediation, arbitration or other alternative dispute resolution device.

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

9.4 Audit. The Consultant shall provide to Town, immediately upon Town's demand without prior notice during normal business hours, access to and copies of any books, records and papers, including computer tapes, disks, or other electronic media, pertinent to performance of the services under this agreement up to five (5) years after termination of agreement without cost to the Town.

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

9.6 The Consultant represents and warrants that it is an independent contractor and shall neither hold itself out as, nor claim to be, an officer or employee of the Town, and further shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town.

9.7. Execution of Contracts. This Agreement may be signed in counterparts by each party; and versions of this Agreement transmitted by fax machine or other electronic media, including signatures transmitted electronically or by fax shall be deemed to be originals for all purposes. The parties hereby acknowledge and agree that the Standard Terms & Conditions for Town of Irondequoit Contracts attached hereto are hereby incorporated by reference in their entirety and made a part of this Agreement.

9.8. Entire Agreement & Amendments. This Agreement (which includes the Standard Terms & Conditions for Town of Irondequoit Contracts) contains the entire agreement between the parties with respect to its subject matter, and this Agreement supersedes all prior negotiations, understandings and agreements whether oral or written between the parties with respect to its subject matter. This Agreement shall not be amended, terminated (except as provided above) or modified orally, or by any course of conduct or usage of trade; and can be amended only by the mutual written agreement of the parties. No change order, field order or other document shall be executed or enforced if its terms would subject the Town to a charge or expense in excess of the amount approved and appropriated by the Town Board for such purpose. Any references to this Agreement shall be deemed to include all renewals.

9.9. Survival. Town and Sub-recipient each binds itself, its partners, Successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement.

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

By: _____
Andrae Evans, Supervisor
Town of Irondequoit

By: _____
Kathleen A. Johnson, CFO
Catholic Charities Family and
Community Services (CCFCS)/
Support to Aging Residents (STAR)

ATTACHMENT A

STANDARD TERMS & CONDITIONS FOR TOWN OF IRONDEQUOIT CONTRACTS

The Contractor agrees to be bound by the following clauses, which are hereby made a part of the contract dated August 1, 2025 ("Contract"). As used herein, the word "Contractor" herein refers to Catholic Family Center, and the word "Town" herein refers to the Town of Irondequoit.

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

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

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

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

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

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

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

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

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

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

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

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

Coverage must be written by an insurance company lawfully authorized to do business in New York State. Such insurance coverage will protect the Contractor from all which may arise out of or result from the Contractor's operations or those of its employees, agents or authorized subcontractors under the Contract and for which the Contractor may be legally liable, including without limitation, the following:

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

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

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

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

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

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

11. SEVERABILITY; GOVERNING LAW. The invalidity of any portion of the Contract shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Contract shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to the Contract, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Contract shall be brought in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

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

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

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

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

Catholic Charities Family and Community Services (CCFCS)/ Support to Aging Residents (STAR)	**TOWN OF IRONDEQUOIT**
By: _____	By: _____
Kathleen A. Johnson, CFO	Andrae Evans, Supervisor

Resolution No. 2025- _____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING CAPITAL LEASE FINANCING AGREEMENT WITH M&T BANK FOR ONE BUCKET TREE TRUCK FOR THE BUREAU OF PUBLIC WORKS

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York, held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 22nd day of July, 2025, at 7:00 p.m. local time, there were

PRESENT:

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

McConville Considine Cooman & Morin PC Attorney for the Town

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

WHEREAS, the Town of Irondequoit (the "Town") is a New York municipal corporation duly organized pursuant to the Constitution and the laws of the State of New York; and

WHEREAS, it is necessary to finance (1) new 2025 International 70' Bucket Tree Truck for the Bureau of Public Works through a capital lease pursuant to General Municipal Law § 109-b, consistent with plans in the 2025 operating budget of the Community Services Department (the "Equipment"); and

WHEREAS, the authorization to purchase (1) new 2025 International 70' Bucket Tree Truck at a cost of $301,796.00 was previously provided by Resolution 2023-183; and

WHEREAS, the final cost of the bucket truck is $316,785.38; and

WHEREAS, authorization to obtain financing from M&T Bank for the Equipment was previously provided by Resolution 2025-___; and

WHEREAS, the terms and conditions of the financing for the acquisition of the Equipment are set forth in that certain Tax Exempt Lease Purchase Agreement (New York) attached hereto as **Attachment A** and made a part hereof (the "Lease"), in the total principal amount of $316,783.38; and

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED:

1. That the Town Board authorizes the Town Supervisor to negotiate, enter into, execute and deliver the Lease in substantially the form presented to the Town Board with such changes thereto as he deems appropriate with the advice of counsel, which Lease is available for public inspection at the offices of the Town; and
2. That the Town Board authorizes, approves and adopts the execution, delivery and performance by the Town of the Financing Documents and the consummation of all of the transactions contemplated thereby by and on behalf of the Town; and
3. That the total principal amount of the Lease shall not exceed $316,783.38 and shall bear interest as set forth in the Lease; said Lease shall contain an option to purchase by the Town as therein set forth; and
4. That the Town's obligations under the Lease shall be expressly subject to annual appropriation by the Town; and such obligations under the Lease shall not constitute a general obligation of the Town or indebtedness of the Town within the meaning of the Constitution and laws of the State of New York; and
5. That the Town Board authorizes, empowers and directs the Town Supervisor to take all further actions and to execute all further documents on behalf of the Town necessary, appropriate and advisable to effectuate and carry out the purposes of these resolutions and to cause compliance by the Town with all of the terms, covenants and provisions of the Financing Documents.

This resolution shall take effect immediately upon adoption.

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

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

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

Resolution No. 2025- _____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A MONETARY GIFT FROM RIDGE DONUT FOR THE OFFICER WELLNESS PROGRAM WITHIN 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 22nd day of July, 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, Ridge Donut would like to make a monetary gift to the Irondequoit Police Department Officer Wellness Program; and

WHEREAS, this monetary gift consists of five hundred and sixty dollars ($560.00); and

WHEREAS, these funds will be deposited into account A131200-541050; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board accepts this gift from Ridge Donut and authorizes the Supervisor to receive this $560.00 to be used towards the Irondequoit Police Department Officer Wellness Program.

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

This resolution shall take effect immediately upon its adoption.

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

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

Resolution No. 2025- _____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A MONETARY GIFT FROM ITALEO INC. FOR THE OFFICER WELLNESS PROGRAM WITHIN 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 22nd day of July, 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, ITALEO would like to make a monetary gift to the Irondequoit Police Department Officer Wellness Program; and

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

WHEREAS, these funds will be deposited into account A131200-541050; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board accepts this gift from ITALEO and authorizes the Supervisor to receive this $100.00 to be used towards the Irondequoit Police Department Officer Wellness Program.

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

This resolution shall take effect immediately upon its adoption.

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

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

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD CALLING FOR A PUBLIC HEARING TO AMEND ARTICLE VII OF CHAPTER 222 OF THE CODE OF THE TOWN OF IRONDEQUOIT RELATING TO INSTALLATION OF NO LEFT TURN SIGNS

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 22nd day of July, 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, at a regular meeting of the Town Board, Town Board Member _____ introduced a proposed local law to amend Article VII, Schedule VI of Chapter 222 also referred to as § 222-56, as it applies to § 222-9 of the Code of the Town of Irondequoit, and the proposed law is attached hereto as **Attachment A**; and

WHEREAS, a request from Monroe County Department of Transportation ("MCDOT") was received by the Town Clerk's Office proposing the installation of No Left Turn signs at various intersections on North Goodman Street, the request is attached hereto as **Attachment B**; and

WHEREAS, the above-mentioned portion of N. Goodman St is a County Road and MCDOT's request is made pursuant to the authority granted by New York State Vehicle and Traffic Law §§ 1651 and 1652-a; and

WHEREAS, MCDOT will install the No Left Turn signs in accordance with the National Manual of Uniform Traffic Control Devices and New York State Supplement and thereafter maintenance and ownership of the No Stopping signs will transfer to the Town: and

WHEREAS, the Town Board has determined it is in the best interest of the Town to change Schedule VI to accommodate the installation of No Left Turn signs as proposed by MCDOT; and

WHEREAS, the Town Board has considered the matter in context of the State Environmental Quality Review Act ("SEQRA"), and determines that installing traffic control devises on existing streets, roads, or highways is a Type II action for SEQRA purposes, as described in 6NYCRR § 617.5 (c)(22), and thus is not subject to review under Part 617 of the State Regulations.

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

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby schedules a public hearing on this matter on **August 19, 2025 at 7:35pm.**

AND BE IT FURTHER RESOLOVED, that the Town Clerk shall give notice of the hearing by publishing in the Town Newspaper specifying the time and the place where such hearing will be held, and in general terms describing the Proposed Law, such notice to be published at least three days prior to the date of the hearing.

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

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

ATTACHMENT A

LOCAL LAW NO. _____ OF 2025
TO AMENT CHAPTER 222, SECTION 56,
OF THE CODE OF THE TOWN OF IRONDEQUOIT

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

1. Section 222-56 of the Code of the Town of Irondequoit is amended to add No Left Turn signs to the following street:

Name of Street	Sign Type/Direction	Location
N. Goodman St	Center Lane Left Turn Only Northbound and Southbound	180 ft N of Norton St to 380 ft N of Norton St
N. Goodman St	Center Lane Left Turn Only Northbound and Southbound	130ft N of Reynolds Ave to 390ft N of Reynolds Ave
N. Goodman St	Center Lane Left Turn Only Northbound and Southbound	110 ft N of Baker Ave to Dix St
N. Goodman St	Left Turn Only / Southbound	@ Reynolds Ave
N. Goodman St	Left Turn Only / Northbound	@Reynolds Ave
N. Goodman St	Left Turn Only / Southbound	@ Baker Ave
N. Goodman St	Left Turn Only / Northbound	@ Baker Ave
N. Goodman St	Left Turn Only / Southbound	@ Teakwood Dr

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

ATTACHMENT B

Department of Transportation

Monroe County, New York

Adam J. Bello
County Executive

Thomas J. Frys, P.E.
Director of Transportation

May 29,2025

Ms. Latasha Elder
Clerk/Receiver of Taxes
1280 Titus Ave.
Rochester, New York 14617

RE: TRAFFIC CONTROL DEVICE ESTABLISHMENT ORDINANCE N. GOODMAN ST.

Dear Ms. Elder,

The County of Monroe Department of Transportation, pursuant to authority granted by Sections 1651 and 1652-a, of the New York State Vehicle and Traffic Law, does hereby request the establishment of the following traffic controls.

SIGN TYPE/DIRECTION	LOCATION
Center Lane Left Turn Only/ Northbound and Southbound	180ft North of Norton St to 380 ft north of Norton St
Center Lane Left Turn Only/Northbound and Southbound	130 ft N of Reynolds Ave to 390 ft N of Reynolds Ave
Center Lane Left Turn Only/ Northbound and Southbound	110 ft North of Baker Ave to Dix St
Left Turn Only/Southbound	@ Reynolds Ave
Left Turn Only/ Northbound	@ Reynolds Ave
Left Turn Only/ Northbound	@ Baker Ave
Left Turn Only/ Southbound	@ Baker Ave
Left Turn Only/ Southbound	@ Teakwood Dr

Please have your Town Board pass an appropriate ordinance for this regulation at your earliest convenience. The Monroe County Department of Transportation is installing the above-mentioned traffic control devices in accordance with the National Manual of Uniform Traffic Control Devices and New York State Supplement to establish the above regulation.

Thomas J. Frys

Thomas J. Frys, P.E.
Director of Transportation

Latasha Elder
Town of Irondequoit

Please sign, date and return this form and a copy of the ordinance to the Monroe County Department of Transportation as soon as possible.

cc: D. Wiegand
File H:\Location\NORTH GOODMAN STREET\Correspondence\Center Lane Left Only and Left Turn Only. N Goodman St .doc

50 West Main Street • Suite 6100 City Place Building • Rochester, New York 14614-1231
(585) 753-7720 • *fax:* (585) 753-7730 • *www.monroecounty.gov* • email: *mcdot@monroecounty.gov*

Resolution No. 2025-_____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE RECREATION DEPARTMENT TO MAKE A DONATION OF PROCEEDS FROM CLASSIC CAR CRUISE-IN

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 22nd day of May 2025, at 7:00 p.m. local time, there were

PRESENT:

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

McConville Considine Cooman & Morin PC Attorney for the Town

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

WHEREAS, the Town of Irondequoit will be holding a Classic Car Cruise- In event on July 27, 2025, which is organized by the Recreation Department; and

WHEREAS, participants in the Classic Car Cruise-In pay a suggested entry fee, which will cover the cost of the donation; and

WHEREAS, the Town desires to share the proceeds from the event with the United Way in support of their services; and

WHEREAS, revenue from this event is allocated in budget line 234.0234.2705.

NOW THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Recreation Department to donate the proceeds of the Classic Car Cruise-In to United Way.

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 Number 2025-

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR THE ST. JOSAPHAT'S UKRAINIAN CATHOLIC CHURCH ANNUAL UKRAINIAN FESTIVAL

At the regular meeting of the Town Board of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 22nd day of July 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, the Town Clerk's Office received an application from St. Josaphat's Ukrainian Catholic Church requesting permission to hold their annual Ukrainian Festival from Noon on Thursday, August 14, 2025 to Midnight on Sunday, August 17, 2025; and

WHEREAS, the Festival equipment/rides set up start date is 8:00 a.m. on Monday, August 11, 2025, and the equipment/rides take down date is 8:00 a.m. on Monday, August 18, 2025 at 95 Stanton Lane, Rochester, NY; and

WHEREAS, proof of current insurance, which expires on December 15, 2025, has been reviewed and approved by the Town's insurance carrier.

NOW THEREFORE, BE IT RESOLVED, that the Town Board approves the Special Event License for St. Josaphat's Ukrainian Catholic Church to hold its annual Ukrainian Festival beginning Thursday, August 14, 2025 at 12:00 p.m., and running through Sunday, August 17, 2025, at Midnight. Equipment/rides may be set up on Monday, August 11, 2025, and taken down on Monday, August 18, 2025. This approval is conditioned on the applicant notifying all affected residents before the event.

This resolution shall take effect immediately upon its adoption.

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

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

Ukrainian Festival

$150.00 Application Fee

Date Received: 6/6/25 By: [illegible]

Insurance Approval: _____

Fire Marshal Approval : [signature]
Signature

6/12/25
Date

Police Department Approval : [signature]
Signature

6/6/25
Date

Department of Public Works: [signature]
Signature

6-17-25
Date

Security Deposit (If Applicable)

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

March 24, 2004

NEW LOCAL LAW

APPLICATION FOR LICENSE TO CONDUCT FESTIVALS/CARNIVALS/EVENTS

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

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

GENERAL:

Name of Applicant: St. Josaphat Ukrainian Catholic Church

Applicant's Address: 940 E. Ridge Rd, Rochester, NY 14621

Telephone Number: (585) 467-6457

If Corporation, list State of Incorporation: New York

Corporation Officers' Addresses: 940 E. Ridge Rd
Rochester, NY 14621

Type of Event Planned: Festival (annual Ukrainian Festival)

Event Site Address: 95 Stanton Ln, Rochester, NY 14617

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

Name of Outside Contractor (or Concessionaire): Adventures in Climbing
Amusement Inflatables

Contractor Residence Address (Local): 912 State Route 104, Suite 100 Ontario NY

Contractor Telephone No.: (585) 615-3211

Contractor Business Address: Same

Contractor Business Telephone No.: Same

Names of Contractor Employees:

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

If employees are housed on event site, state in what manner: NO

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

6-8 Inflatables + rides

POWER:

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

House Current Generator

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

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

Existing LED Lighting ; tempory area lighting

PARKING/TRANSPORTATION:

Storage location of trailers and trucks (indicate on map): No Outside Storage

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

Street route to be used to transport equipment/rides to and from event site: Rt 104 Carter St, Stanton Ln

Nature and scope of event advertising: Newspaper, TV, Radio Posters, Social Media, Website, Parish Outdoor Sign.

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

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

SURETY:

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

of license, the following:

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

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

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

Equipment/rides set up start date 8/11/2025 Time 8:00 AM

Event Start Date 8/14/2025 Time 12 noon

Event Completion Date 8/17/2025 Time 12 midnight

Equipment/rides take down date 8/18/2025 Time 8:00 AM

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

NAME Rev. Philip Weiner
ADDRESS 940 E. Ridge Rd, Rochester, NY 14621
TELEPHONE NO. (585) 467-6450

NAME Andrew Harushevsky
ADDRESS 64 Buck Hill Rd, Rochester, NY 14626
TELEPHONE NO. (585) 820-6273

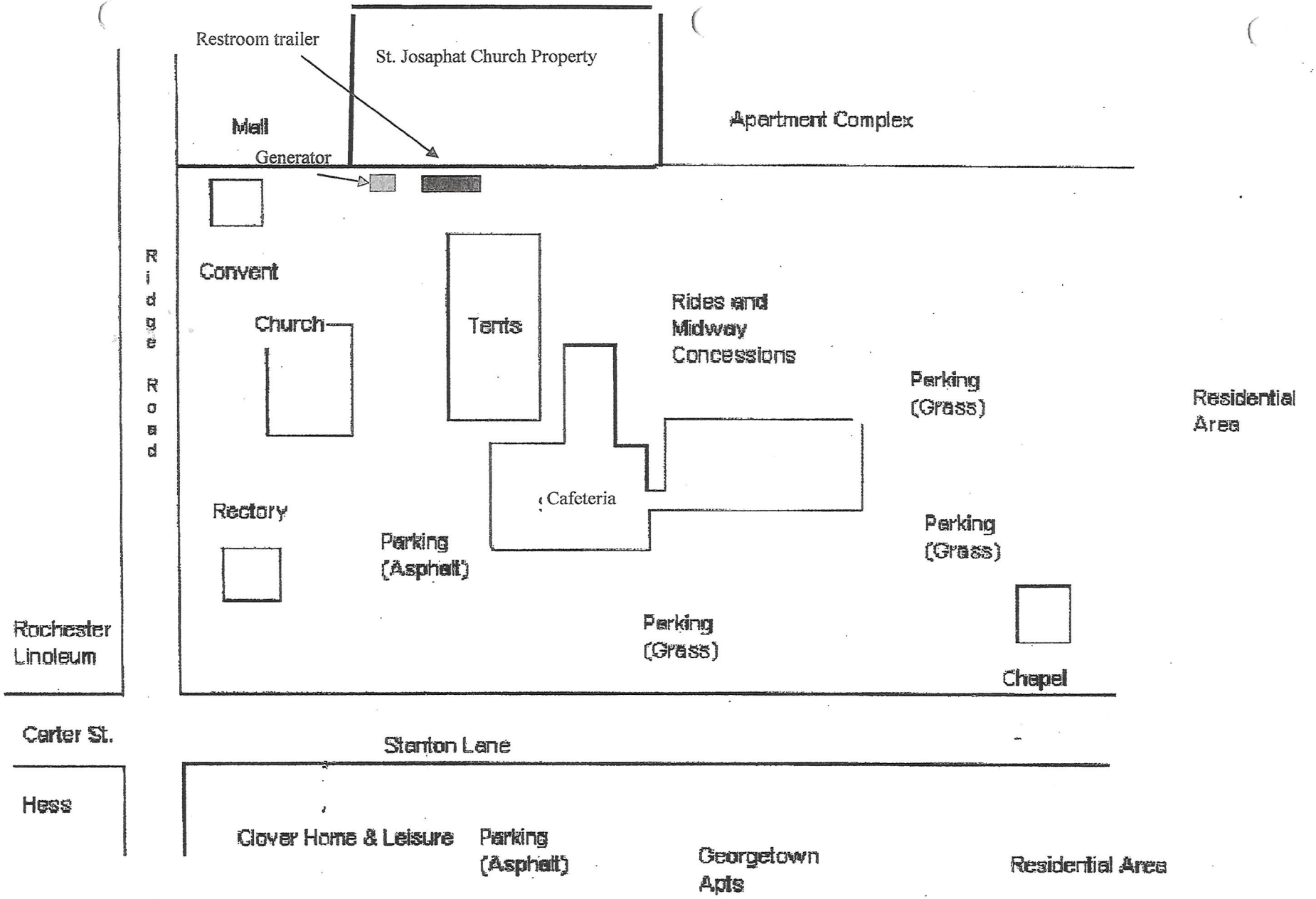
Date of Application: 6/5/2025

Signature of Applicant: [signature]

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

Name of Event: St. Josaphat Ukrainian Festival

FOR TOWN USE ONLY: Festivals / Carnivals / Events



St Josaphat's Ukrainian Festival Site Map

Roadway Jurisdiction

City

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

County

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

State

Empire Blvd

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

Signature:_____ Date: 6-6-25

*Please attach any approval letters that you receive

TOWN OF IRONDEQUOIT

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

IMDEMNIFICATION AND CONTRIBUTION AGREEMENT

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

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

6/5/2025
Date

ST. JOSAPHAT UKR. CATH. CHURCH
(Individual or Company Name)

By Rev. Philip Weimer
Signature

REV. PHILIP WEIMER, PASTOR
Print Name and Office

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/16/2025

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

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

PRODUCER Olivier VanDyk Insurance Agency, Inc 2780 44th St SW Wyoming MI 49519 License#: 0007645	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** 616-454-0800 **FAX (A/C, No):** 616-454-7100 **E-MAIL ADDRESS:** certificates.sbu@ovdinsurance.com
INSURED Adventures In Climbing, LLC 912 State Route 104 Ontario NY 14519 ADVEINC-02	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Cincinnati Specialty Underwriters Ins Co / 13037 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1048568630 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CSU 0222306	12/15/2024	12/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 0 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Certificate Holder is provided additional insured status on a primary and noncontributory basis when required by written contract or agreement. Waiver of Subrogation applies. A 30-Day Notice of Cancellation applies

CERTIFICATE HOLDER

Town of Irondequoit
1280 Titus Ave
Rochester NY 14609

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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OVD
INSURANCE

Please note our procedures with regards to certificates of insurance:

The presence of Additional Insured (including blanket versions) and/or Waiver of Subrogation endorsements or policy language is denoted by a "Y" in the appropriate column on the certificate. In accordance with the ACORD 25 Certificate Forms Instruction Guide and in keeping with the directive set forth by the Department of Insurance and Financial Services, the Description of Operations box will be used exclusively for the purpose prescribed on the form (description of operations, insured locations and insured vehicles, as applicable). The ACORD 101 form is designed as an extension of the ACORD 25 Description of Operations box and is similarly restricted in its use.

If you require any endorsements or 30-day notice of cancellation forms related to information denoted on the form, we will attach the corresponding endorsements which follow this letter. Some forms are immediately available to send to you while others will become available when issued by the insurance company, generally within 30 days, and are available by request.

Our insurance agency is unfortunately unable to comply with any request to issue a certificate that does not conform to Michigan Law. We have instead provided you with a lawful certificate that provides a courtesy summary of the referenced policy's terms, limits, and conditions.

As a result of legislative action that took effect in July 2014, state law now explicitly addresses certificates of insurance for property and casualty coverage. Chapter 22A of the Insurance Code (500.2270 - 2277) prohibits the issuance of certificates that do not accurately reflect the terms of the referenced policy. **State law prohibits our business from:**

- Issuing or delivering a certificate of insurance that alters, amends, or extends the coverage provided by an insurance policy referred to in the certificate; or
- Preparing or issuing a certificate that contains false or misleading information concerning an insurance policy.

The new law also applies to those who request certificates. Specifically, it prohibits any person from demanding or requiring the issuance of a certificate from an insurer, insurance producer, or policyholder that contains false or misleading information concerning an insurance policy referred to in the certificate. The law provides administrative and civil remedies for violations of this act up to $500 per violation, and the maximum fines increase to $2,500 per violation when a person knows or should have known that they were in violation of these new requirements.

Our business takes its legal obligations very seriously, and we appreciate your understanding of the limitations imposed on our agency by these statutory requirements. However, if you continue to request or demand the issuance of an insurance certificate that does not conform to the requirements of Michigan law or any other document that misrepresents the terms, limits, or conditions of an insurance policy, we may report your actions to the Michigan Department of Insurance and Financial Services.

While we are barred from responding to your request for coverage language in the "Description of Operations" box, we encourage you to contact us if you have any questions about the certificate of insurance that you have been provided or any other matter. Thank you for your cooperation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED - WHEN REQUIRED IN ANY NON-CONSTRUCTION CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on this Coverage Part, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of "your work" operations for that additional insured. A person or organization's status as an insured under this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering, surveying or construction management services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
   b. Providing or hiring independent professionals to provide engineering, architectural, surveying or construction management services; or
   c. Supervisory or inspection activities performed as part of any related architectural, engineering or construction management activities.

   Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.
2. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnity another because of damages arising out of such injury.
3. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.

C. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

D. With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - PER CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - CONDITIONS:**

If you have agreed, in a written contract or agreement, to provide a waiver of any right of recovery against a person or organization, we will waive any right of recovery we may have against that person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to that person or organization for which you have agreed to in a written contract to provide said waiver.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Certificate of Coverage

Date: 6/16/2025

Certificate Holder
Ukrainian Catholic Diocese
Province of Stamford
Chancery Office
161 Glenbook Road
Stamford, CT 06902

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
St Josaphat's Parish
940 E Ridge Road
Rochester, NY 14621

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability [X] Occurrence [ ] Claims Made	8761	1/1/2025	1/1/2026	Each Occurrence	1,000,000
					General Aggregate	2,000,000
					Products-Comp/OP Agg	2,000,000
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability	8761	1/1/2025	1/1/2026	Each Occurrence	1,000,000
					Annual Aggregrate	
	Other Liquor Liability	8761	1/1/2025	1/1/2026	Each Occurrence	1,000,000
					Claims Made	
					Annual Aggregrate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

St Josaphat's Church Festival to be held on Stanton Lane Property, August 14-17, 2025. Coverage includes Products, Completed Operations Liability and Liquor Liability.
The Holder of Certificate is an additional protected person(s) on a primary and non-contributory basis when required by written contract or agreement. Waiver of Subrogation applies. A 30 Day Notice of Cancellation Applies.

Holder of Certificate

Additional Protected Person(s)

Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617

0567000307

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 **days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

Authorized Representative Paul A. Peterson

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 8/14/2025 Charge Credit

Cancellation Date of Endorsement 8/18/2025

Certificate Holder Ukrainian Catholic Diocese Province of Stamford Chancery Office 161 Glenbook Road Stamford, CT 06902

Location St Josaphat's Parish 940 E Ridge Road Rochester, NY 14621

Certificate No. 8761 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an ***Additional Protected Person(s)*** the organization(s) shown in the schedule below.

Schedule - ADDITIONAL PROTECTED PERSON(S)

Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617

Remarks:
St Josaphat's Church Festival to be held on Stanton Lane Property, August 14-17, 2025. Coverage includes Products, Completed Operations Liability and Liquor Liability.
The Holder of Certificate is an additional protected person(s) on a primary and non-contributory basis when required by written contract or agreement. Waiver of Subrogation applies. A 30 Day Notice of Cancellation Applies.

However, the following limitations apply to coverage:

1. The maximum limits of coverage provided by Catholic Mutual Relief Society of America to the ***Additional Protected Person(s)*** named in this endorsement shall not exceed the coverage dollar amount specifically required by contract or agreement and agreed to by the ***Protected Person(s)***. In the absence of specific coverage limits within a referenced contract or agreement, the limits of liability afforded to the ***Additional Protected Person(s)*** must be listed on a separate Certificate of Coverage form attached to this endorsement. All limits of liability extended by this endorsement are inclusive of both Section II Coverage D and Section VII coverages (if applicable).
2. Unless specifically agreed to by contract or agreement, the coverage extended to the ***Additional Protected Person(s)*** by this endorsement is excess and non-contributory over any other available coverage or insurance.
3. This endorsement does not apply to any ***Occurrence*** outside the specific date(s) of a facility use agreement or terms of a lease.
4. This endorsement does not extend coverage to the ***Additional Protected Person(s)*** for ***Occurrences*** which cannot be attributed to primary acts or omissions of the ***Protected Person(s)***.
5. Provided that a premises is utilized by the ***Protected Person(s)*** in a manner consistent with its intended purpose and in accordance with the applicable contract, agreement, or lease, this endorsement does not extend coverage to the ***Additional Protected Person(s)*** for premises defects or other ***Occurrences*** which could not be discovered by the ***Protected Person(s)*** with reasonable diligence.
6. The limited coverage afforded to the ***Additional Protected Person(s)*** by this endorsement only applies to the extent permissible by law and shall not apply to non-delegable duties unless specifically agreed to by contract or agreement.

This extension of coverage shall not enlarge the scope of coverage provided to the ***Certificate Holder*** under this Certificate nor increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the ***Additional Protected Person(s)*** will not precede the effective date of this endorsement or extend beyond the cancellation date.

ENDORSEMENT

General Conditions
(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 8/14/2025 Charge _____ Credit _____

Certificate Holder
Ukrainian Catholic Diocese
Province of Stamford
Chancery Office
161 Glenbook Road
Stamford, CT 06902

Certificate No. 8761 of The Catholic Mutual Relief Society is amended as follows:

WAIVER OF SUBROGATION BETWEEN PROTECTED PARTIES

It is agreed that this Certificate is amended that notwithstanding anything to the contrary in Paragraph 11 of the General Conditions of the Certificate, Right of Recovery, in the event of any payment under this Certificate, we waive our right of recovery against any Additional Protected Person(s) in the Certificate.

Paul A. Petrarca
Authorized Representative

PKS-113 (1-89)

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 8/14/2025 Charge _____ Credit _____
Cancellation Date of Endorsement 8/18/2025
Certificate Holder Ukrainian Catholic Diocese Province of Stamford Chancery Office 161 Glenbook Road Sta
Location St Josaphat's Parish 940 E Ridge Road Rochester, NY 14621
Certificate No. 8761 of The Catholic Mutual Relief Society of America is amended as follows:

PRIMARY AND NONCONTRIBUTORY
OTHER INSURANCE or COVERAGE CONDITION

This endorsement modifies coverage provided under the following:

PKS-100 SECTION II - LIABILITY CONDITIONS

The following is added to the **Other Insurance or Coverage** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance or Coverage
This protection is primary to and will not seek contribution from any other insurance or coverage available to an ***Additional Protected Person(s)*** under your certificate provided that:

(1) The ***Additional Protected Person(s)*** is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this protection would be primary and would not seek contribution from any other insurance available to the ***Additional Protected Person(s)***.

Paul A. Peterson
Authorized Representative

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

SCAN TO VALIDATE
AND SUBSCRIBE

^^^^^^ 260893122
ADVENTURES IN CLIMBING, LLC
912 STATE ROUTE 104
SUITE 100
ONTARIO NY 14519

POLICYHOLDER	CERTIFICATE HOLDER
ADVENTURES IN CLIMBING, LLC 912 STATE ROUTE 104 SUITE 100 ONTARIO NY 14519	TOWN OF IRONDEQUOIT 1280 TITUS AVE IRONDEQUOIT NY 14617

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
R2026 877-7	582878	04/25/2025 TO 04/25/2026	7/7/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2026 877-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 609913009

U-26.3

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) ADVENTURES IN CLIMBING LLC 912 STATE ROUTE 104 STE 100 ONTARIO, NY 14519	1b. Business Telephone Number of Insured (315) 333-5003
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1c. Federal Employer Identification Number of Insured or Social Security Number 260893122
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF IRONDEQUOIT 1280 TITUS AVE IRONDEQUOIT, NY 14617	3a. Name of Insurance Carrier **New York State Insurance Fund (NYSIF)** 3b. Policy Number of Entity Listed in Box "1a" DBL 5708 64 - 0 3c. Policy effective period 05/01/2025 to 05/01/2026

4. Policy provides the following benefits:
   - ☒ A. Both disability and paid family leave benefits
   - ☐ B. Disability benefits only
   - ☐ C. Paid family leave benefits only

5. Policy covers:
   - ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
   - ☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 7/7/2025 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier,this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

Certificate Number 846229

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

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

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

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Resolution Number 2025 -

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR BERT GALLMON TO CONDUCT A TRIATHLON

At a Regular Meeting of the Town Board of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 22nd day of July 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
Harter Secrest & Emery LLP	Attorney for the Town

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

WHEREAS, the Town Clerk's Office received an application from Bert Gallmon requesting permission to hold the Annual Rochester Triathlon from 3pm on Friday, August 22, 2025 to 1pm on Saturday, August 23, 2025, with youth runners starting on Saturday, August 23rd at 8am; and

WHEREAS, the Triathlon equipment set up start date is at 10:00am on Friday, August 22, 2025, and the equipment take down date is 2:00pm on Saturday, August 23, 2025 at 3015 Lakeshore Blvd, Durand Beach; and

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

NOW THEREFORE, BE IT RESOLVED, that the Town Board approves the Special Event License for Bert Gallmon to hold the Annual Rochester Triathlon beginning Friday, August 22, 2025, at 3:00pm, and running through Saturday, August 23, 2025at 1:00pm. Equipment may be set up on Friday, August 22, 2025 at 10am and taken down on Saturday, August 23, 2025 at 2:00pm. This approval is conditioned on the applicant notifying all affected residents before the event.

This resolution shall take effect immediately upon its adoption.

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

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

Rochester Triathlon

$150.00 Application Fee
CK#1140

Date Received: 6/20/25 By: DC

Insurance Approval: _____

Fire Marshal Approval :

_____
Signature

6/20/25
Date

Police Department Approval :

_____
Signature

6/20/25
Date

Department of Public Works:

_____
Signature

6-27-25
Date

Security Deposit (If Applicable)

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

APPLICATION FOR LICENSE TO CONDUCT FESTIVALS /CARNIVALS /EVENTS

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

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

GENERAL:

Name of Applicant: Bert Gallmon

Applicant's Address: 3015 St. Paul Blvd. Rochester, NY 14617

Telephone Number: 585-737-3650

If Corporation, list State of Incorporation: _____

Corporation Officers' Addresses: _____

_____

Type of Event Planned: Triathlon Rochester Triathlon.

Event Site Address: Lakeshore Blvd. Durand Eastman Beach

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

Name of Outside Contractor (or Concessionaire): _____

_____

Contractor Residence Address (Local): _____

Contractor Telephone No.: _____

Contractor Business Address: _____

Contractor Business Telephone No.: _____

Names of Contractor Employees: _____

_____

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

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

_____

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

N/A

POWER:

Type of electrical power to be used (house current, generator, etc.): generator - 2000 watt

Location of generator on event site (Locate on map): Finish Line Lot A
Transition Lot B

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

Portable Diesel lights from Admar for morning only

PARKING/TRANSPORTATION:

Storage location of trailers and trucks (indicate on map): Finish Line Lot A

Parking location of workers and patrons ' vehicles (indicate on map): Lot A, B & C

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

Nature and scope of event advertising: Online

Statement of method used by applicant and/or outside contractor to supervise parking/traffic flow: Partner with IPD as in the past

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

Roadway Jurisdiction

City

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

County

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

State

Empire Blvd

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

Signature: _____ Date: 6-2-25

*Please attach any approval letters that you receive

Department of Transportation

Monroe County, New York

Adam J. Bello
County Executive

Thomas J. Frys, P.E.
Director

June 23, 2025

Mr. Bert Gallmon, Race Director
Rochester Area Triathletes
315 Grosvenor Road
Rochester, NY 14610

RE: PARADE PERMIT – ANNUAL ROCHESTER TRIATHLON

Dear Mr. Gallmon:

This is to inform you of the approval to use the following roads for the Sprint and Intermediate New York State Championship Triathlons on Saturday, August 23, 2025, between the hours of 7:30 am and 12:00 pm:

- Lakeshore Boulevard will be one-way traffic EB from St Paul Blvd to Colebrook Dr, and used by race participants in the WB lane.
- Lakeshore Blvd from Colebrook Dr to Camp Eastman will be alternating EB/WB traffic (controlled by IPD), and used by race participants in the WB lane.
- Lakeshore Blvd will be closed to traffic in both directions from Camp Eastman to The Highlands, and used by race participants.
- Lakeshore Blvd and Sweet Fern Road will be one-way traffic EB from The Highlands to Culver Rd, and used by race participants in the WB lane.

This permission is granted with the understanding that your organization will coordinate with the Frank E. Van Lare Treatment Plant, Durand Eastman Golf Course, and Camp Eastman, and will keep our office informed as to their current status. All affected residents are spoken to face to face 7-10 days prior to event, as well as community posts and mailings.

All emergency departments must be notified by your office of the date and times of the above activities. This approval is also granted with the understanding that the County of Monroe assumes no liability for any injury to any participant or bystander while they are within the County right-of-way and that the provision of traffic control within the approved activities and locations will be the responsibility of the Irondequoit Police Department.

If you have any questions, please contact John Raymond at 585-753-7711 or me at 585-753-7747.

Sincerely,

Henry Herdzik, P.E.
Chief of Highway and Bridge Engineering
HH:JR:jlc
cc: T. Frys, T. Harris, T. Cesario, M. Matteson
J. David, Irondequoit Fire Marshal
Erin Magee, Commissioner, Irondequoit DPW
Scott Peters, Chief, Irondequoit Police Department
Julie Tolar-Boasi, RGRTA
File H:\Subject\Trans Eng - Permits\PERMITS\Parade\2025\Irondequoit\RATS Triathlon.doc

50 West Main Street • Suite 6100 City Place Building • Rochester, New York 14614-1231
(585) 753-7720 • *fax:* (585) 753-7730 • *www.monroecounty.gov* • email: *mcdot@monroecounty.gov*

SURETY:

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

of license, the following:

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

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

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

Equipment/rides set up start date 8-22 Time 10AM

Event Start Date 8/22 - 3pm Youth 8/23 - 8AM Time

Event Completion Date 8/23 - 1pm Time

Equipment/rides take down date 8/23 Time 2pm

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

NAME Bert Gallman
ADDRESS 3015 St. Paul Blvd. 14617
TELEPHONE NO. 585-737-3650

NAME
ADDRESS
TELEPHONE NO.

Date of Application: 6-2-25

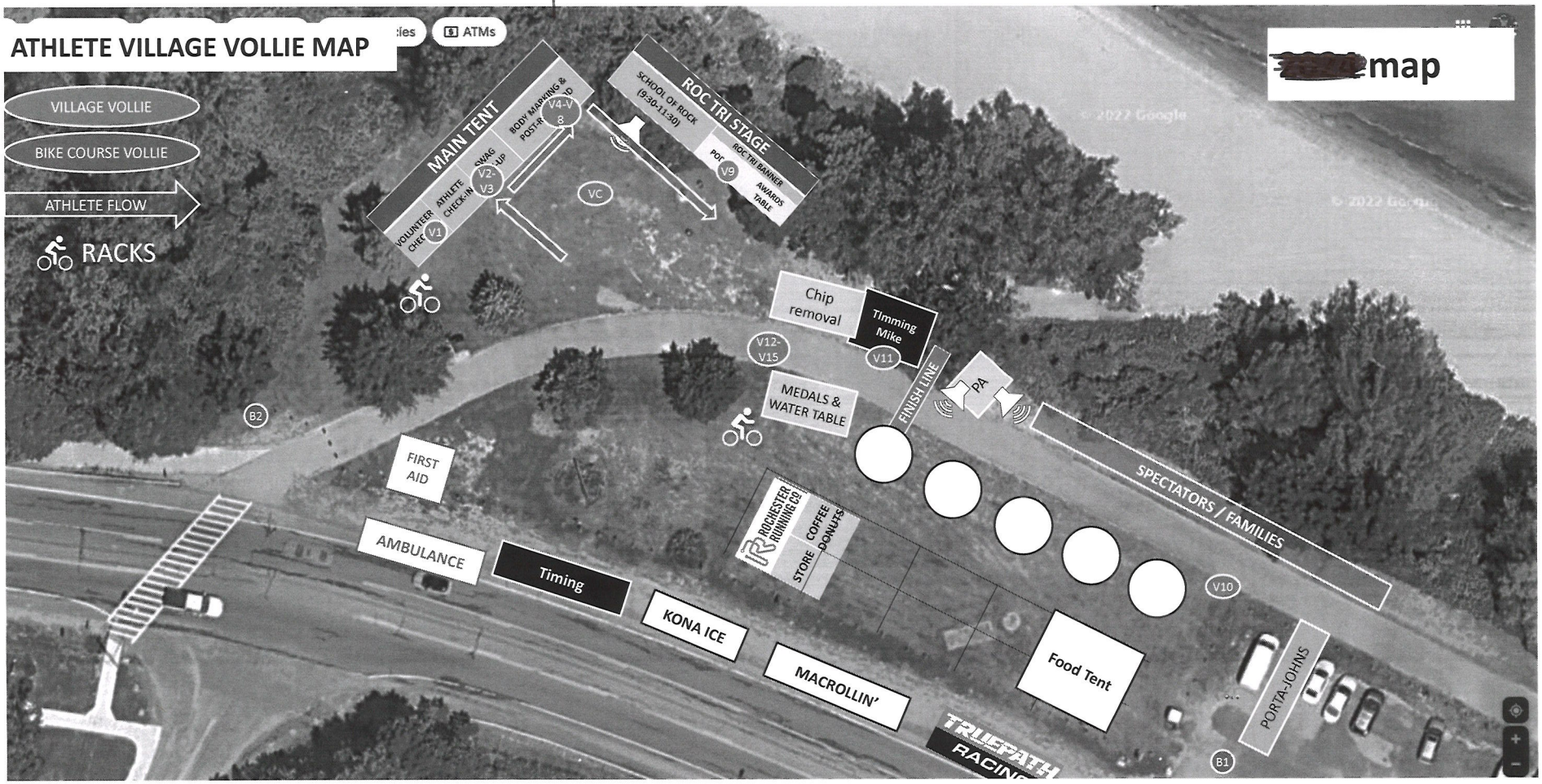
Signature of Applicant:

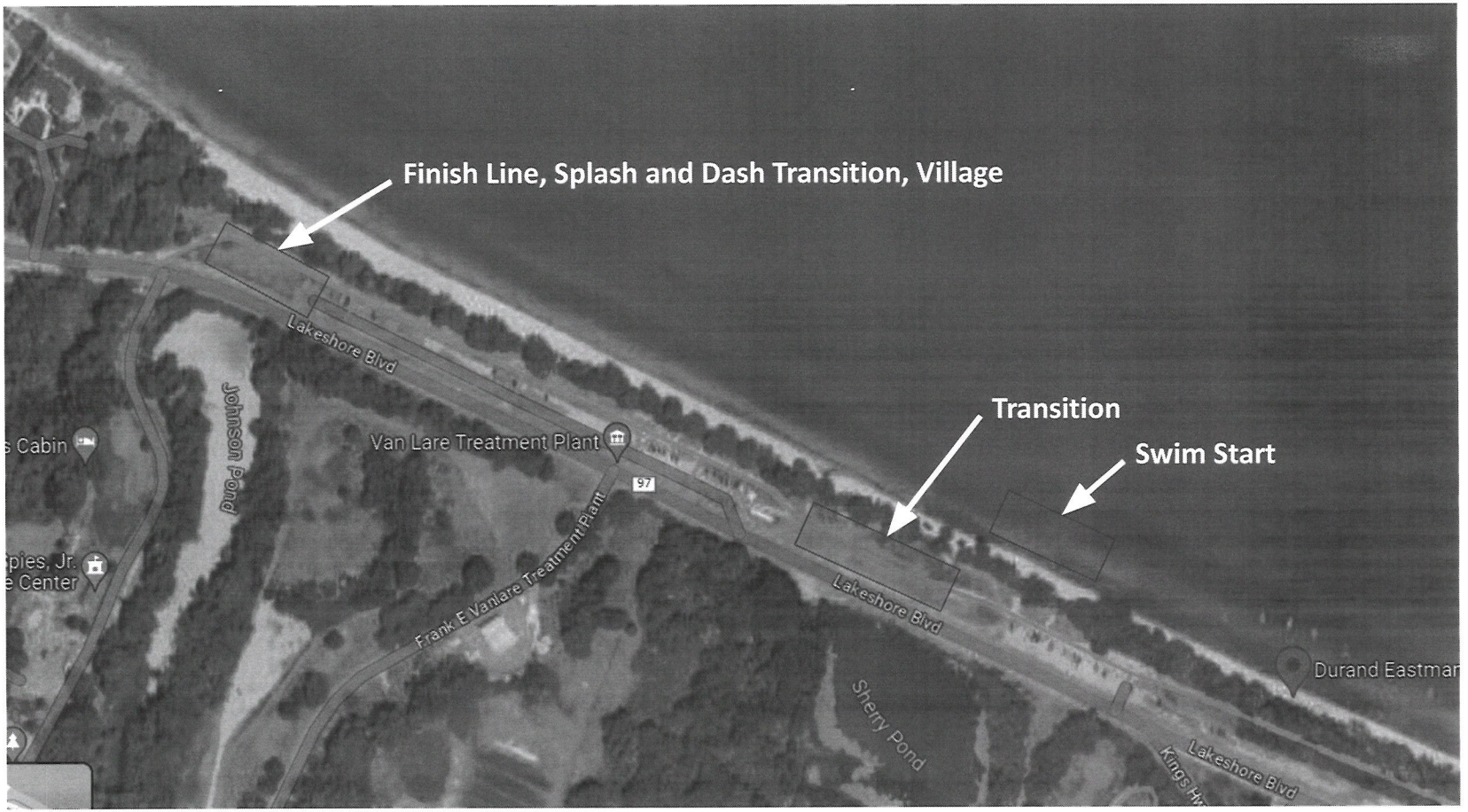
*PLEASE NOTE: IT IS THE RESPONSIBILITY OF THE APPLICANT TO PROVIDE THE TOWN CLERK 'S OFFICE WITH A COMPLETED LICENSE APPLICATION AND PROPER INSURANCE REQUIREMENTS AT TIME OF SUBMITTAL. INCOMPLETE APPLICATIONS WILL NO LONGER BE ACCEPTED.

Name of Event: Rochester Triathlon

FOR TOWN USE ONLY: Festivals / Carnivals / Events

Trailer Parking/Lights/generator




Finish Line, Splash and Dash Transition, Village
Transition
Swim Start
Lakeshore Blvd
Johnson Pond
Van Lare Treatment Plant
97
Frank E Vanlare Treatment Plant
Lakeshore Blvd
Sherry Pond
Lakeshore Blvd
Durand Eastman


Splash and Dash Set-up
Trailer
Stage
SCHOOL of ROCK
Volunteer Tent
Volunteer Check-in
SWAG
Awards
Sponsors
RDC Transit
Podium
Sponsors
PA
Water
Medals
Timing
FINISH LINE
PA
Start Arch
PORTA-JOHNS
KONAICE
PORTA-JOHNS
Google

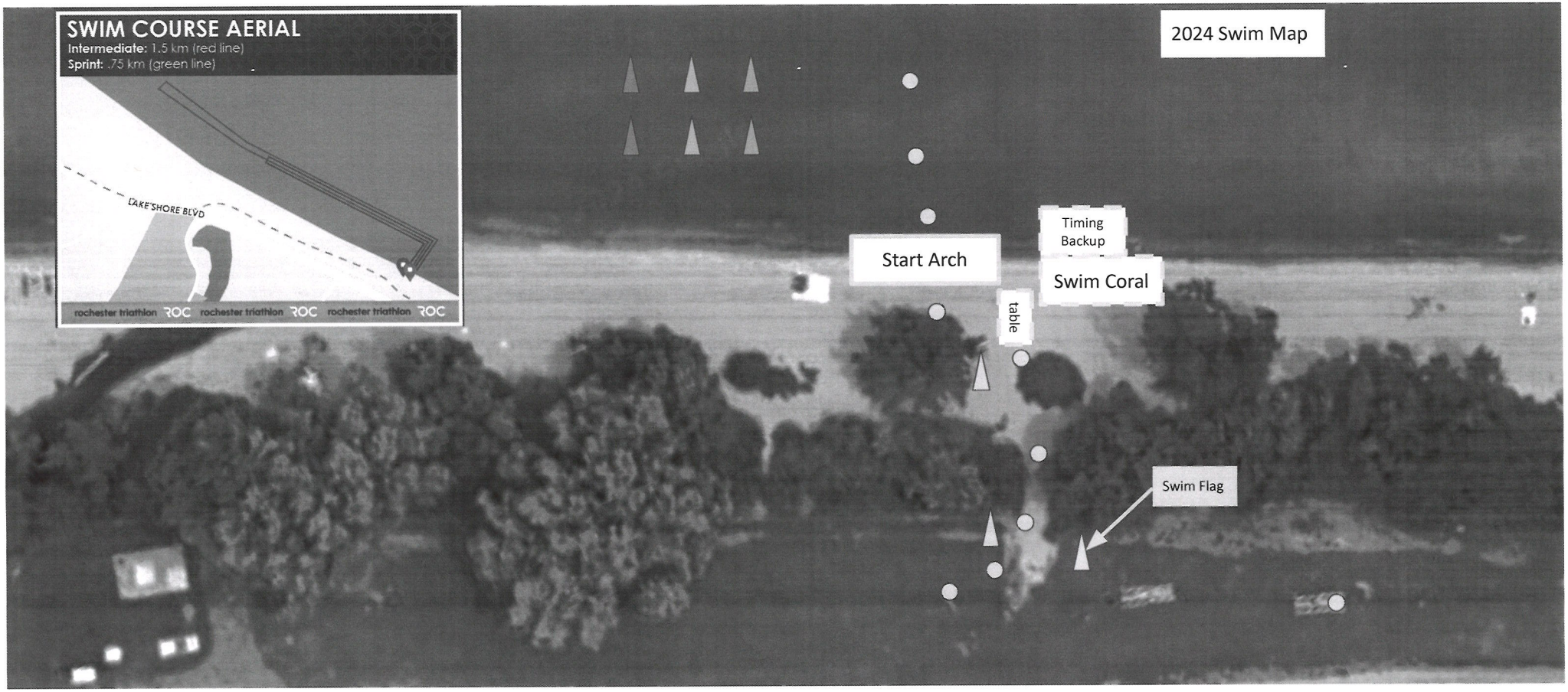
Kids Splash and Dash Transition

Key for Splash and Dash

- "Swim In" Transition Flag
- "Swim" Running path marker flags
- "Run out" Transition flag
- Rope Ladder
- Cone
- Water Bottle pool

Key for items that will be reused for ROC Tri

- Fencing
- PA Speakers
- PA Table
- Medals Table
- Timing Table


SWIM COURSE AERIAL
Intermediate: 1.5 km (red line)
Sprint: .75 km (green line)
LAKESHORE BLVD
rochester triathlon ROC rochester triathlon ROC rochester triathlon ROC
2024 Swim Map
Start Arch
Timing Backup
Swim Coral
table
Swim Flag

Intermediate			
Age Groups	**Gender**	**Wave count**	**Timing**
19-39	Male	39	7:45
>40	Male	35	7:50
All	Female	29	8:00
		103	

Age Groups	**Gender**	**Wave count**	**Wave count**
High School	M&F	13	8:20
19-44	M	48	8:30
>45	M	49	8:35
19-34	F	43	8:40
35-49	F	50	8:45
>50	F	44	8:50
		247	

Age Groups	**Gender**	**Wave count**	**Wave count**
High School	M&F	13	8:20
19-39	M	38	8:30
>40	M	59	8:35
19-29	F	43	8:40
30-39	F	38	8:45
>40	F	56	8:50

BIKE COURSE VOLLIE MAP

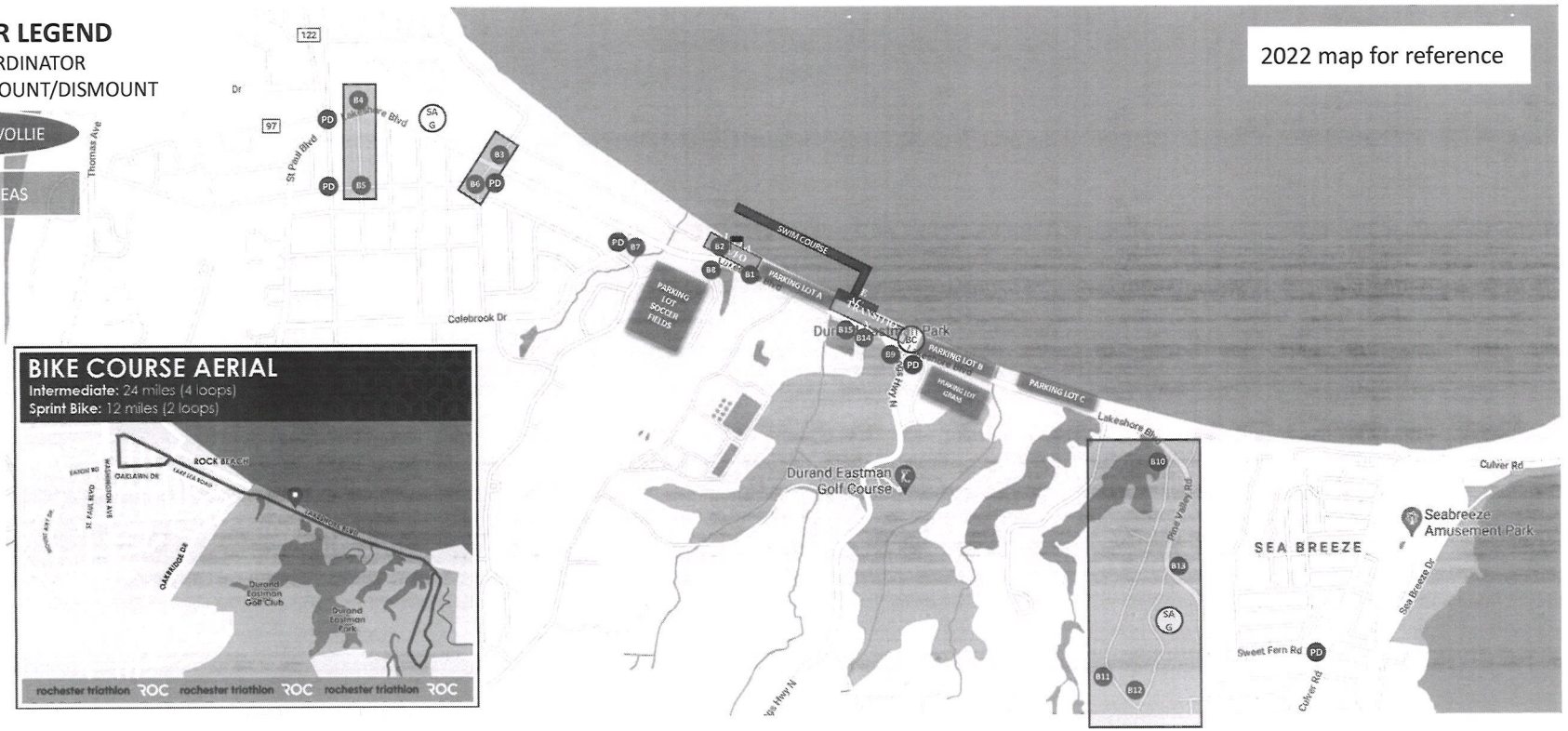
VOLUNTEER LEGEND

BC = BIKE COORDINATOR

B14 & B15 = MOUNT/DISMOUNT

BIKE COURSE VOLLIE

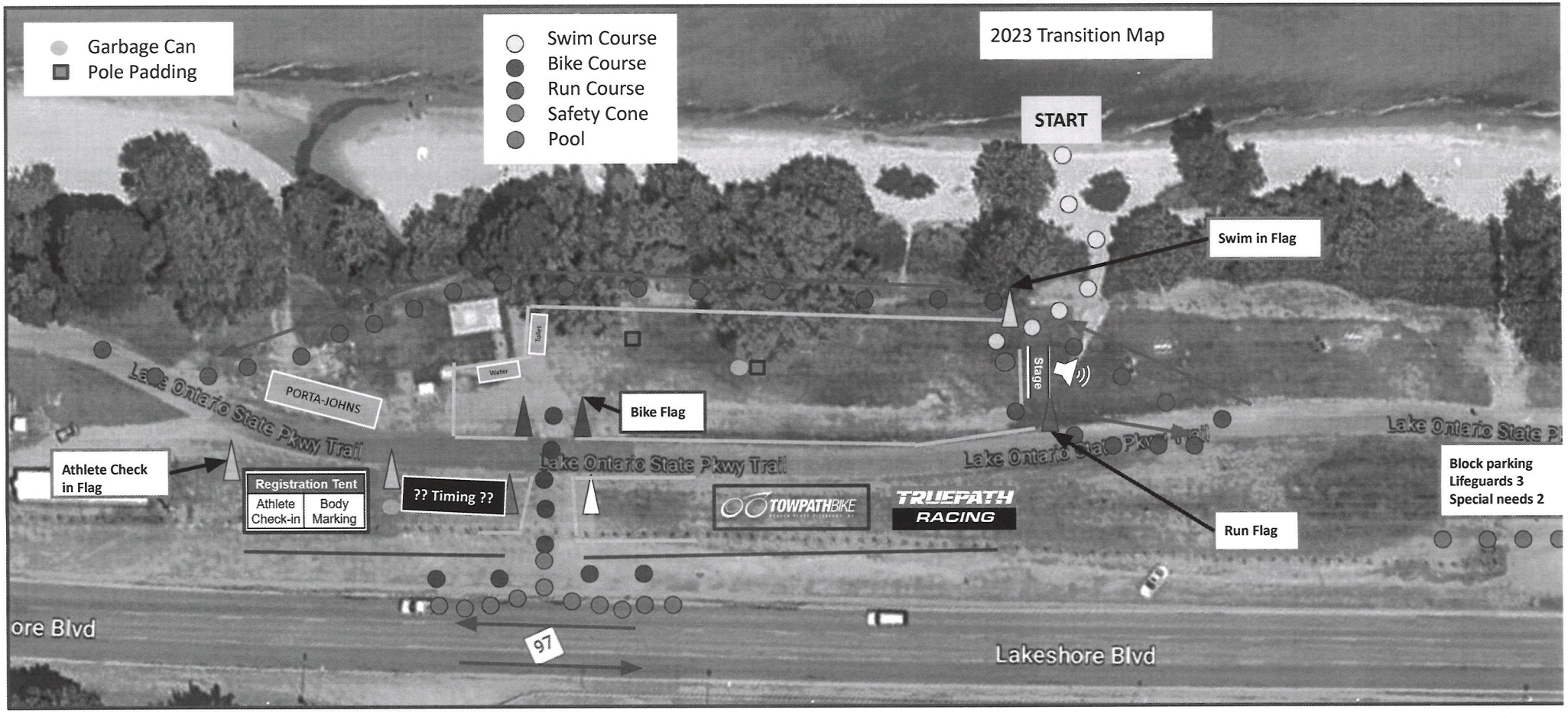
CRITICAL AREAS

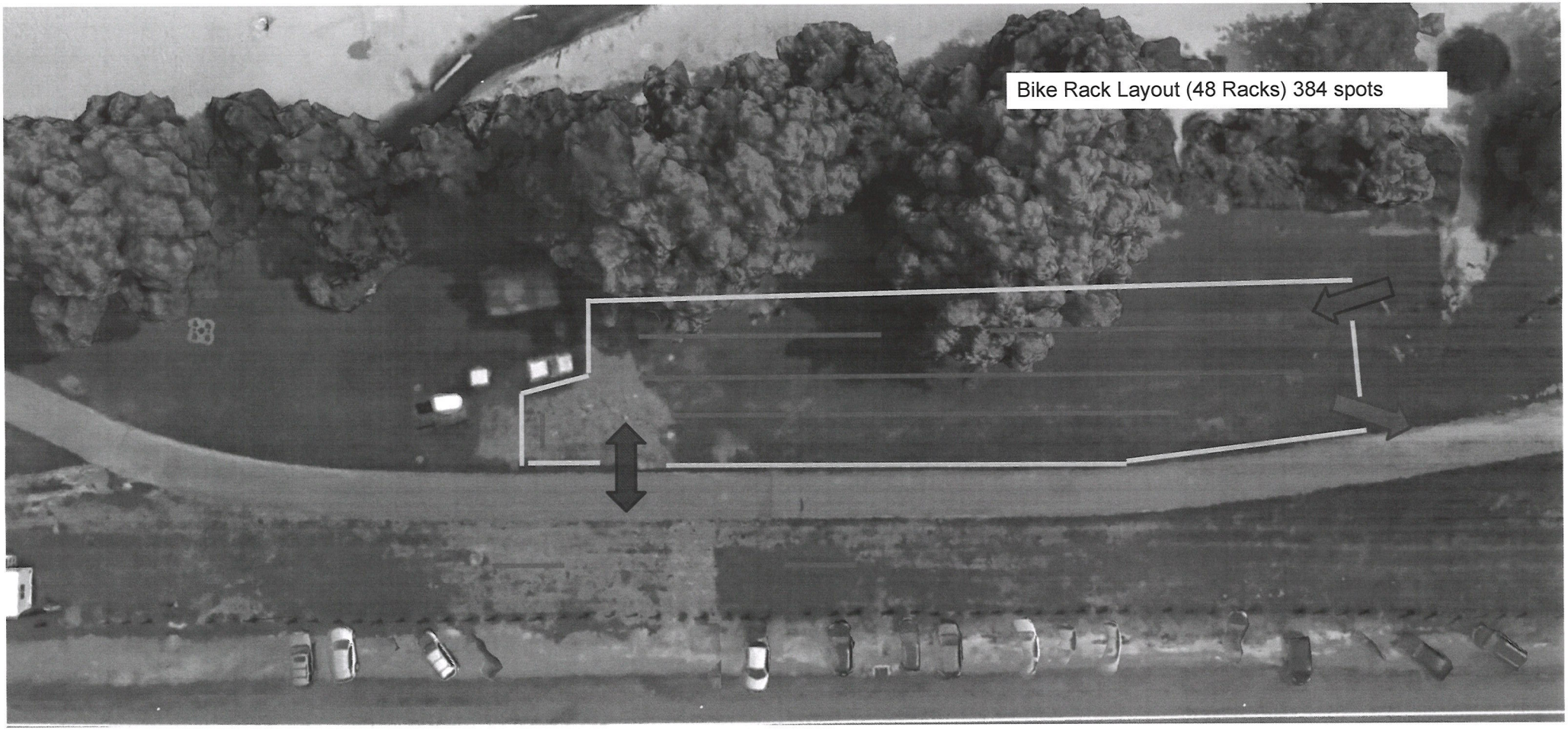


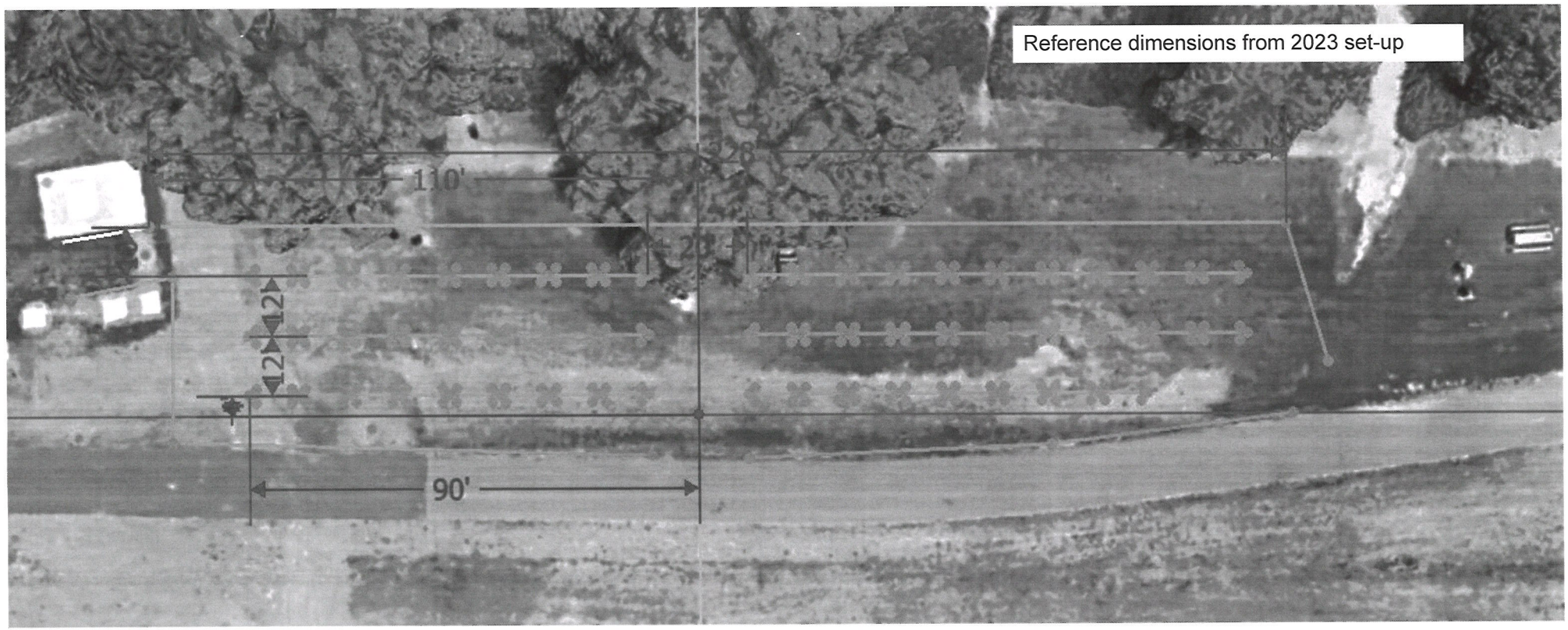
BIKE COURSE AERIAL

Intermediate: 24 miles (4 loops)

Sprint Bike: 12 miles (2 loops)


Garbage Can
Pole Padding
Swim Course
Bike Course
Run Course
Safety Cone
Pool
2023 Transition Map
START
Swim in Flag
Stage
Water
Toilet
PORTA-JOHNS
Bike Flag
Lake Ontario State Pkwy Trail
Athlete Check in Flag
Registration Tent
Athlete Check-in
Body Marking
?? Timing ??
TOWPATHBIKE
TRUEPATH RACING
Run Flag
Block parking
Lifeguards 3
Special needs 2
ore Blvd
97
Lakeshore Blvd


Bike Rack Layout (48 Racks) 384 spots

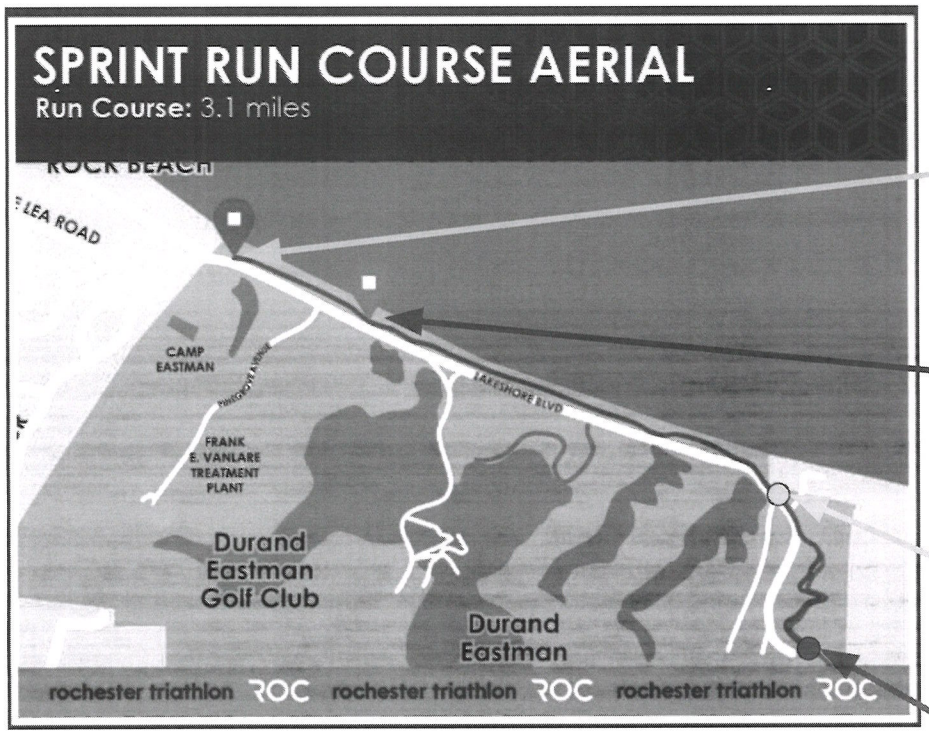

Reference dimensions from 2023 set-up
110'
12'
12'
90'

Transition

- "Swim In" Transition Flag
- "Swim" Running path marker flags
- "Run out" Transition flag
- Bike in out Flag
- TruePath Racing Flag
- Cone
- Foot cleaning pool
- Fencing
- Swim course mini cone marker
- Run course mini cone marker
- Music Speakers
- 2 Athlete check-in - 10'x10' RATs tents
- Athlete Check in Flag
- 2 Tables for Athlete Check in
- Bike Rack (50x)
- Crowd Barrier

Transition signs

- Sign: Dismount line with arrow
- Sign: Next loop with arrow
- Sign: Next loop keep left
- Sign: Bike Finish with arrow
- Sign: Bike Finish Keep Right



Finish Line: (0 volunteers)

- Equipment: Table, pool, Ice for pools, trash can with bags.
- Either:
  - Water Bottles 16oz,
  - paper cups, jugs of water, coolers, ice for coolers

Transition Run Entrance: (1 volunteers) Assist swimmers into transition at run swim intersection & runners at end of run

- Equipment: Flag

Transition Run Exit: (1 volunteers) Assist runners onto run course out of transition and around transition at end of run.

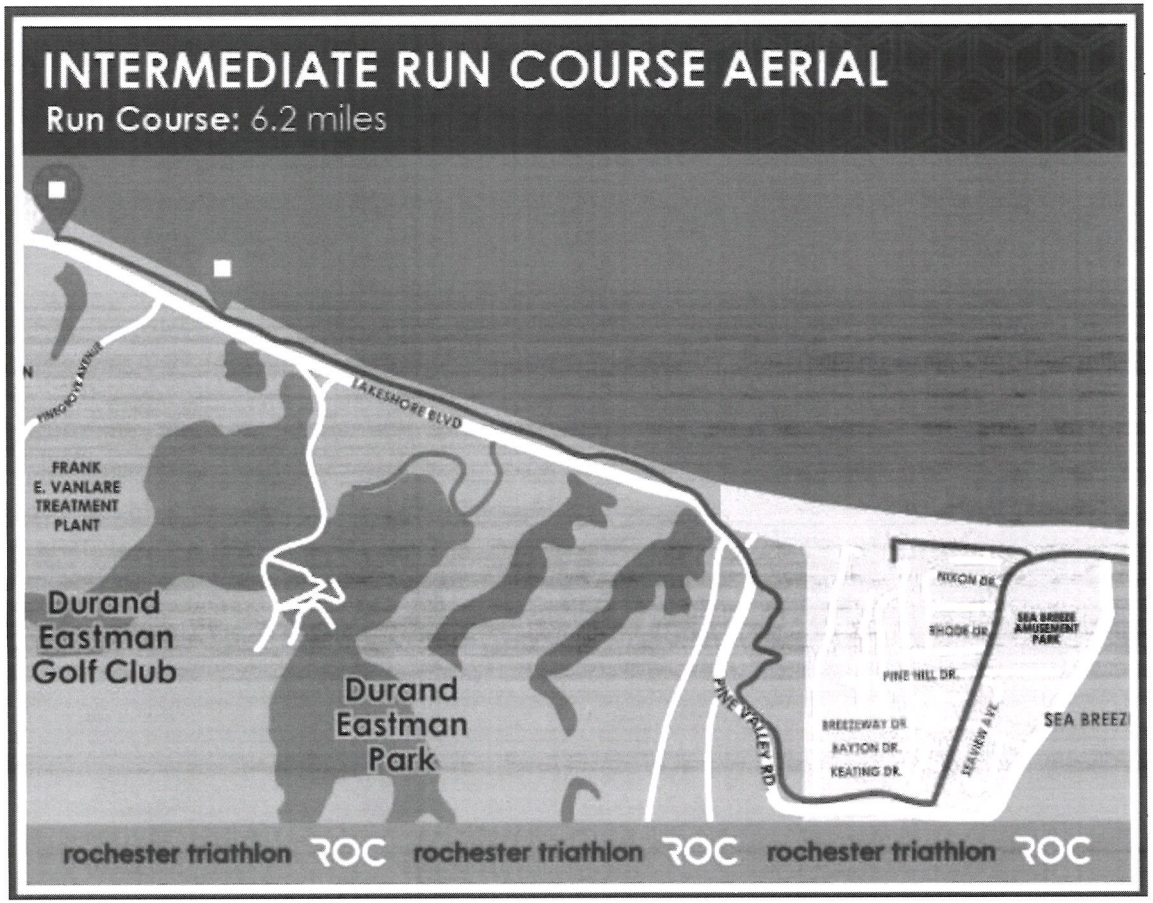
- Equipment: Flag, Hand counter

Water Station 1: (3 volunteers)

- Equipment: Table, pool, Ice for pools, trash can with bags.
- Either:
  - Water Bottles 8oz, Gator Aid
  - paper cups, jugs of water, coolers, ice for coolers

5K Turnaround: (2 volunteers)

- Equipment: Turnaround Flag, Clip Board, Paper for logging bib numbers.



10K Turnaround 2: (1 volunteer) {@ end of Lake Bluff}

- Equipment: Cone, Turn around sign, Clip Board, Paper for logging bib numbers.

Water Station 3: (3 volunteers)

- Equipment: Table, pool, Ice for pools, trash can with bags.
- Either:
  - Water Bottles,
  - paper cups, jugs of water, coolers, ice for coolers

10K Turnaround 1: (1 volunteer) {In front of Marge's Lakeside}

- Equipment: Cone, Turn around sign, Clip Board, Paper for logging bib numbers.

Traffic direction: (1 volunteers)

- Equipment: Flag, Sign

Locations:

- Emily St.
- Breezeway Drive
- Pine Hill Drive
- Lynn Drive

Traffic direction lower priority streets:

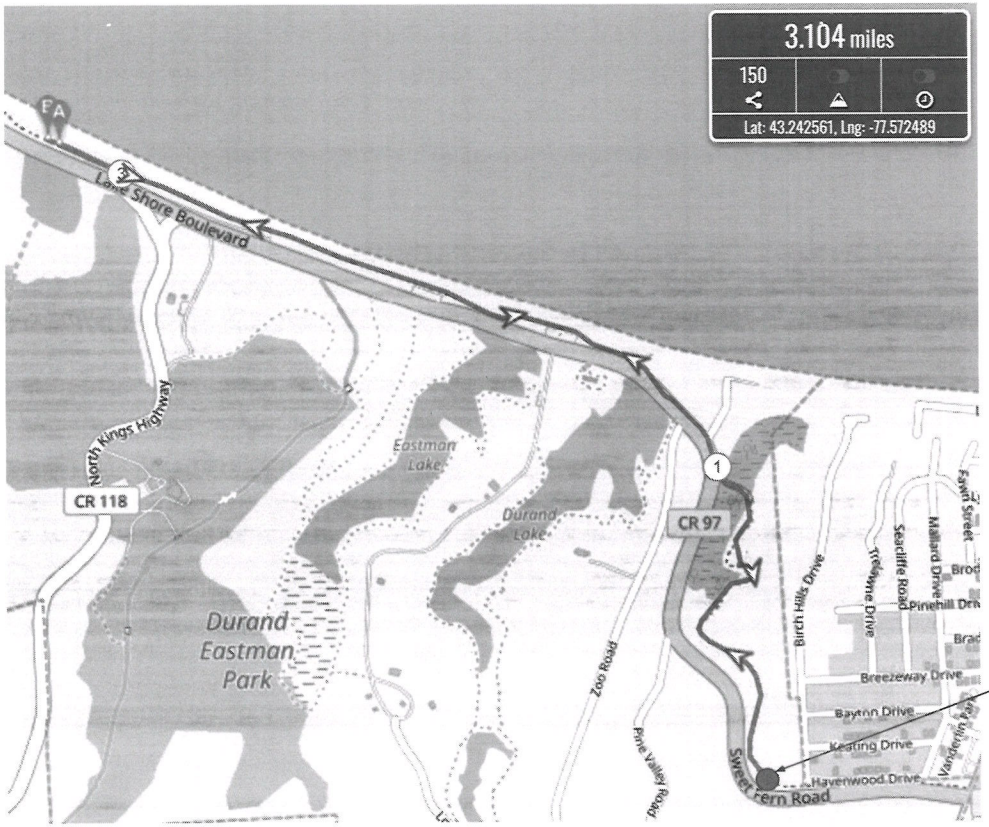
Locations:

- Brad St.
- Broderick Dr.
- Nixon Dr.
- Rode Dr.

Run course direction @ culver and Lake: (1 volunteers)

- Equipment: Flag

Alternate Run - Swim Cancellation



Alternate Swim Start 5K Turnaround: (2 volunteers) {look for black pillars in path}

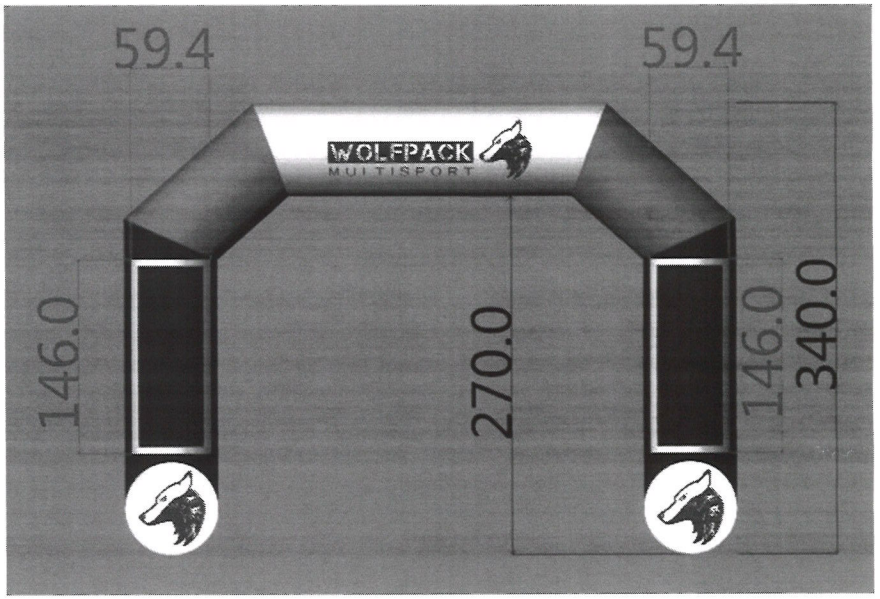
- Equipment: Turnaround Flag, Clip Board, Paper for logging bib numbers.


Trailer
Stage
SCHOOL of ROCK
Volunteer Tent
Volunteer Check-in
SWAG
Awards
Sponsors
ROC Tri wall
Podium
Sponsors
PA
Chip removal
Timing
PA
FINISH LIVE
MEDALS & WATER TABLE
PORTA-JOHNS
FIRST AID
AMBULANCE
ROCHESTER RUNNING CO
COFFEE
DONUTS
STORE
TYR
FounDr.
SPECTATORS / FAMILIES
Tents are 20, x 20'
SCHOOL of ROCK
Timing Company
ICE ICE Cream
Food Tent
BUFFALO TRIATHLON CLUB
PORTA-JOHNS
TRUEPATH RACING
Google


Tent Rental Map
Check in Tent (20' x 20')
Food Tent (20' x 20')
Google

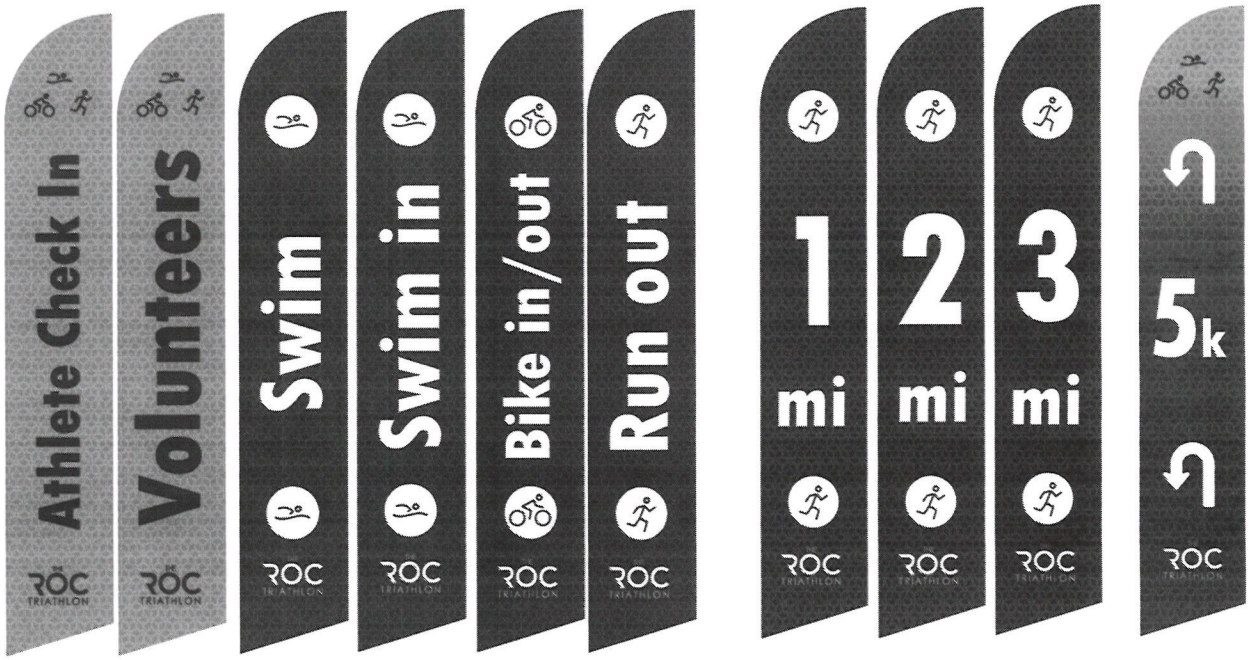
Village Details - Arches

- 4 add placements per arch
- Add is 57”h x 24”w



Transition Flags

2x Swim Flags
2x Swim In Flags
2x Run Out Flags
2x Bike In/Out Flags
2x Volunteer Flags
2x Check In Flags
2x 5k Turn
3x mile markers (1 ea.)



Gmail

Bert Gallmon <gluconate@gmail.com>

2025 Rochester Triathlon

Raymond, John D <JRaymond@monroecounty.gov> Fri, Jun 20, 2025 at 9:12 AM
To: Bert Gallmon <bert@wolfpackmultisport.com>
Cc: "Harris, Timothy" <timothyharris@monroecounty.gov>, "Kiley, Robert" <robertkiley@monroecounty.gov>, "Smith, Derek M" <DerekMSmith@monroecounty.gov>, "Herdzik, Henry" <HHerdzik@monroecounty.gov>

This message was sent securely using Zix®

We'll get the letter processed.

John D. Raymond

Permits Engineer

Monroe County Department of Transportation

City Place, Suite 6100

50 W. Main St

Rochester, NY 14617

Office: 585-753-7711

Fax: 585-324-4326

jraymond@monroecounty.gov

From: Bert Gallmon <bert@wolfpackmultisport.com>
Sent: Friday, June 20, 2025 8:33 AM
To: Raymond, John D <JRaymond@monroecounty.gov>; Harris, Timothy <timothyharris@monroecounty.gov>; Kiley, Robert <robertkiley@monroecounty.gov>; Smith, Derek M <DerekMSmith@monroecounty.gov>
Subject: 2025 Rochester Triathlon

CAUTION: This email originated from outside Monroe County systems. Exercise caution when opening attachments or clicking links, especially from unknown senders.

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[Quoted text hidden]

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/20/25 9:13 AM

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

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

PRODUCER
Marsh McLennan Agency LLC
4803 38th Street South, Suite 101
Fargo, ND 58104

CONTACT NAME:
PHONE (A/C, No, Ext): 701-775-3131 FAX (A/C, No): 701-775-4020
E-MAIL ADDRESS: USATRequests@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Accredited Surety and Casualty Company, Inc	26379
INSURER B : United State Fire Insurance Company	21113
INSURER C : Allianz Global Risks US Insurance Company	35300
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
USA Triathlon of Colorado
As Per the Named Insured Extension Schedule
5825 Delmonico Drive
Colorado Springs, CO 80919

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Participant Legal Liability X Desig. Event Cap GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC X OTHER: Per Event			1-RSL-CO-17-01538664-00	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DESIG. EVENT CAP	$ 2,000,000 $ 2,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 2,000,000 $ 20,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			1-RSL-CO-17-01538664-00	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Participant Accident			US1929940	01/01/2025	01/01/2026	Accident Medical	25,000
C	Excess Liability			24ABHX0236	01/01/2025	01/01/2026	Occ/Agg	2,000,000
A	Liquor Liability			1-RSL-CO-17-01538664-00	01/01/2025	01/01/2026	Occ/Agg	2M/4M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
USA Triathlon of Colorado; USA Triathlon (USAT); USA Triathlon (Ironman); USA Triathlon Foundation
USA Race Directors, Event Owners, Regions, Clubs, Official Sponsors, Committee Members, Race Officials, Volunteers, Lifeguards and Race Participants, Severally as Their Interests may appear in the business of USAT, functioning on behalf of the named insured or performing in a "Sanctioned or Approved Event"
Sexual Abuse or Molestation: Each Incident $2,000,000 / Aggregate $4,000,000
Event: Rochester Triathlon I 08/22/25 I 08/23/25 I Rochester, NY 14617

Certificate Holder is included as Additional Insured as required by written contract or agreement limited to the General Liability coverage.

CERTIFICATE HOLDER
Town of Irondequoit
1280 Titus Avenue
Rochester NY 14617

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

AUTHORIZED REPRESENTATIVE

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a town for a lifetime
IRONDEQUOIT New York

Scott Peters, IPD

Jeffrey David, Fire Marshal

Erin Magee, DPW Commissioner

To: Distribution

From: Melissa Rhoads, Clerk's Office

Date: 06/20/2025

Re: Event Application

Chief,

Please read the attached Event application. It requires your review and approval. Please review, approve/deny and forward interoffice mail to Jeffrey David in the Fire Marshall's Office.

Jeffrey,

Please read the attached Event application. It requires your review and approval. Please review, approve/deny and forward interoffice mail to Erin Magee in the Department of Public Works Department.

Erin,

Please read the attached Event application. It requires your review and approval. Then please send it back to me in interoffice mail.

Thank you for your prompt attention to this matter.

Attachment: Event Application

Event Name: Rochester Triathlon

Event Date: 08/22/25-08/23/2025

Time: 8/22/25 3PM to 08/23/25 1PM

Place and Address: see attached map

Resolution No. 2025 -

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING THE EXPANSION OF MCDONALD'S CURRENT HOURS

At a regular meeting of the Town Board of the Town of lrondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of lrondequoit, on the 22nd day of July 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 Coorman & Morin PC	Attorney for the Town

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

WHEREAS, the Town Clerk's Office received a letter from McDonald's, located at 1571 East Ridge Road, looking to expand their current hours of operation; and

WHEREAS, McDonald's current hours of operation are from 5am to 12am, with the dining room being open from 6am until 10 pm; and

WHEREAS, McDonald's is looking to extend their hours of operation to 24 hours for delivery and drive thru only.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the expansion of the current hours of operation to 24 hours for delivery and drive thru orders only.

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



Macdo Foods LLC.
1571 East Ridge Rd
Rochester, NY 14621

To Whom it may concern;

McDonald's, located at 1571 East Ridge Rd in Rochester, is looking to expand availability to our community. Our current hours of operation are from 5am to 12am, with the dining room being open from 6am until 10pm. We are looking to extend our hours of operation to 24 hours. This will only be for delivery and DT orders.

I appreciate your consideration of this request.

Eric VerStreate
Area Supervisor
Macdo Foods LL
585.739.9220

Resolution No. 2025 -

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING THE REFUND OF A SPECIAL EVENT LICENSE

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 22nd day of July 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, the Town Clerk's Office received an application for a Special Event, Block Party and Sound Amplifying from Fidello Palermo to hold a Special event on July 4th, 2025 from 10:00am to 10:00pm; and

WHEREAS, this Special event will be conducted on the street from 54 Kings Gate North to 76 Kings Gate North; and

WHEREAS, the Special event fee of $150.00 was paid by Mr. Palermo; and

WHEREAS, the Town Board had many questions and concerns about this event and did not approve the request for the Special Event License.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board did not approve the Special Event License to hold an event on the street from 54 Kings Gate North to 76 Kings Gate North from 10am to 10pm; and

BE IT FURTHER RESOLVED, that the Town Clerk shall return the fee of $150.00 to Mr. Palermo.

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 APPROVING THE SPECIAL EVENT LICENSE FOR HOOCHENANNY WHISKEY AND MUSIC FESTIVAL

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 22nd day of July 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, the Town Clerk's Office received an application from Hoochenanny Whiskey and Music, requesting permission to hold a Whiskey and Music Festival on Friday, August 8, 2025 at 2pm and ending on Sunday, August 10, 2025 at 10pm. Equipment/rides set up to start on Monday, July 21, 2025 at 8am and take down will be on Monday, August 11, 2025 at 8am; and

WHEREAS, this Special event will be conducted at 1301 Lakeshore Blvd., Rochester, NY 14617; and

WHEREAS, the Special event fee of $150.00 was paid by Mr. Sean McCarthy, Owner of the Hoochenanny Whiskey and Music Festival; and

WHEREAS, the Hoochenanny Whiskey & Music Festival is a high-energy celebration of American craftsmanship, blending world-class whiskey with a powerhouse music lineup; and

WHEREAS, proof of current insurance, which expires on August 10, 2025, has been reviewed and approved by the Town's insurance carrier.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the Special Event License for Mr. Sean McCarthy to hold the Hoochenanny Whiskey & Music Festival on Friday, August 8th to Sunday, August 10th from 2pm to 10 pm; equipment set up will be held on July 21, 2025 at 8am, and equipment take down to be held on Monday August 11, 2025 at 8am.

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	_____

Name of Event: Hoochenanny Whiskey and Music Festival

FOR TOWN USE ONLY: Festivals / Carnivals / Events

$150.00 Application Fee ck # 1886 Date Received: 7/8/15 By: _____ FILE COPY

Insurance Approval: _____

Fire Marshal Approval: _____
Signature

_____
Date

Police Department Approval:

_____
Signature

_____
Date

Department of Public Works:

_____
Signature

_____
Date

Security Deposit (If Applicable)

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

Bec O'Brien
(McCarthy Fests)
bec@mccarthyevents.com

Sean McCarthy
sean@mccarthyevents.com
585-317-0256

a town for a lifetime
IRONDEQUOIT New York

Scott Peters, IPD

Jeffrey David, Fire Marshal

Erin Magee, DPW Commissioner

To: Distribution

From: Melissa Rhoads, Clerk's Office

Date: 07/03/2025

Re: Event Application for Hoochenanny Whiskey and Music Festival

Chief,

Please read the attached Event application. It requires your review and approval. Please review, approve/deny and forward interoffice mail to Jeffrey David in the Fire Marshall's Office.

Jeffrey,

Please read the attached Event application. It requires your review and approval. Please review, approve/deny and forward interoffice mail to Erin Magee in the Department of Public Works Department.

Erin,

Please read the attached Event application. It requires your review and approval. Then please send it back to me in interoffice mail.

Thank you for your prompt attention to this matter.

Attachment: Event Application

Event Name: Hoochenanny Whiskey and Music Festival

Event Date: 08/08/2025-08/10/2025

Time: 2:00 PM to 10 PM

Place and Address: 1301 Lakeshore Blvd

To whom it may concern,

The Hoochenanny Whiskey & Music Festival is a high-energy celebration of American craftsmanship, blending world-class whiskey with a powerhouse music lineup. Founded to honor New York's rich distilling heritage, the festival brings together tastemakers, storytellers and music lovers for three days of bourbon, live performances and immersive experiences. Now in its second year, the festival takes place from Aug. 8-10, 2025, on 14 acres at Camp Eastman in Irondequoit, NY. Guests can enjoy whiskey tastings, craft cocktails and curated events in seven custom-built tent structures. The expanded music lineup will feature international, national and regional artists spanning Americana, rock, alternative, punk, outlaw country and rockabilly. This year's whiskey programming will be bigger than ever, showcasing more than 150 top spirits from national and regional distilleries. The festival is owned by Tommy Brunett and Sean McCarthy.

We are dedicated to giving back to our roots by showcasing local businesses and ramping up tourism in our area. We strive to spread the word on how incredible our town is with good music, great food and even better whiskey!

If you have any questions, please feel free to reach out.

Sean McCarthy

Owner of the Hoochenanny Whiskey and Music Festival

585.317.0256

Sean@Hoochenanny.com

APPLICATION FOR LICENSE TO CONDUCT FESTIVALS/CARNIVALS/EVENTS

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

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

GENERAL:

Name of Applicant: Hoochenanny Whiskey and Music festival

Applicant's Address: 80 Sovran Dr. Webster, NY 14580

Telephone Number: 585-317-0256

If Corporation, list State of Incorporation: But Wait Theres More

Corporation Officers' Addresses: 80 Sovran Dr. Webster, NY 14580

Type of Event Planned: Whiskey + Music Festival

Event Site Address: 1301 Lakeshore Blvd. Rochester, NY 14617

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

Name of Outside Contractor (or Concessionaire): Sean McCarthy - McCarthy Tents and Events

Contractor Residence Address (Local): 80 Sovran Dr. Webster, NY 14580

Contractor Telephone No.: 585-317-0256

Contractor Business Address: 80 Sovran Dr. Webster, NY 14580

Contractor Business Telephone No.: 585-321-1000

Names of Contractor Employees. Sean McCarthy

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

If employees are housed on event site, state in what manner: N/A

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

Tents. Please see site map attached.

POWER:

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

Generator

Location of generator on event site (Locate on map): See map.

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

Bistro lights, chandeliers

PARKING/TRANSPORTATION:

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

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

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

Lakeshore Blvd.

Nature and scope of event advertising: Social media, News interviews, radio ads; interviews, Podcasts, print marketing

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

parking/traffic flow: Police dept will help direct.

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

Roadway Jurisdiction

City	
Longacre Rd	(south of southside median curbline)
Seneca Avenue	(west side, south of Longacre)
Wisner Rd	(maintained by TOI)
Hoffman Rd	(Culver Rd to Wisner- maintained by TOI)
County	
Bay Front South	(Glen Haven to Orchard Pk Blvd)
Cooper Rd	
Culver Rd	(Norton to 590)
Durand Blvd	(Culver to Seabreeze Dr)
East Ridge Rd	(City to 590)
Hudson Ave	
Lakeshore Blvd	
North Goodman St	
Norton St	
Pattonwood Dr	
Portland Ave	
St. Paul Blvd	
Seneca Ave	(Long Acre to Titus)
Kings Hwy N	
Kings Hwy S	
Sweet Fern Rd	
Thomas Ave	
Titus Ave	(St. Paul to Seabreeze Dr)
Winton Rd	(City to Empire)
State	
Empire Blvd	

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

Signature: _____ Date: 6.18.25

*Please attach any approval letters that you receive

SURETY:

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

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

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

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

Equipment/rides set up start date 7-21-25 Time 8am

Event Start Date 8-8-25 Time 2pm

Event Completion Date 8-10-25 Time 10pm

Equipment/rides take down date 8-11-25 Time 8am

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

NAME Sean McCarthy
ADDRESS 80 Sovran Dr. Webster, NY
TELEPHONE NO. 585-317-0256

NAME _____
ADDRESS _____
TELEPHONE NO. _____

Date of Application: 6.18.25

Signature of Applicant: _____

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

TOWN OF IRONDEQUOIT

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

IMDEMNIFICATION AND CONTRIBUTION AGREEMENT

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

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

6.18.25
Date

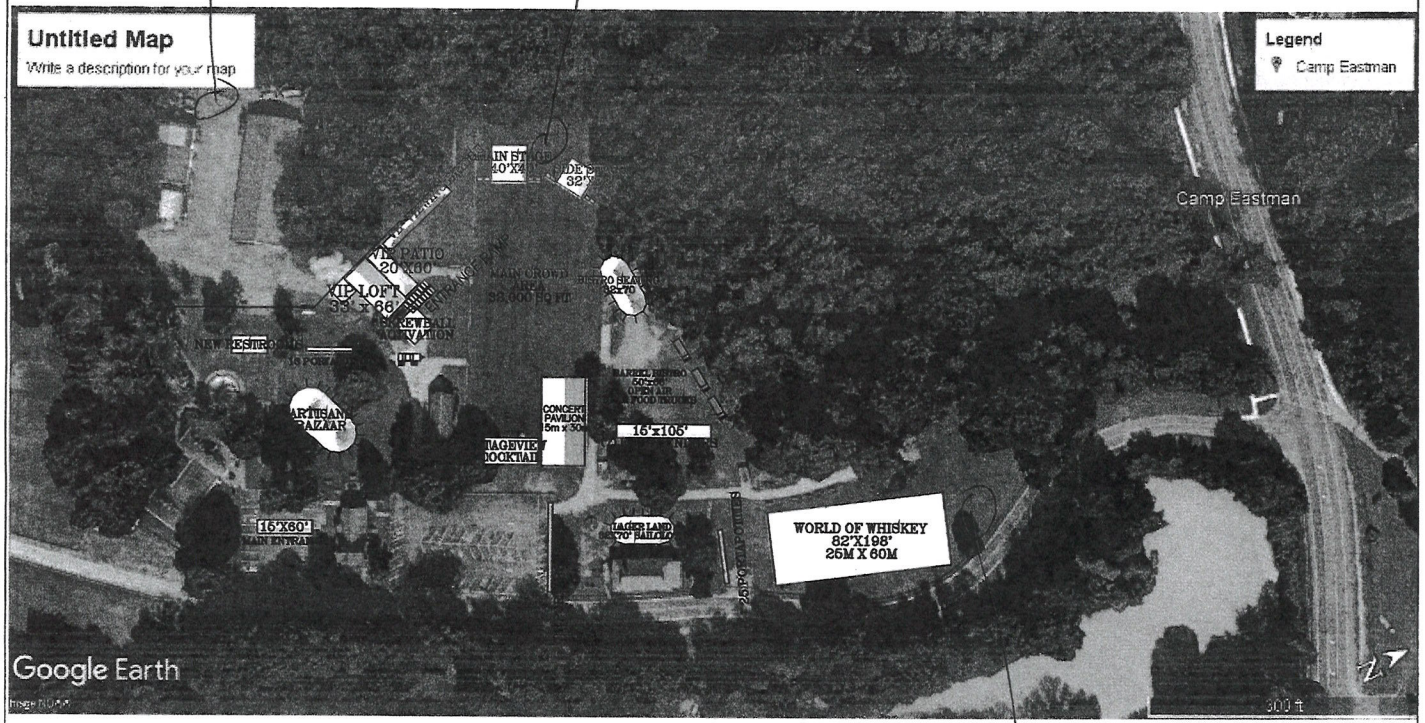
But Wait There's More!
(Individual or Company Name)

By _____
Signature

SEAN McCARTHY
Print Name and Office

GENERATOR

GENERATOR x2



GENERATOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/20/2025

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

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

PRODUCER

Steinmiller Associates Inc.
1223 Bay Rd
Webster, NY 14580

CONTACT NAME: Emma Johnson
PHONE (A/C, No, Ext): (585)671-5660 FAX (A/C, No): (585)671-5717
E-MAIL ADDRESS: ejohnson@steinmillerins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RT SPECIALTY	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

BUT WAIT, THERE'S MORE! LLC
1301 LAKESHORE BLVD
ROCHESTER, NY 14617

COVERAGES CERTIFICATE NUMBER: 00009648-250620110850 REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		18LB7856	08/08/2025	08/10/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

TOWN OF IRONDEQUOIT
1280 TITUS AVE
ROCHESTER, NY 14617

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

(ENJ)

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NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

SCAN TO VALIDATE
AND SUBSCRIBE

^^^^^^ 400015810
LOVELL SAFETY MGMT CO., LLC
22 CORTLANDT STREET 33RD FLR
NEW YORK NY 10007

POLICYHOLDER	CERTIFICATE HOLDER
MCCARTHY TENTS & EVENTS, LLC 80 SOVRAN DRIVE WEBSTER NY 14580	TOWN OF IRONDEQUOIT 1280 TITUS AVE., ROCHESTER NY 14617

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
Z2445 574-3	542223	04/01/2025 TO 04/01/2026	6/20/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2445 574-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
SEAN MCCARTHY
ONE OF ONE OFFICER
MCCARTHY TENTS & EVENTS, INC.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 167678425

U-26.3

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
MCCARTHY TENTS & EVENTS LLC
80 SOVRAN DRIVE
WEBSTER, NY 14580

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
585-321-1000

1c. Federal Employer Identification Number of Insured or Social Security Number
400015810

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
TOWN OF IRONDEQUOIT
1280 Titus Ave
Rochester, NY 14617

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL521020

3c. Policy effective period
01/01/2025 to 12/31/2025

4. Policy provides the following benefits:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 6/20/2025 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Leston Welsh,Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

MEMORANDUM OF UNDERSTANDING
BUT WAIT, THERE'S MORE LLC FOR ANNUAL HOOCHENANNY WHISKEY FESTIVAL

THIS MEMORANDUM OF UNDERSTANDING is made as of this 14th day of November 2024, by and between the TOWN OF IRONDEQUOIT ("Town"), a municipal corporation with offices at 1280 Titus Avenue, Rochester, New York 14617, and But Wait, There's More! LLC with offices at 80 Sovran Drive, Webster, New York 14580. The Town and But Wait, There's More! LLC are referred to herein each as a "Party" and together as the "Parties."

This Memorandum of Understanding requires annual renewal prior to any preparatory activities for the event contemplated herein, including without limitation, selecting a date, reserving Town equipment or buildings, and announcing it to the public. Each year, the Parties will review and revise as may be necessary this Memorandum of Understanding.

WITNESSETH:

WHEREAS, Hoochenanny is an event organized by But Wait, There's More! LLC to cultivate the uncommon— a celebration in music, spirits, culture, and community; and

WHEREAS, in 2023 But Wait, There's More! LLC held a successful Hoochenanny Festival in Geneseo; and

WHEREAS, the prior Hoochenanny Festival drew thousands of attendees from neighboring communities, fostering a vibrant sense of community and celebration of the arts; and

WHEREAS, the Town wishes to designate But Wait, There's More! LLC as its partner to host the 2025 Hoochenanny Festival at Camp Eastman; and

WHEREAS, the Town would like to partner with But Wait, There's More! LLC to host the Hoochenanny Festival on August 8 – 10, 2025, at Camp Eastman, featuring live music, cuisine, a local maker's market, and other events;

But Wait, There's More! LLC Responsibilities:

1. But Wait, There's More! LLC will organize and plan the 2025 Hoochenanny Festival. The event will be considered a collaborative effort between the Town and But Wait, There's More! LLC, notwithstanding the inclusion of the event on the Town's Special Events calendar.

2. Each year, But Wait, There's More! LLC, if it elects to hold the festival within the Town, must elect the weekend of the Annual Hoochenanny Festival and reserve any Town property and facilities for the event, by no earlier than one year in advance. But Wait, There's More LLC! will be responsible for paying the Town a fee of $2500 for use of facilities. Nothing in this MOU requires But Wait, There's More! LLC to hold the Hoochenanny Festival in the Town annually and But Wait, There's More! LLC reserves the right to hold the festival elsewhere, or not at all without any obligation to the Town. For avoidance of doubt, by virtue of this agreement, the Town does not acquire any right, title or interest of any kind in and to But Wait, There's More! LLC, or any property thereof, including, without limitation, any intellectual property of But Wait, There's More! LLC and rights to revenues and profits not expressly reserved to the Town herein.

3. If on site restrooms are not adequate, But Wait, There's More! LLC will be responsible for providing portable restrooms.

4. In addition to any other marketing and promotion it chooses to undertake, But Wait, There's More! LLC will collaborate on marketing and promotion for the 2025 Hoochenanny Festival with the Town.

5. But Wait, There's More! LLC will be responsible for selecting and paying all performers, caterers, and other vendors at its sole cost and expense, and under no circumstance shall the Town incur any obligation for the selection or payment of performers, caterers, and other vendors. But Wait, There's More! LLC shall submit the names of all performers to the Town for approval and the Town reserves the right to reject any performers scheduled for the 2025 Hoochenanny Festival for any or no reason. Notwithstanding the foregoing, the Town Understands that But Wait, There's More! LLC will contract with such performers, and may incur costs if required to cancel a contract. Therefore once the Town approves a performer, it shall not be permitted to reject such performer or other vendor except for good cause with the mutual agreement of But Wait, There's More! LLC.

6. But Wait, There's More! LLC is responsible for all sponsorships, admission sales, and vendor sales for the 2025 Hoochenanny Festival and will retain 100% of the revenue from such activities.

7. But Wait, There's More! LLC must apply for and obtain all applicable licenses, permits, and the like from the Town and City of Rochester for the 2025 Hoochenanny Festival and satisfy all conditions for such licenses, permits, and the like, including but not limited to obtaining full and complete insurance coverage for the event, its participants, vendors, and visitors.

8. But Wait, There's More! LLC will be responsible for all set-up and take-down functions for the 2025 Hoochenanny Festival. Set-up must be completed prior to the commencement of the first day of the festival. Following the festival, But Wait, There's More! LLC will restore all Town property and facilities used for the event to their prior condition.

9. But Wait, There's More! LLC will list The Town of Irondequoit as the Presenting Sponsor of

IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding as of the date first above written.

TOWN OF IRONDEQUOIT

BY: _____
NAME: Andrae Evans
TITLE: Supervisor

BUT WAIT, THERE'S MORE! LLC

Sean McCarthy
BY: Sean McCarthy (Nov 25, 2024 10:18 EST)
NAME: Sean McCarthy
TITLE: Managing Member

Resolution No. 2024 - 247

EXTRACT OF THE MINUTES OF A WORKSHOP MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH BUT WAIT, THERE'S MORE LLC FOR THE 2025 HOOCHENANNY FESTIVAL

At a special meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 12th day of November, 2024, at 7:30 p.m. local time, there were

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

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

WHEREAS, the annual Hoochenanny Festival serves as a vibrant celebration of culture, community, and artistic expression; and;

WHEREAS, the recent Hoochenanny Festival was a tremendous success, drawing thousands of attendees from local communities, and fostering a vibrant sense of community and celebration of the arts; and

WHEREAS, the festival provides a platform for local artists and musicians to showcase their talents, enhancing the cultural landscape of our Town; and

WHEREAS, the Town Board recognizes the importance of promoting unity and diversity through music and cultural events; and

WHEREAS, the Town would like to partner with But Wait, There's More LLC to host the Hoochenanny Festival Event on August 8 – 10, 2025, at Camp Eastman, featuring live music and performances, cuisine, maker's market, and other events; and

WHEREAS, the Town wishes to designate But Wait, There's More LLC as its partner to host future Hoochenanny Festival events at Camp Eastman. A copy of the Memorandum of Understanding between the Town and But Wait, There's More LLC is attached as **Attachment A**.

Resolution No. 2025-____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION TO DESINATING THE TOWN OF IRONDEQUOIT AS AN AGE-FRIENDLY COMMUNITY

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	Deputy Supervisor
McConville, Considine, Cooman and Morin LLP	Attorney for the Town

WHEREAS, the number of older adults in our community is growing rapidly, and their well-being is vital to the social, economic, and cultural fabric of Irondequoit; and

WHEREAS, an age-friendly community ensures accessible, inclusive, and supportive environments for residents of all ages and abilities, fostering healthy and active aging as well as intergenerational connection; and

WHEREAS, joining the AARP Network of Age-Friendly States and Communities and the World Health Organization Global Network for Age-Friendly Cities and Communities provides a framework and resources to help municipalities develop and implement strategies for improving quality of life for residents; and

WHEREAS, by adopting age-friendly principles, The Town of Irondequoit reaffirms its commitment to enhancing livability through housing, transportation, public spaces, health services, and civic engagement opportunities; and

WHEREAS, an age-friendly designation aligns with The Town of Irondequoit's broader vision to ensure equitable and sustainable growth while honoring the needs and contributions of all generations;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Town of Irondequoit formally commits to becoming an Age-Friendly Community and to actively participating in the AARP and WHO network.
2. The Irondequoit Town Board will work collaboratively with residents, local organizations, and stakeholders to assess community needs and prioritize actionable areas for improvement.
3. The Town of Irondequoit's Department of Community Development will update the Town's comprehensive masterplan, grounded in the age-friendly framework, and submit it for review within 18 months.
4. Progress and outcomes will be regularly monitored, evaluated, and reported to the community to ensure transparency and accountability in achieving age-friendly goals.
5. This resolution affirms our shared vision of making The Town of Irondequoit a town for a lifetime where people of all ages and abilities can thrive.

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	_____
	Deputy Supervisor	Wehner	voting	_____
T	own Supervisor	Evans	voting	_____