a town for a lifetime
IRONDEQUOIT New York

REGULAR TOWN BOARD MEETING

July 21, 2026

7:00 PM

FINAL AGENDA

PLEDGE OF ALLEGIANCE

ROLL CALL

SUPERVISOR'S REMARKS & ANNOUNCEMENTS

PUBLIC INPUT

FINANCIAL REPORT

APPROVAL OF MINUTES

June 08, 2026 Workshop Meeting Minutes

June 16, 2026 Regular Town Board Meeting Minutes

PUBLIC HEARINGS:

7:35 PM **On the Matter of Approving the Renewal of a Cable Television Franchise Agreement with Spectrum Northeast, LLC, Locally Known as Charter Communications**

PH2026-1 Resolution Approving the Renewal of a Cable Television Franchise Agreement with Spectrum Northeast, LLC, Locally known as Charter Communications and Authorizing Execution and Related Actions

7:36 PM **On the Matter of Rezoning 1422 Portland Avenue, 31, 37, 43, 49 Onondaga Road and 44, 48 Buell Drive (Northside Manor Apartments) From R-2 Residential District R-5 Residential**

PH2026-2 Resolution Regarding State Environmental Quality Review Act Compliance in The Matter of Rezoning 1422 Portland Avenue, 31, 37, 43, 49 Onondaga Road, 44 & 48 Buell Road from R-2 Residential Zoning District To R-5 Residential Zoning District

PH2026-3 Resolution Approving the Rezoning of 1422 Portland Avenue, 31, 37, 43, 49 Onondaga Road and 44, 48 Buell Drive (Northside Manor Apartments) From R-2 Residential District R-5 Residential

7:37 PM **On the Matter of a Proposed Local law to Amend Chapter 175 (Records) of the Town Code**

PH2026-4 Resolution Approving a Local Law to Amend Chapter 175 (Records) of the Town Code

ITEM(S) FOR BOARD ACTION:

Comptroller:

7A2026-1 Resolution Authorizing the Town Supervisor to Enter into An Agreement for Grant Writing, Administration and Management Services

Human Resources:

7A2026-2 Resolution Authorizing the Appointment of Two Full-Time Recreation Leaders in the Recreation Department

7A2026-3 Resolution Authorizing the Appointment of A Provisional Full-Time Human Resources and Finance Assistant in the Comptroller's Department

Police:

7A2026-4 Resolution Authorizing the Acceptance of a Monetary Gift from Paul Larose to The Irondequoit Police Department

7A2026-5 Resolution Authorizing the Acceptance of a Monetary Gift from An Anonymous Donor to The Irondequoit Police Department

Public Works:

7A2026-6 Resolution Concerning Approval of Supervisor to Sign Intermunicipal Agreement with Monroe County for The Stormwater Coalition of Monroe County

7A2026-7 Adopting A Resolution Concerning Approval of Supervisor to Sign Intermunicipal Agreement with Monroe County for Sidewalk Installation on Thomas Avenue

7A2026-8 Resolution Concerning Approval of Supervisor to Sign Intermunicipal Agreement with Monroe County for RRFB's

7A2026-9 Resolution Concerning Award of Bid for Roof Repairs at Various Irondequoit Town Facilities

Town Clerk:

7A2026-10 Resolution Approving the Special Event License for Rochester Area Triathletes to Conduct the Annual Rochester Triathlon

Upcoming Meetings:

Workshop Meeting	August 10, 2026	@ 4:00PM
Regular Town Board Meeting	August 18, 2026	@ 7:00PM

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
				13,963,144			
A001 General (includes cemetery)	28,950,290	29,283,506	12,543,420	1,419,724	15,320,362	50.0%	47.7%
percent of amended budget			42.8%	4.8%	52.3%		
L005 Library	3,044,081	3,107,131	1,645,010	21,655	1,440,466	50.0%	53.6%
percent of amended budget			52.9%	0.7%	46.4%		
DA21 Highway # 1, Road Impvts.	4,312,117	4,345,990	1,864,273	1,204,741	1,276,976	50.0%	70.6%
percent of amended budget			42.9%	27.7%	29.4%		
DA23 Highway # 3, Equipment Maint.	1,357,671	1,383,007	636,131	136,581	610,295	50.0%	55.9%
percent of amended budget			46.0%	9.9%	44.1%		
DA24 Highway # 4, ROW / Winter	607,002	611,787	375,185	28,369	208,232	50.0%	66.0%
percent of amended budget			61.3%	4.6%	34.0%		
		6,340,784		2,875,589 45.3%	1,369,691 21.6%		66.9%
SS31 Consolidated San. Sewer Dist.	4,070,596	4,116,167	1,339,472	144,952	2,631,743	50.0%	36.1%
percent of amended budget			32.5%	3.5%	63.9%		
SD38 Stormwater Drainage Dist.	1,031,484	1,033,987	252,889	57,035	724,063	50.0%	30.0%
percent of amended budget			24.5%	5.5%	70.0%		
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	0	0	136	50.0%	0.0%
percent of amended budget			0.0%	0.0%	100.0%		
SS39 Rock Beach San. Sewer Dist.	7,236	7,236	168	0	7,068	50.0%	2.3%
percent of amended budget			2.3%	0.0%	97.7%		
SS40 Orland Road San. Sewer Dist.	16,139	16,139	1,069	0	15,070	50.0%	6.6%
percent of amended budget			6.6%	0.0%	93.4%		
SW51 Sea Breeze Water District	1,362,236	1,362,236	622,791	0	739,445	50.0%	45.7%
percent of amended budget			45.7%	0.0%	54.3%		
SL71 - SL98 Lighting Districts	54,300	54,300	17,117	31,933	5,249	50.0%	90.3%
percent of amended budget			31.5%	58.8%	9.7%		
TOTAL	44,822,653	45,330,987	19,297,527	3,044,991	22,988,470	50.0%	49.3%
				22,342,518			
Percent of Amended Budget Spent			42.6%				
Percent of Amended Budget Encumbered				6.7%			
Total Percent Spent & Encumbered							49.3%
Tax Levy Sensitive	38,280,662	38,740,922	17,064,020	2,811,071	18,865,832	50.0%	51.3%
Total Spent + Encumbered		19,875,090	44.0%	7.3%	48.7%		51.3%

REVENUES

Fund	Original Budget	Amended Budget	Cumulative Receipts Through This Month	Balance to be Received	Percent of Real Estate Tax	Percent of Year Elapsed	Percent of Revenue Received
001 General:							
Real Estate Tax (A001-410010)	12,814,416	12,814,416	12,814,416	0	64.5%		100.0%
Payment In Lieu of Tax (A001-410811/12)	305,409	305,409	198,222	107,187			64.9%
Sales Tax (A001-411200)	7,100,000	7,100,000	889,082	6,210,918			12.5%
Per Capita State Aid (A001-430010)	613,283	613,283	0	613,283			0.0%
Mortgage Tax (A001-430050)	1,000,000	1,000,000	0	1,000,000			0.0%
Interest Earnings (A001-424010)	60,000	60,000	55,195	4,805			92.0%
Franchise Cable TV (A001-411700)	495,000	495,000	-2,559	497,559			-0.5%
Recreation Program Fees (A001-420010)	895,100	895,100	723,285	171,815			80.8%
Cemetery Revenues(A001-421900/426650)	149,000	149,000	71,130	77,870			47.7%
Fines & Bail Forfeitures (A001-426100)	101,000	101,000	52,191	48,810			51.7%
Other Sources of Revenue	2,517,082	2,550,290	3,681,805	-1,131,516			144.4%
Appropriated Fund Balance	2,900,000	2,900,000	2,900,000	0			
Total, Revenue & Fund Balance	28,950,290	28,983,498	21,382,768	7,600,730		50.0%	73.8%

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	2,937,894	2,937,894	2,937,894	0	14.8%		100.0%
Other Sources of Revenue	106,187	106,187	28,711	77,476			27.0%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	3,044,081	3,044,081	2,966,605	77,476		50.0%	97.5%
DA21, DA23, DA24 Highway Funds							
Real Estate Tax	4,108,949	4,108,949	4,108,949	0	20.7%		100.0%
All Other Sources	1,967,841	1,967,841	665,300	1,302,541			33.8%
Appropriated Fund Balance	200,000	200,000	200,000	0			
Total, Revenue & Fund Balance	6,276,790	6,276,790	4,974,249	1,302,541		50.0%	79.2%
SS31 Consolidated San. Sewer District							
Sewer Service Charges	3,770,285	3,770,285	3,770,285	0			100.0%
Other Sources of Revenue	150,311	150,311	22,337	127,974			14.9%
Appropriated Fund Balance	150,000	150,000	150,000	0			
Total, Revenue & Fund Balance	4,070,596	4,070,596	3,942,622	127,974		50.0%	96.9%
SD38 Stormwater Drainage District							
District Service Charges	1,018,484	1,018,484	1,018,484	0			100.0%
Other Sources of Revenue	13,000	13,000	-3,303	16,303			-25.4%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	1,031,484	1,031,484	1,015,181	16,303		50.0%	98.4%
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	-16	16			#DIV/0!
Total Revenue	136	136	120	16		50.0%	88.3%
SS39 Rock Beach San. Sewer District							
District Capital Charges	7,236	7,236	7,236	0			100.0%
Other Sources of Revenue	0	0	-67	67			#DIV/0!
Total Revenue	7,236	7,236	7,169	67		50.0%	99.1%
SS40 Orland Road San. Sewer District							
District Capital Charges	16,139	16,139	16,139	0			100.0%
Other Sources of Revenue	0	0	8	-8			#DIV/0!
Total Revenue	16,139	16,139	16,147	-8		50.0%	100.1%
SW51 Sea Breeze Water District							
District Real Estate Tax	41,960	41,960	41,960	0			100.0%
Other Sources of Revenue	1,320,276	1,320,276	288,072	1,032,204			21.8%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	1,362,236	1,362,236	330,032	1,032,204		50.0%	24.2%
SL71 - SL98 Lighting Districts							
District Real Estate Tax	21,330	21,330	21,330	0			100.0%
Other Sources of Revenue	0	0	2,992	-2,992			
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	21,330	21,330	24,322	-2,992		50.0%	114.0%
Summary of Revenues and Appropriated Fund Balances							
Real Estate Tax	19,861,259	19,861,259	19,861,259	0	100.0%		100.0%
Special District Real Estate Tax	63,290	63,290	63,290	0			100.0%
Sanitary Sewer Service Charges	3,803,161	3,803,161	3,803,161	0			100.0%
Stormwater District Service Charges	1,018,484	1,018,484	1,018,484	0			100.0%
Other Sources of Revenue	16,793,489	16,826,697	6,672,385	10,154,311			39.7%
TOTAL	41,539,683	41,572,891	31,418,579	10,154,311		50.0%	75.6%
Appropriated Fund Balance	3,250,000	3,250,000	3,250,000	0			100.0%
Grand Total, Revenues and Appropriated Fund Balance	44,789,683	44,822,891	34,668,579	10,154,311			77.3%

Comparison With Prior Year Period

Expenses Fund	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	6/30/2026 Percent of Budget Spent & Enc'brd
001 General	47.2%	47.2%	47.3%	50.7%	59.0%	51.2%	47.7%
005 Library	47.5%	46.8%	48.6%	52.1%	48.3%	51.0%	53.6%
021 Highway # 1, Road Impvts.	43.7%	65.4%	66.1%	78.5%	44.1%	80.4%	70.6%
023 Highway # 3, Equipt. Maint.	62.6%	50.0%	59.6%	59.4%	57.1%	57.0%	55.9%
024 Highway # 4, ROW / Winter	57.0%	57.3%	67.1%	59.1%	54.2%	41.4%	66.0%
031 Consolidated Sewer Dist.	49.6%	48.8%	49.5%	39.7%	47.3%	39.8%	36.1%
038 Stormwater Drainage Dist.	56.2%	38.7%	37.9%	37.9%	31.8%	29.8%	30.0%
051 Sea Breeze Water District	36.5%	38.1%	35.0%	38.0%	45.7%	46.1%	45.7%
055 Sea Breeze Fire District	-----	-----	-----	-----	-----	-----	-----
071 - 098 Lighting Districts	100.0%	100.0%	104.7%	103.3%	32.2%	70.0%	90.3%
TOTAL	48.1%	49.0%	49.8%	52.0%	54.5%	51.9%	49.3%

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
001 General:							
Real Estate Tax	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Payment In Lieu of Tax	91.4%	91.7%	89.3%	97.7%	102.8%	105.9%	64.9%
Sales Tax	16.1%	18.8%	18.5%	22.3%	15.6%	16.8%	12.5%
Per Capita State Aid	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mortgage Tax	30.6%	30.2%	0.0%	0.0%	0.0%	17.5%	0.0%
Interest Earnings	115.6%	13.2%	44.5%	817.3%	83.1%	307.9%	92.0%
Franchise Cable TV	-0.5%	-0.6%	-0.5%	-0.5%	-0.5%	-0.5%	-0.5%
Recreation Program Fees	41.2%	66.7%	45.5%	82.3%	37.5%	76.5%	80.8%
Cemetery Revenues	33.8%	79.3%	46.1%	25.2%	41.8%	40.7%	47.7%
Fines & Bail Forfeitures	28.1%	17.6%	21.0%	22.0%	20.4%	41.2%	51.7%
Other Sources of Revenue	39.4%	36.9%	41.6%	69.8%	50.2%	47.7%	144.4%
Appropriated Fund Balance	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Subtotal, General Fund	63.7%	66.6%	63.3%	70.7%	63.9%	65.9%	73.8%
Other Funds, "Other Sources" *							
005 Library	40.2%	53.7%	43.6%	54.4%	50.7%	41.5%	27.0%
DA21, DA23, DA24 Highway Funds	33.8%	29.0%	15.0%	14.3%	42.6%	32.2%	33.8%
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	83.8%	83.9%	82.9%	24.3%	55.6%	15.2%	14.9%
038 Stormwater Drainage Dist.	401.9%	0.7%	0.5%	19.7%	238.6%	25.0%	-25.4%
051 Sea Breeze Water District	27.5%	26.9%	26.6%	27.0%	26.2%	28.1%	21.8%
055 Sea Breeze Fire District	-----	-----	-----	-----	-----	-----	-----
071 - 098 Lighting Districts							
All Funds, Revenues & App. FB's	72.4%	74.2%	71.0%	75.5%	72.2%	72.4%	77.3%

* 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 2026 financial results as of June 30th: The Town's total expenses of $22,343k represent 49.3% of budget and are on par than the 50% of the year has elapsed. Of the total expensed, $19,298k are actual expenses equating to 42.6% of budget while encumbrances of $3,045k make up the remaining 6.7%. Encumbrances represent commitments for services, supplies, and commodities that will be needed during the year.

The General Fund expenses are slightly below budget at 47.7% or $13,963k. The actual expenditures are $12,543k; and encumbrances are $1,420k (4.8% 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 $4,245k are higher than the 50% of the year that has elapsed at 66.9%. Actual expenses within the highway funds are $2,876k and encumbrances of $1,369k (21.6%). Encumbrances within the highway funds include paving materials & services and oil & stoning materials, fuel and surface treatment (salt).

Expenditures in the Library are $1,666k or 53.6% of budget. Included in the expenses is serial bond payments for the library facility.

The Sewer Fund expenses of $1,484k are at 36.1% of budget. Actual expenses equate to $1,339k and encumbrances of $145k (3.5%) account for the remainder.

Expenses in Stormwater Drainage are approximately 30% of budget—a total of $310k. Actual expenses are $253k (24.5%) while encumbrances account for 5.5%.

Town wide expenses are on par with the 50% of the year elapsed at 49.3% ($22,342k) of budget. Actual expenses (excluding encumbrances) is 42.6% 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 42.8% of budget while the highway and sewer actual expenses are 45.3% and 32.5% respectively.

The General Fund has received revenue of $ 21,383k—73.8% of budget. At the end Of June, 100% of real estate tax or $12,814k had been collected. 64.9% of Payment In Lieu Of Tax revenue is in; an additional $25k is due in October. Two months of Sales Tax totaling $889k or 12.5% 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 $34,668k or 77.3%. Real estate taxes across funds are $19,861k .

At month-end, the Library had recorded revenue of $2,966k – 97.5%.

79.2% or $4,974k of revenue has been verified by the Highway funds.

The Sewer Fund has documented $3,943k (96.9%) of revenue.

Stormwater Drainage has received 98.4% of its budgeted revenue—$1,015k.

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 49.3% 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 2026 General Fund revenue of 73.8% is higher than prior years as is the town wide revenue of 77.3%.

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

This concludes my financial report for the month of June 2026.

Resolution No. 2026-___

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD APPROVING THE RENEWAL OF A CABLE TELEVISION FRANCHISE AGREEMENT WITH SPECTRUM NORTHEAST, LLC, LOCALLY KNOWN AS CHARTER COMMUNICATIONS, AND AUTHORIZING EXECUTION AND RELATED ACTIONS

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 21st day of July 2026 at 7:00 p.m. local time: there were

PRESENT:

John Perticone	Town Supervisor
Steve Barz	Town Board Member
Ann Cunningham	Town Board Member
Grant Malone	Deputy Town Supervisor

McConville Considine Cooman & Morin PC Attorney for the Town

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

WHEREAS, Spectrum Northeast, LLC, locally known as Charter Communications (the "Grantee"), has submitted a proposed renewal agreement for a cable television franchise with the Town of Irondequoit (the "Town"); and

WHEREAS, by Resolution No. 2026-144 adopted on June 16, 2026, the Town Board called a public hearing regarding the proposed franchise renewal agreement to be held on Tuesday, July 21, 2026 at 7:35 p.m.; and

WHEREAS, after due notice, the Town Board held a public hearing on Tuesday, July 21, 2026 at 7:35 p.m. at the Town Hall, 1280 Titus Avenue, Rochester, New York 14617, regarding the proposed franchise renewal agreement, and all interested persons were given an opportunity to be heard; and

WHEREAS, the proposed franchise renewal agreement grants a nonexclusive cable television franchise to the Grantee for a term of fifteen (15) years commencing upon approval by the New York Public Service Commission; and

WHEREAS, the proposed franchise renewal agreement includes provisions addressing, among other things, the grant of franchise, service availability, construction and technical standards, conditions on street occupancy, service and rates, franchise fees, records, public, educational and governmental access, enforcement, notices, and approval by the New York Public Service Commission; and

WHEREAS, the proposed franchise renewal agreement is subject to approval by the New York Public Service Commission, and the Grantee is responsible under the agreement for filing an application for such approval within sixty (60) days after the franchise is approved by the Town and accepted by the Grantee; and

WHEREAS, the Town Board has reviewed the proposed franchise renewal agreement and finds that approval of the agreement is in the best interests of the Town and consistent with applicable law.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Irondequoit hereby approves the cable television franchise renewal agreement by and between the Town of Irondequoit and Spectrum Northeast, LLC, locally known as Charter Communications, substantially in the form presented to the Town Board.

AND, THEREFORE, BE IT FURTHER RESOLVED, that the Town Supervisor is hereby authorized to execute and deliver the franchise renewal agreement on behalf of the Town, subject to such clerical or non-substantive revisions as may be approved by the Town Attorney.

AND, THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized and directed to keep a copy of the executed franchise renewal agreement with the Town records and to provide certified copies of this resolution and the agreement as may be required for submission to the New York Public Service Commission.

AND, THEREFORE, BE IT FURTHER RESOLVED, that the appropriate Town officers, employees, and agents are hereby authorized to take such additional ministerial actions as are necessary or advisable to carry out the intent of this resolution, including cooperation with the Grantee's New York Public Service Commission filing and any related notices required under applicable law.

This resolution shall take effect immediately upon its adoption, provided that the franchise renewal agreement shall take effect only upon approval by the New York Public Service Commission in accordance with its terms.

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

Town Supervisor John Perticone	voting _____
Town Board Member Steve Barz	voting _____
Town Board Member Ann Cunningham	voting _____
Deputy Town Supervisor Grant Malone	voting _____

FRANCHISE AGREEMENT

This Franchise Agreement ("**Franchise**") is between the Town of Irondequoit, New York, hereinafter referred to as the "Grantor" and Spectrum Northeast, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee's plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission's ("NYPSC") franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

NOW, THEREFORE, *the Grantor and Grantee agree as follows*:

SECTION 1
Definition of Terms

1.1 **Terms**. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.

B. "Board" shall mean the governing body of the Grantor.

C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.

D. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.

F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.

G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.

H. "Franchise Area" shall mean the geographic boundaries of the Grantor and shall include any additions thereto by annexation or other legal means.

I. "Gross Revenues" shall mean all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Franchise Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including the franchise fee and any state or federal regulatory fees; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.

J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.

K. "Service Area" shall mean the area described in subsection 6.1 herein.

L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.

M. "State" shall mean the State of New York.

N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.

O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of fifteen (15) years, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the

operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	$1,000,000 per occurrence, $2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	$1,000,000 per occurrence

B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 **Service Area**. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 **Abandonment of Service**. Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

6.3 **New Development Underground**. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 **Annexation**. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days 'written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7
Construction and Technical Standards

7.1 **Compliance with Codes**. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 **Construction Standards and Requirements**. Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 **Safety**. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 **Network Technical Requirements**. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall be capable of providing at least seventy-seven (77) Channels.

SECTION 8
Conditions on Street Occupancy

8.1 **General Conditions**. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 **Underground Construction**. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 **Construction Codes and Permits**. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 **System Construction**. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 **Restoration of Public Ways**. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 **Tree Trimming**. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 **Relocation for the Grantor**. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. To the extent provided by applicable law, and provided Grantor requires all other public utilities operating in the Streets to bear their own costs, Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 **Relocation for a Third Party**. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 **Reimbursement of Costs**. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 **Emergency Use**. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9
Service and Rates

9.1 **Phone Service**. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 **Notification of Service Procedures**. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 **Rate Regulation**. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 **Continuity of Service**. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

SECTION 10
Franchise Fee

10.1 **Amount of Fee**. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 **Payment of Fee**. Payment of the fee due the Grantor shall be made on a semi-anual basis, within forty-five (45) days of the close of each semi-annual period. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 **Accord and Satisfaction**. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 **Limitation on Recovery**. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

SECTION 11
Transfer of Franchise

11.1 **Franchise Transfer**. This Franchise is transferable provided that the successor-in-interest agrees to be bound by the terms of the Franchise to the same extent as the Grantee.

SECTION 12
Records

12.1 **Inspection of Records**. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13
Public Education and Government (PEG) Access

13.1 **PEG Access**. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

B. Commence an action at law for monetary damages or seek other equitable relief; or

C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from

such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.

B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.

C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15
Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Town of Irondequoit
Attn: Supervisor John Perticone
1280 Titus Ave
Rochester, NY 14617
supervisor@townofirondequoit.gov

Grantee: Charter Communications
Attn: Lauren Kelly
Director, Government Affairs
95 Methodist Hill Drive,
Rochester, NY 14623
Lauren.kelly@charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave., NW
Suite 400W
Washington, DC 20001

15.8 Public Notice. Grantor shall provide written notice to Grantee twenty (20) days prior to any public meeting relating to this Franchise or to consider any authorization or exemption granted to any other Person(s) to provide cable service or video service using facilities located wholly or partly in the Streets. Minimum public notice of any public meeting relating to the foregoing shall be in accordance with applicable law.

15.9 Grantee Notice. Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for an authorization or exemption to provide cable service or video service using facilities located wholly or partly in the Streets.

15.10 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.11 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.12 Administration of Franchise. The Board, or such other person as may be designated and supervised by the Board, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.13 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.14 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.15 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ___ day of _____, 20_____.

Town of Irondequoit, New York

Signature:_____

Name/Title:_____

Accepted this ___ day of _____, _20_____, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its Manager, Charter Communications, Inc.

Signature:_____

Name/Title:_____

Resolution No. 2026-_____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD REGARDING STATE ENVIRONMENTAL QUALITY REVIEW ACT COMPLIANCE IN THE MATTER OF REZONING 1422 PORTLAND AVENUE, 31, 37, 43, 49 ONONDAGA ROAD, 44 & 48 BUELL ROAD FROM R-2 RESIDENTIAL ZONING DISTRICT TO R-5 RESIDENTIAL ZONING 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 21st day of July, 2026, at 7:00 p.m. local time, there were

PRESENT:

John Perticone	Town Supervisor
Steve Barz	Town Board Member
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
McConville Considine Cooman & Morin, PC	Attorney for the Town

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

WHEREAS, Costich Engineering, acting as agent for Morgan Northside Manor LLC, has submitted an application for the rezoning of 1422 Portland Avenue, 31, 37, 43, 49 Onondaga Road and 44 & 48 Buell Drive in the R-2 Residential Zoning District to R-5 Residential Zoning District (the "Application"); and

WHEREAS, the Parcels are currently zoned R-2 Residential, and the Application seeks to zone the parcels to R-5 Residential Zoning District; and

WHEREAS, the Applicant will apply for subdivision and 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	Barz	voting	____
Town Board Member	Malone	voting	____
Town Board Member	Cunningham	voting	____
Town Supervisor	Perticone	voting	____

LOCAL LAW NO. _____ of 2026
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 1422 Portland Avenue, 31, 37, 43, 49 Onondaga Road and 44 & 48 Buell Drive in the R-2 Residential Zoning District to R-5 Residential Zoning 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.

Agency Use Only [If applicable]

Project:	Northside Manor
Date:	July 21, 2026

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: Northside Manor

Date: July 26, 2026

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.

Name of Lead Agency	Date
JOHN PERTICONE	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

"ATTACHMENT A"

NORTHSIDE MANOR LANDS TO BE RE-ZONED
PERIMITER PARCEL DESCRIPTION

All that tract or parcel of land situate in part of Town Lot 39, Township 14, Range 7, Phelps and Gorham Purchase, Town of Irondequoit, County of Monroe, State of New York, and being more particularly bounded and described as follows:

Beginning at the southwest corner of lands now or formerly owned by St. Ann's Home for the Aged having T.A. # 091.12-1-3.1 to the north and the northwest corner of lands now or formerly owned by Northside Apartment Holdings, LLC and Northside Apartment Holdings II, LLC having T.A. # 091.12-1-24 to the south, said point also being on the east right-of-way line of Portland Avenue – County Road 114; thence

1. N86°28'10"E, a distance of 1,298.48 feet to a point; thence
2. S03°01'01"E, a distance of 147.00 feet to a point; thence
3. S86°28'10"W, a distance of 918.00 feet to a point; thence
4. S03°12'20"E, a distance of 122.00 feet to a point; thence
5. S86°28'10"W, a distance of 80.00 feet to a point; thence
6. N03°12'20"W, a distance of 122.00 feet to a point; thence
7. S86°28'10"W, a distance of 160.00 feet to a point; thence
8. S03°12'20"E, a distance of 24.00 feet to a point; thence
9. S86°28'10"W, a distance of 140.00 feet to a point on said east bounds of Portland Avenue – County Road 114; thence
10. N03°12'20"W, and along said east bounds of Portland Avenue – County Road 114, a distance of 171.00 feet to the point and place of beginning. Containing 4.682 acres of land, more or less.

Intending to describe a perimeter description of T.A. # 091.12-1-24, T.A. # 091.12-1-25, T.A. # 091.12-1-26, T.A. # 091.12-1-27, T.A. # 091.12-1-28, T.A. # 091.12-1-31 and T.A. # 091.12-1-32.

Resolution No. 2026- _____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING AN APPLICATION ON THE MATTER OF REZONING 1422 PORTLAND AVENUE, 31, 37, 43, 49 ONONDAGA ROAD, 44 & 48 BUELL ROAD FROM R-2 RESIDENTIAL ZONING DISTRICT TO R-5 RESIDENTIAL ZONING 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 21st day of July 2026, at 7:00 p.m. local time, there were

PRESENT:

John Perticone	Town Supervisor
Steve Barz	Town Board Member
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member

McConville Considine Cooman & Morin, PC Attorney for the Town

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

WHEREAS, Costich Engineering, acting as agent for Morgan Northside Manor LLC, has submitted an application for the rezoning of 1422 Portland Avenue, 31, 37, 43, 49 Onondaga Road and 44 & 48 Buell Drive in the R-2 Residential Zoning District to R-5 Residential Zoning 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 discussed at the Town Planning Board meeting held on June 22, 2026 and the Town Planning Board issued a memo with their comments attached hereto as **Attachment B**; and

WHEREAS, the Monroe County Planning and Development Department have issued comments on the Application, under referral #IR260111 attached hereto as **Attachment C;** 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 21, 2026 at 7:36 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 ENACTED AND RESOLVED, that the Town Board of the Town of Irondequoit herby adopts said Local Law ____ of 2026, amending the Official Zoning Map of the Town of Irondequoit to rezone 1422 Portland Avenue, 31, 37, 43, 49 Onondaga Road and 44 & 48 Buell Drive in the R-2 Residential Zoning District to R-5 Residential Zoning 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	Barz	voting	____
Town Board Member	Malone	voting	____
Town Board Member	Cunningham	voting	____
Town Supervisor	Perticone	voting	____

"ATTACHMENT A"

NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Town of Irondequoit Town Board Dated: July 21, 2026

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 1422 Portland Avenue, 31, 37, 43, 49 Onondaga Rd, 44 & 48 Buell Road in the R-2 Residential Zoning District to R-5 Residential Zoning 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:

091.12-01-024 (overall parcel, 1422 Portland Ave)

091.12-01-028 (31 Onondaga Rd)

091.12-01-027 (37 Onondaga Rd)

091.12-01-026 (43 Onondaga Rd)

091.12-01-025 (49 Onondaga Rd)

091.12-01-031 (44 Buell Drive)

091.12-01-032 (48 Buell Drive)

SEQRA Status: Unlisted

Lead Agency: Not applicable, uncoordinated review

Description of Action: The Properties are currently zoned R-2 Residential. The Applicant would like to rezone this parcel to R-5 Residential Zoning District which will allow multiple dwellings subject to the provisions of §235-19.

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

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IRONDEQUOIT New York

"Attachment B"

TO: The Honorable Town Board

FROM: Michelle Nichols, Planning & Zoning Dept. MKN

DATE: June 23, 2026

SUBJECT: **Rezoning Application for 1422 Portland Avenue, 31, 37, 43, 49 Onondaga Rd, 44, 48 Buell Rd.**

At a Planning Board meeting on Monday, June 22, 2026, the Planning Board reviewed the Rezoning application submitted by Costich Engineering, acting as agent for Morgan Northside Manor LLC, for the rezoning of 1422 Portland Avenue, 31, 37, 43, 49 Onondaga Road and 44, 48 Buell Drive in the R-2 Residential District to R-5 Residential District

On Motion by Board Member Richards, Seconded by Board Member Blocchi; Motion Carried: 4 Aye, 0 Nay, 4 Absent, 0 Abstained, ***The Planning Board offered a Positive Referral with the following recommendations:***

1. ***Follows the Comprehensive Master Plan.***
2. ***Will increase availability of housing.***
3. ***Consistent with current zoning in the area.***
4. ***Recommend the Town Board rezone the two parcels that are zoned R2 (86 & 92 Buell Road) be included in this application and be rezoned to R-5.***

BOARD MEMBER	VOTE
BLOCCHI	AYE
BURDICK	ABSENT
CATERINO	AYE
FITZPATRICK (ALT)	ABSENT
HAEFNER	ABSENT
RICHARDS	AYE
ROSSO	ABSENT
YANOSH	AYE

Department of Planning & Development
Monroe County, New York

Adam J. Bello
County Executive

Ana J. Liss
Director

"Attachment C"

To: Town of Irondequoit Municipal Board

From: Grace Sherburne, Planner 2 GS

Date: June 24, 2026

Subject: Northside Manor - Rezone
1422 Portland Ave, Rochester 14621
MCDP&D Response to Development Review Referral (IR26011)

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. Applicants are encouraged to contact other County Departments and non-county agencies to ensure all permitting requirements for this project have been satisfied.
2. 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.
3. The subject parcel is within 500 feet of the City of Rochester's municipal boundary. The clerk of the board should provide written notice to the neighboring municipality in accordance with General Municipal Law 239-nn.

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

xc: Development Review Committee
Alexander Amering, PE, Costich Engineering
Mike Czlonka, Whitestone Associates/Morgan Northside Manor LLC & Sanchar LLC
Monroe County Planning & Development

PROJECT REVIEW REPORT
Monroe County Development Review Committee

June 24, 2026

Subject: Attachment to File IR26011
Northside Manor - Rezone
1422 Portland Ave, Rochester 14621

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. Plan Approval by the Monroe County Department of Public Health NOT required.
2. 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.

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

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

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 Thomas Miller (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.

Resolution No. 2026 –

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION ENACTING A LOCAL LAW TO AMEND CHAPTER 175 (RECORDS) OF THE TOWN CODE

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in the said Town of Irondequoit, on the 21st day of July, 2026, at 7:00 p.m. local time there were:

PRESENT:	
John Perticone	Town Supervisor
Steve Barz	Town Board Member
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
McConville, Considine, Cooman & Morin, P.C.	Attorney for the Town

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

WHEREAS, a proposed local law was introduced in the form attached hereto as **Exhibit A**, which would amend Chapter 176 (Records) of the Town Code to clarify the parties to whom requests for records should be made and to whom appeals should be directed, titled "The Records Access Improvements Law" (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; and

WHEREAS, the Town Board called for a public hearing to be held on July 21, 2026, at 7:37 p.m.; and

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

WHEREAS, a public hearing was held on July 21, 2026, to hear all persons interested in the Proposed Local Law; and

WHEREAS, the Town Board received a written copy of the Proposed Law at least ten (10) days before this meeting (excluding Sundays), pursuant to Municipal Home Rule § 20 (4); and

WHEREAS, The Town Board, after due deliberation, finds it in the best interest of the Town of Irondequoit to adopt this Proposed Law.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the New York State Environmental Quality Review Act and its enabling regulations (collectively "SEQRA"), the enactment of the Proposed Law is classified as a Type II Action pursuant to 6 NYCRR §§ 617.7(c)(33) ("adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list") and 617.7(c)(26) ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and therefore the Town Board determines that further environmental review pursuant to SEQRA is not required.

AND BE IT FURTHER RESOLVED AND BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF IRONDEQUOIT, the Proposed Law, which will be referred to as Local Law No. __8___ of 2026, the Records access Improvements Law, a copy of which is attached hereto and made a part hereof.

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

Town Board Member	Barz	Voting [ ]
Town Board Member	Cunningham	Voting [ ]
Town Board Member	Malone	Voting [ ]
Town Supervisor	Perticone	Voting [ ]

EXHIBIT A

TOWN OF IRONDEQUOIT LOCAL LAW NO. ____8____ OF 2026
"The Records Access Improvements Law"

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

Section 1. Title. This local law shall be titled, "The Records Access Improvements Law."

Section 2. Authorization, Purpose and Intent. Chapter 175 (Records), Article I (Public Access) of the Town Code includes multiple "records access officers" and persons to whom appeals should be directed. This local law will amend those provisions to designate a single records access officer and to require appeals to be heard by the Supervisor or his or her designee instead of the Town Attorney or the Town Board. Appeals are required to be decided within ten (10) business days under the Freedom of Information Law ("FOIL"), and it is often not practicable to convene the Town Board on such short notice to hear such an appeal. It is also preferrable to have an elected official or designee responsible for handling appeals rather than the Town Attorney, though the Supervisor or designee often will consult with counsel prior to rendering a determination on an appeal.

Section 3. Amendments to Chapter 175 (Records).

A. Section 175-2 of the Town Code is repealed and replaced with the following text:

> **§175-2. Records access officer.**
>
> The Town Clerk, with an address at 1280 Titus Avenue, Rochester, New York 14617, is hereby designated as the records access officer for the agency.

B. The reference to "COPAR" in paragraph A of Section 175-3 is repealed and replaced with "the Committee on Open Government".

C. Section 175-6 of the Town Code is repealed and replaced with the following text:

> **§176-6. Appeals of denial of access**.
>
> The Supervisor is hereby designated to hear and determine appeals from a denial of access to agency records in accordance with the Freedom of Information Law, the agency's FOIL policy, the rules and regulations of the Committee on Open Government, and this Article.

Section 4. Severability.

If a clause, sentence, paragraph or section of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 5. Effective Date.

This Local Law shall take effect immediately upon filing with the New York Department of State.

Resolution No. 2026-

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE TOWN SUPERVISOR TO ENTER INTO AN AGREEMENT FOR GRANT WRITING, ADMINISTRATION AND MANAGEMENT SERVICES

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 21st day of July 2026 at 7:00 P.M. local time there were:

PRESENT:

John Perticone	Town Supervisor
Steve Barz	Town Board Member
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
McConville Considine Cooman & Morin PC	Attorney for the Town

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

WHEREAS, it is advantageous for the Town of Irondequoit to have grant services for the Town to provide grant writing, grant administration and grant management services to the Town; and

WHEREAS, pursuant to Town Code Section 51-10, the Town issued a Request for Proposals for Grant Writing, Grant Administration and Grant Management Services on June 8, 2026 (the "RFP"). A copy of the RFP is attached as **Attachment A** hereto; and

WHEREAS, RFP responses were due by July 6, 2026; and

WHEREAS, the Town received three (3) responses to the RFP; and

WHEREAS, the Town convened an RFP Selection Committee (the "Committee") that reviewed the responses, conducted a preliminary ranking, and interviewed three (3) responding firms; and

WHEREAS, at the conclusion of the interviews and after reviewing all relevant RFP materials, the Committee recommends that the Town Board hire Catalyst Leadership to provide grant services for the Town; and

WHEREAS, funding for these services is located in in account A1131500-541200.

NOW THEREFORE BE IT RESOLVED, that the Town Board appoints Catalyst Leadership to provide grant services for the Town, and authorizes the Supervisor to enter into an agreement with Catalyst Leadership in such final form as approved by the Attorney for the Town.

This resolution shall take effect immediately upon its adoption.

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

Town Board Member Barz voting_____
Town Board Member Malone voting_____
Town Board Member Cunningham voting_____
Town Supervisor Perticone voting_____

a town for a lifetime
IRONDEQUOIT New York

Release: June 18, 2026

Request for Proposals

For

Grant Writing, Grant Administration, and Grant Management Services

Submissions due: **July 6, 2026 at 12 p.m. EST**

Deliver written submissions to:

Diana Marsh
Comptroller
Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617

Deliver electronic submissions to: **dmarsh@irondequoit.gov**

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A. INTRODUCTION

The Town of Irondequoit ("Town") is soliciting proposals from qualified firms and/or individuals to provide professional grant writing, grant administration, and related consulting services. The Town seeks to establish a contractual relationship with a qualified consultant or consulting firm to assist in identifying funding opportunities, preparing competitive grant applications, administering awarded grants, ensuring compliance with funding requirements, and maximizing external funding opportunities that support municipal priorities.

The Town reserves the right to award a contract to one or more firms and to negotiate final terms and conditions deemed to be in the best interest of the Town.

B. BACKGROUND

The Town of Irondequoit is bordered on three sides by bodies of water, the Genesee River to the west, Lake Ontario to the north, and Irondequoit Bay to the east, giving rise to its historic Haudenosaunee placename "where land and waters meet." Established in 1839 as a town within Monroe County, it was a predominately rural municipality characterized by an agrarian economy and early waterfront resort communities until the early twentieth century when it transformed to a densely populated inner-ring suburb of the City of Rochester. The Town is home to approximately 51,000 people.

The Town regularly seeks federal, state, county, and private foundation funding opportunities to support capital improvements, community development initiatives, public safety projects, environmental sustainability efforts, and other strategic priorities.

C. SCOPE OF SERVICES

The selected consultant shall provide services that may include but are not limited to:

Grant Research and Identification

1. The consultant will be responsible for seeking out new grant opportunities and researching grant opportunities shared by Town staff to determine whether the Town would be eligible to apply. This includes conducting research to identify grant resources including, but not limited to, federal, state, foundation, agencies and organizations that support the Town's funding needs and priorities.

2. Consultant will monitor and identify grant opportunities from:
   - Federal agencies
   - State agencies
   - County programs
   - Foundations
   - Corporate funding sources
   - Other public and private funding entities
3. Evaluate funding opportunities for eligibility and competitiveness.

4. Provide regular grant opportunity reports and recommendations.

Grant Writing and Application Development

1. Coordinate with Town staff to gather required information.
2. Develop grant narratives, project descriptions, budgets, and supporting documentation.
3. Prepare complete and compliant grant applications.
4. Assist with required resolutions, certifications, and authorizing documents.
5. Submit grant applications in accordance with agency requirements.
6. Assist with responses to agency requests for additional informations.

Grant Administration and Management

Upon award of grant funding, services may include:

1. Grant start-up and implementation.
2. Monitoring grant compliance requirements.
3. Tracking expenditures and project milestones.
4. Assisting with procurement compliance.
5. Assisting with labor standards and reporting requirements where applicable.
6. Maintaining grant documentation and records.
7. Preparing reimbursement requests and drawdowns.
8. Preparing quarterly, annual and final reports.
9. Assisting with audits and monitoring reviews.
10. Ensuring compliance with federal, state, and local regulations.
11. Training internal Town personnel as identified by the Town Supervisor and/or his designee in the grant writing, management, and reporting process from initiation to final receipt of award.

Strategic Funding Assistance

1. Development of annual grant strategies.
2. Capital project funding analysis.
3. Multi-year funding planning.
4. Identification of matching fund opportunities.
5. Assistance with legislative funding requests.

D. CONSULTANT QUALIFICATIONS

Respondents shall demonstrate:

1. Minimum of five (5) years of experience providing grant writing and administration services for municipalities or other governmental entities.
2. Demonstrated success securing federal, state, and foundation grant funding.
3. Experience administering grants funded through programs such as:
   Community Development Block Grants (CDBG)

FEMA
Department of Transportation grants
Environmental grants
Economic development grants
Public safety grants
Infrastructure grants
Other relevant funding programs

4. Familiarity with federal grant regulations, including Uniform Guidance (2 CFR Part 200), where applicable.
5. Availability of sufficient personnel and resources to perform services.
6. Availability of, and access to. Qualified personnel to provide grants-based training to foster internal capacity.
7. Ability to provide references from municipal clients.

E. PROPOSAL REQUIREMENTS

Proposals shall include the following:

1. **Cover Letter**
   Include:
   Firm name and address
   Primary contact information
   Statement of interest
   Authorized signature

2. **Firm Qualifications**
   Provide:
   Firm history and background
   Organizational structure
   Relevant Experience
   Description of municipal clients served
3. **Project Team**
   Identify:
   Key personnel
   Roles and responsibilities
   Relevant qualifications and experience

4. **Relevant Experience**
   Provide descriptions of at least five (5) comparable municipal or other governmental entities with engagements completed within the past five years, including:
   Client name
   Funding source
   Grant amount requested
   Grant amount awarded
   Services provided

5. **Approach to Services**
   Provide a detailed description of your firm's approach to providing the requested scope of services. The description should include:
   Methodology for identifying opportunities
   Grant development process
   Grant administration procedures
   Communication practices
   Reporting methods

6. **References**
   Provide at least three (3) municipal, other governmental or research-based entities references, including:
   Organization name
   Contact person
   Telephone number
   Email address

7. **Fee Proposal**
   Provide a detailed fee schedule, including:
   Hourly rates by position
   Grant writing fees
   Grant administration fees
   Monthly retainer options (if applicable)
   Reimbursable expenses

F. EVALUATION CRITERIA

Proposals will be evaluated using the following criteria:

Criteria

Municipal Grant Experience
Qualifications of Personnel
Demonstrated Grant Success
Understanding of Municipal Needs
Proposed Methodology
Cost Proposal

The Town may interview selected firms prior to final selection.

G. CONTRACT TERM

The initial contract term shall be July 2026 through December 31, 2027, commencing on or about July 21, 2026, with the option to renew for additional one-year periods upon mutual agreement.

H. INSURANCE REQUIREMENTS

The selected consultant shall maintain, at minimum:

Commercial General Liability: $1,000,000 per occurrence
Professional Liability (Errors & Omissions): Not less than $1,000,000
Workers' Compensation as required by law
Automobile Liability: $initial contract term shall be July 2026 through December 31, 2027, commencing on or about July 21, 2026, with the option to renew for additional one-year periods upon mutual agreement.

I. RESERVATION OF RIGHTS

The Town reserves the right to:

Reject any or all proposals.
Waive informalities or irregularities.
Request additional information.
Conduct interviews.
Negotiate with one or more respondents.
Award a contract in the best interest of the Town.
Cancel or reissue the RFP at any time.

J. SUBMISSION INSTRUCTIONS

Proposals shall be submitted no later than:
July 6, 2026 at 12:00PM EST

Submissions shall be delivered to:
Diana Marsh
Comptroller
Town of Irondequoit
1280 Titus Avenue
Rochester, New York 14617
dmarsh@irondequoit.gov AND comptroller@irodequoit.gov

Late submissions may not be considered.

Final responses to this RFP must include one (1) hard copy or one (1) electronic copy of your proposal. Electronic copies must be submitted in .doc or PDF format.

Proposals must be clearly marked as "Response to RFP for Grant Writing/Admin Services." Proposals must be signed by an official authorized to legally bind the firm to all provisions included in the proposal.

K. REQUESTS FOR INFORMATION

All requests for information and questions shall be made in writing to the Comptroller, Diana Marsh, at the email address listed above with the subject line: "RFP: Grant Writing/Admin Services – Request for Information" no later than **June 24, 2026** at **12:00 p.m. EST.** Any inquires sent after that time will not receive a response. Responses to all substantive questions will be included as part of an Addendum to this RFP and distributed to all known firms via email by 4PM, **June 29, 2026**. After June 29, 2026, the Addendum will also be available for review and may be obtained from the Office of the Town Clerk between the hours of 8:30 a.m. and 4:30 p.m. EST, Monday through Friday.

No contact will be allowed between responding law firms or attorneys and any Town employee or official unless permission is specifically authorized in writing by the Comptroller. Prohibited contact may be grounds for disqualification.

L. DEADLINE FOR SUBMISSION

Final proposal submissions must be received no later than 12**:00 p.m. EST** on **Wednesday, July 6, 2026**. To be considered, proposals must arrive on or before the date and time specified. Requests for extension of the submission date will not be granted. Allow ample delivery time to assure timely receipt of any mailed proposals.

M. TENTATIVE SCHEDULE

Advertise Request for Proposal	June 18, 2026
Requests for Information Due	June 24, at 12:00 p.m.
Addendum(s) Furnished	June 29, 2026 by 4:00 p.m.
Submissions Due	July 6, 2026, on/before 12:00 p.m.
Proposal Review Interviews	Week of,July 13, 2026
Town Board Resolution/ Contract Execution	July 21, 2026

N. NON-COLLUSION CERTIFICATION

Proposal shall include a statement of non-collusion pursuant to General Municipal Law §103-d. The statement shall provide that "By submission of this proposal, the proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief: (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to

opening, directly or indirectly, to any other respondent or to any competitor; and (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

Resolution 2026-

EXTRACT OF THE MINUTES OF A REGULAR MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE APPOINTMENT OF TWO FULL-TIME RECREATION LEADERS IN THE RECREATION 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 21st day of July 2026, at 7:00 p.m. local time, there were:

PRESENT:

John Perticone	Town Supervisor
Steve Barz	Town Board Member
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member

McConville Considine Cooman & Morin PC Attorney for the Town

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

WHEREAS, due to resignations there is a need to appoint two full-time Recreation Leaders in the Recreation Department; and

WHEREAS, the Civil Service list has been certified by Monroe County; and

WHEREAS, the Director of Recreation, wishes to appoint Deene Levert and Ryan Lawrence to fill these two vacancies, both of whom are current part-time employees at the Irondequoit Community Center.

NOW THEREFORE BE IT RESOLVED that the Town Board approves the appointment of Deené Levert and Ryan Lawrence at an hourly rate of $23.19 these positions will be paid from budget line A1714046/510000 and the second position will be split evenly between A1677200 / 510000 and A1677300 / 510000.

This resolution shall take effect immediately.

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

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

Resolution 2026-

EXTRACT OF THE MINUTES OF A REGULAR MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE APPOINTMENT OF A PROVISIONAL FULL-TIME HUMAN RESOURCES AND FINANCE ASSISTANT IN THE COMPTROLLER'S 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 21st day of July 2026, at 7:00 p.m. local time, there were:

PRESENT:

John Perticone	Town Supervisor
Steve Barz	Town Board Member
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member

McConville Considine Cooman & Morin PC Attorney for the Town

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

WHEREAS, due to several resignations there is a need to appoint a full-time Human Resources and Finance Assistant in the office of the Comptroller; and

WHEREAS, the Civil Service list has been certified by Monroe County and the list was exhausted; and

WHEREAS, the interview committee interviewed five qualified candidates and would like to appoint Kristen Taddeo to fill this vacancy.

WHEREAS, per Civil Service guidelines, when the exam is held, Ms. Taddeo will sit for the exam and must score within the top three candidates participating in the exam that are interested in this position.

NOW THEREFORE BE IT RESOLVED that the Town Board approves the provisional appointment of Kristen Taddeo as our newest Human Resources and Finance Assistant at an annual rate of $62,353.00 to be paid from budget lines A1143000/51000 and A1131500/51000

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	Barz	voting	_____
Town Board Member	Malone	voting	_____

Town Board Member	Cunningham	voting	_____
Town Supervisor	Perticone	voting	_____

Resolution No. 2026- _____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A MONETARY GIFT FROM PAUL LAROSE TO THE IRONDEQUOIT POLICE DEPARTMENT

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 21st day of July, 2026, at 7:00 p.m. local time, there were

PRESENT:

John Perticone	Town Supervisor
Steve Barz	Town Board Member
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member

McConville Considine Cooman & Morin PC Attorney for the Town

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

WHEREAS, Paul LaRose would like to make a monetary gift to the Irondequoit Police Department; and

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

WHEREAS, these funds will be deposited into account A1312000-427700; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board accepts this gift from Paul LaRose and authorizes the Supervisor to receive this $100.00 to be used towards firearms purchases for the Irondequoit Police Department.

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	Barz	voting_____
Town Board Member	Malone	voting_____
Town Board Member	Cunningham	voting_____
Town Supervisor	Perticone	voting_____

Resolution No. 2026- _____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A MONETARY GIFT FROM AN ANONYMOUS DONOR TO THE IRONDEQUOIT POLICE DEPARTMENT

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 21st day of July, 2026, at 7:00 p.m. local time, there were

PRESENT:

John Perticone	Town Supervisor
Steve Barz	Town Board Member
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member

McConville Considine Cooman & Morin PC Attorney for the Town

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

WHEREAS, an anonymous donor would like to make a monetary gift to the Irondequoit Police Department; and

WHEREAS, this monetary gift consists of twenty-five- thousand dollars ($25,000.00); and

WHEREAS, these funds will be deposited into account A1312000-427700; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board accepts this gift from the anonymous donor and authorizes the Supervisor to receive this $25,000.00 to be used towards firearms purchases for the Irondequoit Police Department.

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	Barz	voting_____
Town Board Member	Malone	voting_____
Town Board Member	Cunningham	voting_____
Town Supervisor	Perticone	voting_____

Resolution No. 2026 - _____

EXTRACT OF THE MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION CONCERNING APPROVAL OF SUPERVISOR TO SIGN INTERMUNICIPAL AGREEMENT WITH MONROE COUNTY FOR THE STORMWATER COALITION OF MONROE COUNTY

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 21st day of July, 2026 at 7:00 P.M. local time; there were:

PRESENT:

John Perticone	Town Supervisor
Steve Barz	Town Board Member
Ann Cunningham	Town Board Member
Grant Malone	Deputy Supervisor

McConville Considine Cooman & Morin, PC Attorney for the Town

Town Board Member_____offered the following resolution and moved its adoption:

WHEREAS, the Stormwater Coalition of Monroe County is composed of 29 municipal members. The Coalition implements a wide range of projects and programs including public education and outreach, public participation and involvement, Illicit Discharge Detection and Elimination, Construction Site Runoff Control, Post-Construction Runoff Control, and Pollution Prevention; and

WHEREAS, the Town of Irondequoit recognizes the importance of protecting water quality and the value of our water resources; and

WHEREAS, the Town of Irondequoit has been a member of the Stormwater Coalition of Monroe County since its inception in 2000; and

WHEREAS, the Coalition has prepared a new Stormwater Coalition Intermunicipal Agreement.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the Stormwater Coalition Intermunicipal Agreement subject to the review and approval of Counsel for the Town.

This resolution shall take effect immediately upon its adoption.

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

Town Board Member	Barz	voting	_____
Deputy Town Supervisor	Malone	voting	_____
Town Board Member	Cunningham	voting	_____
Town Supervisor	Perticone	voting	_____

Resolution No. 2026 - _____

EXTRACT OF THE MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION CONCERNING APPROVAL OF SUPERVISOR TO SIGN INTERMUNICIPAL AGREEMENT WITH MONROE COUNTY FOR SIDEWALK INSTALLATION ON THOMAS AVENUE

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 21st day of July, 2026 at 7:00 P.M. local time; there were:

PRESENT:

John Perticone	Town Supervisor
Steve Barz	Town Board Member
Ann Cunningham	Town Board Member
Grant Malone	Deputy Supervisor

McConville Considine Cooman & Morin, PC Attorney for the Town

Town Board Member_____offered the following resolution and moved its adoption:

WHEREAS, the Monroe County Department of Transportation has been working on a project with the Town of Irondequoit regarding the installation of sidewalks on a portion of Thomas Avenue as part of the Thomas Avenue Improvements Project (the "project"); and

WHEREAS, the County and Town wish to enter into an Intermunicipal Agreement pursuant to General Municipal Law § 119-6 regarding installation of a concrete sidewalk along portions of Thomas Avenue; and

WHEREAS, this Intermunicipal Agreement includes a cost share for the design, construction, utility relocation, and construction supervision. The Town shall be responsible for one-hundred percent (100%) of the design costs as well as fifty percent (50%) of all the construction costs and fifty (50%) of the construction supervision costs. The cost estimate is attached per Exhibit "A"; and

WHEREAS, construction is estimated to begin in the spring of 2027; and

WHEREAS, the Town will be responsible for maintenance, repair and replacement of sidewalk in perpetuity; and

WHEREAS, said Agreement can be cancelled prior to the award of the construction contract. If the Agreement is canceled, the canceling party shall be liable for any design or pre-construction costs or damages incurred in connection the Project by the other party.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the Intermunicipal Agreement with Monroe County in regards to the design, and installation of concrete sidewalks on portions of Thomas Avenue.

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	Barz	voting	_____
Deputy Town Supervisor	Malone	voting	_____
Town Board Member	Cunningham	voting	_____
Town Supervisor	Perticone	voting	_____

Exhibit “A”

PRELIMINARY ESTIMATE SUMMARY

Alternative #1

By: S. Kelch

Project: Thomas Avenue Highway Improvements Project
Project No. 2065
Client: Monroe County Department of Transportation

Date: 3/18/2026
Ckd: T. Warnick
Date: 3/19/2026

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	PROJECT TOTAL QTY	PROJECT TOTAL COST	HIGHWAY SHARE QTY	HIGHWAY SHARE COST	SIDEWALK SHARE QTY	SIDEWALK SHARE COST
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	$ 47.00	8170	$ 383,990.00	7150	$ 336,050.00	1020	$ 47,940.00
203.03	EMBANKMENT IN PLACE	CY	$ 33.00	1000	$ 33,000.00	1000	$ 33,000.00	0	$ -
203.07	SELECT GRANULAR FILL	CY	$ 67.00	3870	$ 259,290.00	3870	$ 259,290.00	0	$ -
206.0201	TRENCH AND CULVERT EXCAVATION	CY	$ 56.00	9440	$ 528,640.00	9440	$ 528,640.00	0	$ -
208.5601	Stormwater Treatment System SWTD - Maximum Treatment Flow Rate Over 5.0 cfs up to 7.0 cfs	EACH	$ 60,000.00	1	$ 60,000.00	1	$ 60,000.00	0	$ -
304.12	SUBBASE COURSE, TYPE 2	CY	$ 76.00	4860	$ 369,360.00	4250	$ 323,000.00	610	$ 46,360.00
404.0963	9.5 F3 Top Course Asphalt, 60 Series Compaction	TON	$ 130.00	3100	$ 403,000.00	3100	$ 403,000.00	0	$ -
404.1969	19 F9 Binder Course Asphalt, 60 Series Compaction	TON	$ 130.00	1200	$ 156,000.00	1200	$ 156,000.00	0	$ -
404.3769	37.5 F9 Base Course Asphalt, 60 Series Compaction	TON	$ 115.00	1200	$ 138,000.00	1200	$ 138,000.00	0	$ -
407.0102	DILUTED TACK COAT	GAL	$ 6.00	3600	$ 21,600.00	3600	$ 21,600.00	0	$ -
490.10	PRODUCTION COLD MILLING OF BITUMINOUS CONCRETE	SY	$ 4.00	22000	$ 88,000.00	22000	$ 88,000.00	0	$ -
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	SY	$ 12.00	2160	$ 25,920.00	2160	$ 25,920.00	0	$ -
602.3624	LINING WITH CURED IN PLACE PIPE (CIPP) 24 INCH DIAMETER	LF	$ 240.00	595	$ 142,800.00	595	$ 142,800.00	0	$ -
603.98100602	PERFORATED CORRUGATED POLYETHYLENEUNDERDRAIN PIPE - 6 INCH	LF	$ 8.00	7950	$ 63,600.00	7950	$ 63,600.00	0	$ -
603.9812	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 12 INCH DIAMETER	LF	$ 34.00	1350	$ 45,900.00	1350	$ 45,900.00	0	$ -
603.9818	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 18 INCH DIAMETER	LF	$ 59.00	3600	$ 212,400.00	3600	$ 212,400.00	0	$ -
603.9824	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 24 INCH DIAMETER	LF	$ 88.00	3420	$ 300,960.00	3420	$ 300,960.00	0	$ -
604.500401	SPECIAL DRAINAGE STRUCTURE	LF	$ 790.00	460	$ 363,400.00	460	$ 363,400.00	0	$ -
605.0901	UNDERDRAIN FILTER TYPE 1	CY	$ 88.00	1325	$ 116,600.00	1325	$ 116,600.00	0	$ -
605.1502	PERFORATED CORRUGATED POLYETHYLENE UNDERDRAIN TUBING, 6 INCHDIAMETER	LF	$ 9.00	7950	$ 71,550.00	7950	$ 71,550.00	0	$ -
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	CY	$ 1,100.00	345	$ 379,500.00	0	$ -	345	$ 379,500.00
608.020102	ASPHALT SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS,AND VEGETATION CONTROL STRIPS	TON	$ 280.00	580	$ 162,400.00	580	$ 162,400.00	0	$ -
609.0212	Stone Curb Near Vertical Face (NVF)	LF	$ 95.00	14200	$ 1,349,000.00	14200	$ 1,349,000.00	0	$ -
610.1605	Turf Establishment Performance	SY	$ 11.00	13300	$ 146,300.00	13300	$ 146,300.00	0	$ -
611.0361	PLANTING - CONIFEROUS TREES - 6 FOOT HEIGHT BALL & BURLAP, FIELD POTTED OR FIELD BOXED	EACH	$ 800.00	4	$ 3,200.00	4	$ 3,200.00	0	$ -
614.060402	TREE REMOVAL OVER 18 INCHES TO 24 INCHES DIAMETER BREASTHEIGHT - STUMPS CUT FLUSH	EACH	$ 1,900.00	1	$ 1,900.00	1	$ 1,900.00	0	$ -
614.060502	TREE REMOVAL OVER 24 INCHES TO 36 INCHES DIAMETER BREASTHEIGHT - STUMPS CUT FLUSH	EACH	$ 2,300.00	5	$ 11,500.00	2	$ 4,600.00	3	$ 6,900.00
614.060602	TREE REMOVAL OVER 36 INCHES TO 48 INCHES DIAMETER BREASTHEIGHT - STUMPS CUT FLUSH	EACH	$ 3,600.00	3	$ 10,800.00	3	$ 10,800.00	0	$ -
619.0901	TEMPORARY PAVEMENT MARKINGS STRIPES (TRAFFIC PAINT)	LF	$ 0.40	31000	$ 12,400.00	31000	$ 12,400.00	0	$ -
619.111012	(PVMS) SMALL SIZE - FULL MATRIX (LED) NO OPTIONAL EQUIPMENTSPECIFIED, CELLULAR COMMUNICATIONS	CW	$ 1,500.00	4	$ 6,000.00	4	$ 6,000.00	0	$ -
625.130001	SURVEY GRADE GNSS INSPECTION UNIT	EACH	$ 29,000.00	1	$ 29,000.00	1	$ 29,000.00	0	$ -
627.50140008	CUTTING PAVEMENT	LF	$ 4.00	14200	$ 56,800.00	14200	$ 56,800.00	0	$ -
637.12	ENGINEER'S FIELD OFFICE - TYPE 2	MNTH	$ 2,500.00	9	$ 22,500.00	9	$ 22,500.00	0	$ -
640.20	WHITE PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MILS	LF	$ 0.35	18400	$ 6,440.00	18400	$ 6,440.00	0	$ -
640.21	YELLOW PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MILS	LF	$ 0.35	15700	$ 5,495.00	15700	$ 5,495.00	0	$ -
640.23	WHITE PAINT REFLECTORIZED PAVEMENT SYMBOLS - 20 MILS	EACH	$ 140.00	9	$ 1,260.00	9	$ 1,260.00	0	$ -
655.1111	WELDED FRAME AND RETICULINE GRATE 11	EACH	$ 1,100.00	92	$ 101,200.00	92	$ 101,200.00	0	$ -
680.8224	Rectangular Rapid Flashing Beacon (RRFB)	EACH	$ 12,500.00	2	$ 25,000.00	2	$ 25,000.00	0	$ -
			Item Subtotals		$ 6,114,705.00		$ 5,634,005.00		$ 480,700.00
			Item Share Percentage		100.00%		92%		8%
201.06	CLEARING AND GRUBBING	LS	$ 25,000.00	1	$ 25,000.00	0	$ -	1	$ 25,000.00
619.01	BASIC WORK ZONE TRAFFIC CONTROL	LS	$ 365,000.00	1	$ 365,000.00	0.92	$ 335,800.00	0.08	$ 29,200.00
625.010000MO	SURVEY OPERATIONS	LS	$ 44,000.00	1	$ 44,000.00	0.92	$ 40,480.00	0.08	$ 3,520.00
680.xxxx	TRAFFIC SIGNAL REPLACEMENT AT ST. PAUL BLVD	LS	$ 500,000.00	1	$ 500,000.00	1	$ 500,000.00	0	$ -
697.03	FIELD CHANGE PAYMENT	DC	$ 353,000.00	1	$ 353,000.00	0.92	$ 324,760.00	0.08	$ 28,240.00
699.04	MOBILIZATION	LS	$ 355,000.00	1	$ 355,000.00	0.92	$ 326,600.00	0.08	$ 28,400.00
			Lump Sum Item Subtotals		$ 1,642,000.00		$ 1,527,640.00		$ 114,360.00
			SUBTOTAL 1		*$ 7,756,705.00*		*$ 7,161,645.00*		*$ 595,060.00*
			INCIDENTALS & CONTINGENCIES (20%)		*$ 1,551,341.00*		*$ 1,432,329.00*		*$ 119,012.00*
			CONTRUCTION INSPECTION TOTAL		*$ 675,000.00*		*$ 621,000.00*		*$ 54,000.00*
			TOTAL ESTIMATED CONSTRUCTION COST (2026 DOLLARS)		*$ 9,308,046.00*		*$ 9,214,974.00*		*$ 768,072.00*
			TOTAL ESTIMATED CONSTRUCTION COST (2027 DOLLARS - ASSUME 4%/YR INFLATION		*$ 9,680,367.84*		*$ 9,583,572.96*		*$ 798,794.88*
			TOWN OF IRONDEQUOIT CONSTRUCTION COST (50%)		$ -		$ -		*$ 399,397.44*
			DESIGN TOTAL (100%)		*$ 444,000.00*		*$ 408,480.00*		*$ 35,520.00*
			TOWN OF IRONDEQUOIT TOTAL COST		***$ -***		***$ -***		***$ 434,000.00***

Construction Inspection Costs

Direct Labor	$	230,000.00
Overtime	$	15,000.00
Direct Non-Salary	$	25,000.00
Overhead (150%)	$	345,000.00
Fixed Fee (10%)	$	57,500.00
Total	**$**	**672,500.00**

INTERMUNICIPAL AGREEMENT

This Agreement (the "Agreement") made as of the last date executed below, by and between MONROE COUNTY, a municipal corporation with offices at 39 West Main Street, Rochester, New York 14614 ("COUNTY") and the TOWN of Irondequoit, a municipal corporation with offices at 1280 Titus Avenue, Rochester, NY 14617 ("TOWN").

WITNESSETH

WHEREAS, the COUNTY plans to rehabilitate Thomas Avenue, located in the TOWN of Irondequoit, COUNTY of Monroe, New York, with said construction known as the Thomas Avenue Improvement Project (the "Project");

WHEREAS, as part of the Project, the COUNTY will install new concrete sidewalk along Thomas Avenue for the TOWN;

WHEREAS, the Monroe County Legislature, by Resolution No. 197 of 2023, effective June 13, 2023, authorized the COUNTY to provide funding to local municipalities, such as Irondequoit, as an incentive to install sidewalks along County roads;

WHEREAS, the TOWN desires to provide its share of the necessary funding for the installation of concrete sidewalk along Thomas Avenue;

WHEREAS, the parties desire to enter into this Agreement pursuant to General Municipal Law §119-o to permit the installation of concrete sidewalk as part of the Project, and to memorialize the costs associated with the aforementioned work;

WHEREAS, the Monroe County Legislature, by Resolution No. _____, of 2026, effective _____, 20___, authorized the COUNTY to enter into this Agreement and authorized the County Executive, or designee, to execute this Agreement on behalf of the COUNTY;

WHEREAS the Town Board of the TOWN OF IRONDEQUOIT, by Resolution No. ___ of 2026 effective _____, 2026, authorized the TOWN to enter into this Agreement and authorized the Supervisor of the TOWN, or designee, to execute said Agreement on behalf of the TOWN; and

NOW, THEREFORE, in consideration of the covenants, agreements and conditions hereinafter expressed, the parties hereby mutually agree as follows:

1. The TOWN authorizes the COUNTY and the COUNTY agrees to the installation of concrete sidewalk as part of the work of the Project in accordance with the approved construction plans that have been reviewed by the TOWN. The TOWN agrees to appropriate all funding necessary to complete the installation in accordance with the terms of this Agreement.

2. The Project shall be advertised for bid by the COUNTY and shall be awarded to the lowest responsible bidder. At least five (5) business days prior to the award of the construction contract, the COUNTY shall calculate the estimated TOWN share and furnish both a copy of the bid tabulation and share calculation for the project to the TOWN. The COUNTY shall make payment to the contractor in connection with the concrete sidewalk installation subject to reimbursement from the TOWN as set forth in paragraphs 4 below.

3. The TOWN'S share of costs, including but not limited to design, right-of-ways, utility relocation, construction, and construction supervision, shall be calculated as follows unless otherwise noted:

    a. The pro rata share of the design cost is based on the percentage calculated for the TOWN items divided by the total bid (less the common lump sum items, e.g., survey operations, mobilization, Basic Work Zone Traffic Control, engineers field office, field change payment).

    b. The construction cost is based on the TOWN items, including its percentage of the common lump sum items, (see above) using the percentage determined in Section 3.a. above.

    c. The pro rata share of the construction supervision cost is based on the percentage calculated for the TOWN items (including the common lump sum items) divided by the total final construction cost of the Project.

4. The TOWN shall be responsible for one-hundred percent (100%) of the design costs for the new concrete sidewalk. The TOWN shall be responsible for fifty percent (50%) of all of the construction costs and fifty percent (50%) of construction supervision costs in connection with the work to install the new concrete sidewalk. Said costs shall be paid to the COUNTY as follows:

a. One-hundred percent (100%) of design costs plus twenty-five percent (25%) of construction costs upon award of the construction contract to the lowest responsible bidder.
b. Fifty percent (50%) of construction supervision cost plus the remaining twenty-five percent (25%) of construction cost upon substantial completion of the work and acceptance of the Project by the COUNTY.
c. Any adjustments to the final construction costs for the installation of concrete sidewalk shall be made at the time of final payment.
d. The COUNTY shall notify the TOWN of any changes in Project costs that would increase the TOWN' share and receive written approval from the TOWN before issuing a change order to the contractor.

5. The TOWN will be responsible for:
   a. Acquiring any right-of-way, easements, and/or fee interest, if necessary or desirable for the construction and maintenance of the sidewalk. Any such real property rights for the sidewalk shall be held in the name of the TOWN, not the COUNTY.
   b. Maintenance, repair, and, if necessary, replacement of the sidewalk, including snow and ice removal, in perpetuity. This provision shall survive the expiration of this IMA.

6. Any party hereto may cancel this Agreement prior to the award of either construction contract. If the Agreement is canceled, the canceling party shall be liable for any design or pre-construction costs or damages incurred in connection with the Project by the other party.

7. The TOWN hereby covenants and agrees to indemnify, defend, and hold harmless the COUNTY and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, whether contingent or otherwise, including reasonable attorney's fees and costs of defense, incurred by the COUNTY as a result of the negligence, omission, breach, fault, or intentional misconduct of the TOWN in the conduct of work under this Agreement. The COUNTY hereby covenants and agrees to indemnify, defend, and hold harmless the TOWN and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, (including any claimed damage to real or personal property) whether contingent or otherwise, including reasonable attorneys' fees and costs of defense, incurred by the TOWN as a result of the negligence, omission, breach, fault or intentional misconduct of the COUNTY in the conduct of work under this Agreement.

8. The COUNTY and TOWN shall be named as additional insureds on all insurance policies required of both contractors as part of their construction contracts for the performance of work identified herein. In connection with the services to be performed under this Agreement, the COUNTY and the TOWN

and each of their agents and employees shall comply with all federal, state and local laws, resolutions, ordinances, codes, rules and regulations applicable to the performance of the services to be rendered hereunder.

9. The COUNTY shall perform the services under this Agreement as an independent contractor. Neither the COUNTY nor any of its officers, agents or employees shall present themselves as officers or employees of the TOWN. Neither the COUNTY nor the TOWN shall be deemed to be the agent of the other, except as specifically set forth herein.

10. The COUNTY shall not assign, transfer or dispose in whole or in part any right or interest in or to this Agreement and shall not subcontract in whole or in part any services performed under this Agreement, without the prior written consent of the TOWN.

11. This Agreement shall be deemed executory only to the extent of the monies appropriated for its purposes, and no liability shall be incurred by the TOWN beyond the monies appropriated for such a purpose.

12. This Agreement constitutes the entire and integrated agreement between the parties, and supersedes any and all prior proposals, negotiations and agreement, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party against whom the modification or amendment is sought to be enforced.

13. This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the COUNTY of Monroe, New York.

14. If any provision of this Agreement is held invalid by a court of law, the remainder of the Agreement shall be valid and enforceable.

15. The COUNTY and TOWN agree that in carrying out its activities under the terms of the Agreement that they shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times they will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

MONROE COUNTY

BY: _____
Adam J. Bello
County Executive

TOWN OF IRONDEQUOIT

BY: _____
John Perticone
Town Supervisor

State of New York)
County of Monroe) ss:

On the ___ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared **John Perticone**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

State of _____)
County of _____) ss:

On the ___ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared **Adam J. Bello**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

Resolution No. 2026 - _____

EXTRACT OF THE MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION CONCERNING APPROVAL OF SUPERVISOR TO SIGN INTERMUNICIPAL AGREEMENT WITH MONROE COUNTY FOR RECTANGULAR RAPID FLASHING BEACONS ON THOMAS AVENUE

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 21st day of July, 2026 at 7:00 P.M. local time; there were:

PRESENT:

John Perticone	Town Supervisor
Steve Barz	Town Board Member
Ann Cunningham	Town Board Member
Grant Malone	Deputy Supervisor

McConville Considine Cooman & Morin, PC Attorney for the Town

Town Board Member_____offered the following resolution and moved its adoption:

WHEREAS, Monroe County Department of Transportation has been working on a project with the Town of Irondequoit regarding the installation of sidewalks on a portion of Thomas Avenue as part of the Thomas Avenue Improvements Project. This project also includes the installation of *Rectangular Rapid Flashing Beacons (RRFBs)* along portions of the sidewalk (the "project"); and

WHEREAS, the County and Town wish to enter into this Agreement pursuant to General Municipal Law § 119-6 regarding ownership and maintenance of current and future crosswalks, applicable signage compliant with the Manual of Uniform Traffic Control Devices ("MUTCD") and crosswalk flashing beacon lights and/or RRFBs; and

WHEREAS, this Intermunicipal Agreement would become effective January 1, 2027 through January 1, 2032 and may be renewed for up to five (5) additional five-year periods upon the prior written consent of the parties. Furthermore, either party may terminate this Agreement upon thirty (30) days written notice; and

WHEREAS, the current plan includes one location for a solar powered beacon on Thomas Avenue at Eaton Rd. The anticipated 2027 annual fee for this location is $737.84. Funding for this fee will be available in account # A133100-542600.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the Intermunicipal Agreement with Monroe County in regards to Rectangular Rapid Flashing Beacons (RRFB) on Thomas Avenue.

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	Barz	voting	_____
Deputy Town Supervisor	Malone	voting	_____
Town Board Member	Cunningham	voting	_____
Town Supervisor	Perticone	voting	_____

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__, by and between the **COUNTY OF MONROE**, a municipal corporation with offices at 39 West Main Street, Rochester, New York, 14614, hereinafter referred to as the "COUNTY", and the **TOWN OF IRONDEQUOIT**, a municipal corporation with offices at Irondequoit Town Hall, 1280 Titus Avenue, Rochester, New York, 14617, hereinafter referred to as the "TOWN".

WITNESSETH

WHEREAS, the County has a *Rectangular Rapid Flashing Beacons (RRFBs)* policy which identifies criteria in Category A for RRFBs that are allowed by the County and owned and maintained by the Town; and

WHEREAS, the Town is desirous of having the County's Department of Transportation operate and maintain RRFBs on Town streets; and

WHEREAS, the County is willing, able and qualified to perform such service; and

WHEREAS, the Town is willing to reimburse the County for costs for providing such services; and

WHEREAS, the County and Town enter into this Agreement pursuant to General Municipal Law §119-o regarding ownership and maintenance of current and future crosswalks, applicable signage compliant with the Manual of Uniform Traffic Control Devices ("MUTCD") and crosswalk flashing beacon lights and/or RRFBs;

WHEREAS, the Town shall, in perpetuity, own and maintain all RRFBs and MUTCD complaint signage including, but not limited to advanced warning signs, crosswalk/pedestrian signs, crosswalk markings, posts, poles, footers, electronic components, flashers/beacons, solar panels, associated hardware and any software associated with crosswalks/road crossings installed by the Town under a permit issued by the County;

WHEREAS, the County's Director of Transportation is authorized to execute this Agreement pursuant to the Charter of Monroe County, Section C6-19 (B)(6) and

WHEREAS, the Town Board of the Town of Irondequoit, by Resolution No. _____ of 20__, effective _____, 20__, authorized the Town to enter into this Agreement and authorized the Supervisor of the Town, or his designee, to execute said Agreement on behalf of the Town; and

NOW, **THEREFORE**, in consideration of the mutual covenants and Agreement hereinafter set forth, the parties hereto mutually agree as follows:

1. As of the effective date of this Agreement, the Town owns and maintains crossings with RRFBs and MUTCD compliant signage at Thomas Avenue at Eaton Road. Attached hereto as Exhibit A are the approved Section 136 Highway Law permits authorizing the aforementioned crosswalks and lights.

2. In addition to the current crossing location(s) specified in Exhibit A, any future town owned crossings and crosswalks, RRFBs and MUTCD compliant signage installed by the Town within the County right of way via 136 Highway Permit, shall automatically be subsumed into this Agreement for the Town to own and maintain in perpetuity. A list of all current and future locations will be kept by both parties.

3. Required maintenance to any of the current or future crossings can be performed by the County for a fee to be paid for by the Town.

4. The Town hereby covenants and agrees to indemnify, defend and hold harmless the County and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, whether contingent or otherwise, including reasonable attorney's fees and costs of defense, incurred by the County as a result of the Town's failure to comply with the terms and conditions of this Agreement and as a result of negligence, negligent omission, breach, fault or intentional misconduct by and of the Town in the conduct of its work and/or maintenance under this Agreement.

5. This Agreement shall be binding upon and enforceable against Town's successors or assigns.

6. This Agreement may be modified or amended only in writing and duly executed by both the County and Town. Any modification or amendment shall be attached to and become a part of this Agreement, unless otherwise noted.

7. Neither party shall assign, transfer or dispose in whole or in part any right or interest in or to this Agreement and shall not subcontract in whole or in part any services performed under this Agreement, without the prior written consent of the other party.

8. This Agreement constitutes the entire and integrated Agreement between the parties, and supersedes any and all prior proposals, negotiations and agreements, whether written or oral. Any modifications or amendment to this Agreement shall be void unless it is in writing and subscribed by the Party against whom the modification or amendment is sought to be enforced.

9. The County shall be named as an additional insured on any Town insurance policies that relate to work performed in constructing crosswalks, RRFBs or MUTCD compliant signage.

10. This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

11. If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall be valid and enforceable.

12. The County and Town agree that in carrying out their activities under the terms of this Agreement that they shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race,

color, creed, sexual orientation, sex or national origin, and at all times will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Sections 290-301 of the Executive Law of the State of New York

13. The County shall provide the specific operation and maintenance services as set forth in Exhibit A, appended to and made a part of this Agreement.

14. The term of this Agreement shall be for a five-year period from January 1, 2027 to January 1, 2032 and may be renewed for up to five (5) additional five-year periods upon the prior written consent of the parties. Either party may terminate this Agreement upon thirty (30) days written notice. Upon termination, the pro rata share of all outstanding fees shall be paid within thirty (30) days of the termination date.

15. The Town hereby agrees to pay for the annual cost for services provided by the County as set forth in Exhibit B, attached hereto and hereby made a part of this Agreement. Any changes to Exhibit B (Annual Maintenance Fee) must be approved by both parties in writing. Payment by the Town shall be made on an annual basis within thirty (30) days of receiving the claim vouchers submitted by a duly authorized officer of the County.

16. RRFB Locations described in Exhibit C may be added to or removed from this Agreement only when approved by both parties in writing.

17. Each party hereby covenants and agrees to defend, indemnify and hold harmless the other party and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, incurred by the indemnified party as a result of the negligence, omission, breach, or fault of the indemnifying party in the performance of the terms of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

COUNTY OF MONROE

By: _____
Thomas J. Frys, P.E.
Director of Transportation

TOWN OF IRONDEQUOIT

By: _____
John Perticone
Town Supervisor

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____ , 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared **THOMAS J. FRYS, P.E.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, as Director of Transportation of the County of Monroe and that by his signature on the instrument, by virtue of the statutes of the State of New York.

_____
Signature of Notary and Stamp

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____ , 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared **JOHN PERTICONE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity, as Supervisor of the Town of Irondequoit and that by his signature on the instrument, by virtue of the statutes of the State of New York.

_____
Signature of Notary and Stamp

MAINTENANCE SERVICES

For the annual maintenance fee specified in Exhibit B, the County shall provide minor repairs and routine maintenance (collectively, "Minor Repairs") of the Rectangular Rapid Flashing Beacon devices (the "RRFBs") listed in Exhibit C. Minor Repairs shall include, but not be limited to: programming the devices, preventive maintenance, responding to trouble calls, and temporary emergency repairs. The County shall have the authority and discretion to operate and control the RRFBs, including but not limited to setting flashing timings as the County reasonably deems proper.

Specific Minor Repairs to be provided by the County for hard wired RRFBs include:

Programming	Provides for the proper operation of the units.
Preventive Maintenance	Provides for the complete assessment of the electrical and mechanical condition and performance of the RRFBs. Includes minor repairs of the beacons, poles, buttons, and wiring.
Service Call, Normal Business Hours	Provides support Monday through Friday, 6:00 am to 6:00 pm.
Service Call, After Hours	Provides support on an on-call basis outside of normal business hours (as defined in the previous item, above).

Specific Minor Repairs to be provided by the County for solar powered RRFBs include all items listed above for hard wired RRFBs, and:

Battery Replacement	Provides for the replacement of batteries at solar powered RRFBs when the useful life has been reached; estimated as every 4 years.
Preventive Maintenance	Includes minor repairs of the batteries and solar panels.

To initiate a Service Call, notify the County Traffic Control Center by calling 585-753-7760. The County shall respond to the call within four (4) hours.

The Town shall be responsible, at the Town's sole expense, for all other work requirements beyond Minor Repairs, as determined by the County in its sole reasonable discretion (collectively, the "Major Repairs"). Examples of Major Repairs include, but are not limited

to, replacement of the RRFB hardware (such as the cabinet, controller, poles, electrical service, solar panels, and LED modules) and sign replacement. The Town and County hereby acknowledge and agree that circumstances in which the Town shall be required to perform, or cause to have performed, Major Repairs shall include, but not limited to (i) failure of the RRFB or any related components; (ii) the RRFB is materially damaged or rendered inoperable; or (iii) the RRFB requires modification or replacement because the RRFB has become outdated or is no longer serviceable. The County shall give written notice to the Town of the need for any Major Repairs. If the Town chooses to have the County perform the Major Repairs, the Town shall reimburse the County for all labor, material, and equipment costs needed to perform the work.

ANNUAL MAINTENANCE FEE

The annual maintenance fees for Rectangular Rapid Flashing Beacons for 2026 are as follows:

Annual Cost for Solar Powered RRFBs (2026) -- $737.84.00 per RRFB Location.

Annual Cost for Hard Wired RRFBs (2026) -- $562.84 per RRFB Location.

An RRFB Location shall be defined under this Agreement as one pair of RRFB devices; two total devices, one device facing in each direction. Where additional devices are used, each additional pair of devices will be considered another Location.

The annual cost for Maintenance Services per RRFB Location may be adjusted annually, with escalations to be limited to an amount equal to the increase in the previous year's Consumer Price Index (CPI) (U.S. City Average CPI-U from the Bureau of Labor Statistics).

The Town shall be responsible for all electricity and electrical meter costs for hard wired RRFB Locations that are included under this Agreement.

Refer to attached Exhibit 'C' for a list of solar powered and hard wired RRFB Locations for which annual maintenance fees apply.

LOCATIONS

The locations listed below are identified as Category A RRFBs that are allowed by the County and owned and maintained by the Town as defined in the County's *Rectangular Rapid Flashing Beacons (RRFBs)* policy. Category B RRFBs are not included in this Agreement.

List of Solar Powered Rectangular Rapid Flashing Beacon (RRFB) Locations:

- #785 Thomas Avenue @ Eaton Road *

List of Hard Wired RRFB Locations:

*Each of these Locations consists of 4 devices; 2 devices facing each direction. One (1) device is defined as one (1) pole with signs, beacons, cabinet, buttons, solar panels/electrical, and associated hardware. RRFB hardware may be on one or both sides of the pole.

RRFB Locations may be added to or deleted from this Agreement only when approved by both parties in writing.

Resolution No. 2026 - _____

EXTRACT OF THE MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION CONCERNING AWARD OF BID FOR ROOF REPAIRS AT VARIOUS IRONDEQUOIT TOWN FACILITIES

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16th day of December, 2026 at 7:00 P.M. local time; there were:

PRESENT:

John Perticone	Town Supervisor
Steve Barz	Town Board Member
Ann Cunningham	Town Board Member
Grant Malone	Deputy Supervisor

McConville Considine Cooman & Morin, PC Attorney for the Town

Town Board Member_____offered the following resolution and moved its adoption:

WHEREAS, it is desirable to have a qualified contractor to repair roofs at various Town of Irondequoit facilities on an as needed basis (the ”Project”); and

WHEREAS, the Town of Irondequoit issued an Invitation to Bid and caused the Notice to Bid to be published in the *Daily Record* on June 18, 2026, as well as publishing the Invitation to Bid on the Town website in compliance with General Municipal Law § 103, Chapter 51 of the Irondequoit Town Code, and Town Law Article 12, requesting bids for Roof Repairs at Various Irondequoit Town Locations (Town Bid No. 2026-05), in order to compute the best value to the Town; and

WHEREAS, sealed bids were received and publicly opened and read on July 9, 2026; and

WHEREAS, the lowest responsible bidder was Spring Sheet Metal & Roofing, LLC at a fifteen (15) percent profit; and

WHEREAS, pursuant to Section 3 of the Contract bid terms and conditions this contract term is two (2) years from August 1, 2026 through August 1, 2028. The Town Board may have the option of extending the Contract for up to two (2) additional one-year extension; and

WHEREAS, funding for this expense will be available in account #s A1162200-541200 (Library); and A1162000-541200 (Town Hall); and A1162100-541200 (Public Safety Bldg); and A1711047-541200 (Parks-McAvoy); and A1711042-541200 (Parks Camp Eastman); and A1164000-541200 (Public Works); and

WHEREAS, the Town Board determines that the Roof Repairs are all Type II actions pursuant to 6 NYCRR § 617.5(c)(1) (maintenance or repair involving no substantial changes in an existing structure or facility) and therefore no further review is needed pursuant to the New York State Environmental Quality Review Act (6 NYCRR § 617.5(a)).

NOW THEREFORE BE IT RESOLVED, that the Town Board awards the bid for Roof Repairs at Various Irondequoit Town Locations to Spring Sheet Metal & Roofing, LLC at a fifteen (15) percent profit.

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

This resolution shall take effect immediately upon its adoption.

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

Town Board Member	Barz	voting	_____
Deputy Town Supervisor	Malone	voting	_____
Town Board Member	Cunningham	voting	_____
Town Supervisor	Perticone	voting	_____

Resolution Number 2026-

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR ROCHESTER AREA TRIATHLETES TO CONDUCT THE ANNUAL ROCHESTER TRIATHLON

At a Regular Town Board Meeting of the Town Board of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 21st day of July 2026 at 7:00 p.m. local time, there were

PRESENT:

John Perticone	Town Supervisor
Steve Barz	Town Board Member
Ann Cunningham	Town Board Member
Grant Malone	Deputy Town Supervisor

McConville Considine Cooman & Morin, PC Attorney for the Town

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

WHEREAS, the Town Clerk's Office received an application from Rochester Area Triathletes/Brett Gallmon to host the Rochester Triathlon on Saturday, August 22nd from 5:00 a.m. to 1:00 p.m. The race will begin on Saturday August 22nd at 8:00 a.m.; and

WHEREAS, the Triathlon equipment set up start date is at 10:00 am on Friday August 21, 2026 and the equipment take down date and time is from 3:00-5:00 pm on Saturday August 22, 2026 at Durand Eastman Beach; and

WHEREAS, the County of Monroe Department of Transportation, the City of Rochester Special Events Department, the City of Rochester Parks and Recreation Department, Monroe County Parks and Sheriff's Department and the Town of Irondequoit have approved the appropriate road closures and traffic control; and

WHEREAS, proof of current insurance, which expires on January 1, 2027, has been reviewed and approved by the Town insurance carrier.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the Special Event License to conduct the Rochester Triathlon, with set up beginning on Friday, August 21st, 2026 at 10:00 a.m., the race to start on Saturday August 22nd at 8:00 am, and clean up to be completed on Saturday August 22nd at 5:00 p.m., upon the condition that Rochester Area Triathletes notifies all affected residents before the event.

This resolution shall take effect immediately upon its adoption.

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

Town Board Member	Barz	voting
Deputy Town Supervisor	Malone	voting
Town Board Member	Cunningham	voting
Town Supervisor	Perticone	voting

a town for a lifetime
IRONDEQUOIT New York

Scott Peters, IPD

Jeffrey David, Fire Marshal

Erin Magee, DPW Commissioner

To: Distribution

From: Clerk's Office

Date: 06/26/2026

Re: Rochester Triathlon

Chief,

Please read the attached Parade/Run application. It requires your review and approval. Please review, approve/deny and forward interoffice mail to Jeffrey David in the Fire Marshall's Office.

Jeff,

Please read the attached Parade/Run 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.

✓ 7/2/26

Erin,

Please read the attached Parade/Run application. It requires your review and approval. Then please send it back to me in interoffice mail.

Thank you!

Attachment: Rochester Triathlon application

Event Name: Annual Rochester Triathlon

Event Date: 08/22/26 (set up begins 8/21)

Time: 5:00 am- 1:00 pm

Place and Address: Lake Shore Blvd/Durand Eastman Beach Park

6/24/26 @ $100.00 ck # 0194

FOR TOWN USE ONLY:

APPLICATION FEE RECEIVED: ☒ YES ☐ NO BARRICADE USAGE FEE: $

TOWN CLERK APPROVAL: [signature] DATE: 7/6/26

POLICE APPROVAL: [signature] DATE: 6/29/26

POLICE FEE: $ RECEIVED: ☐ YES ☐ NO DATE: / /

FIRE MARSHAL APPROVAL: [signature] DATE: 7/1/26

COMMISSIONER OF D.P.W. APPROVAL: [signature] DATE: 7/2/26

TOWN OF IRONDEQUOIT
APPLICATION FOR PARADE/WALK/RUN

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

TYPE OF EVENT: ☐ PARADE ☐ WALK ☑ RUN

EVENT NAME: Rochester Triathlon

DATE OF EVENT: 8-21-26 & 8-22-26 RAIN DATE: ——— setup happens on 8/21

PURPOSE OF EVENT: a sporting event to get people active

NAME OF SPONSOR ORGANIZATION: Rochester Area Triathletes

ADDRESS: 3015 St. paul Blvd. Rochester, NY 14617

DAYTIME TELEPHONE: 585-737-3650 EVENING TELEPHONE: Same

CELL #: 585-737-3650 FAX #: ——— E-MAIL: bert@wolfpackmultisport.com

TIME OF EVENT: FROM 5AM TO 1PM

TIME & LOCATION OF ASSEMBLY: Durand Eastman Beach Park

TIME & LOCATION OF DISBANDMENT:

NUMBER OF PARTICIPANTS EXPECTED: ——— NUMBER OF VOLUNTEER MARSHALS: ———

EVENT TO TAKE PLACE: ☒ STREET ☐ SIDEWALK ☐ BOTH

IS AREA TO BE BLOCKED OFF? ☒ YES ☐ NO

IF YES, PLEASE SPECIFY: Lakeshore Blvd. Closure and lane management

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

IF YES, PLEASE INDICATE LOCATIONS WHERE BARRICADES ARE TO BE SET UP:

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

☒ YES ☐ NO IF NO, NUMBER INFORMED: 400

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

NAME: ADDRESS:

NAME: ADDRESS:

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

TOWN OF IRONDEQUOIT

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

INDEMNIFICATION AND CONTRIBUTION AGREEMENT

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

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

Date: 6-26-26

Rochester Area Triathletes
(Individual or Company Name)

By _____
Signature

Albert Gallman / Race Director
Print Name and Office

Department of Transportation

Monroe County, New York

Adam J. Bello
County Executive

Thomas J. Frys, P.E.
Director

April 15, 2026

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 22, 2026, 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, A. Gustavson
J. David, Irondequoit Fire Marshal
Erin Magee, Anne Doeller, Irondequoit DPW
Scott Peters, Chief, Irondequoit Police Department
Alberto Pina, Shannon Lefler, RGRTA
File H:\Subject\Trans Eng - Permits\PERMITS\Parade\2026\Irondequoit\RATS Triathlon\RATS Triathlon.doc

The Rochester Area Triathletes (RATs) and Wolfpack Multisport will be hosting the Rochester Triathlon on August 22nd, 2026 at Durand Eastman Beach. A brief description of the race is described in the overview and maps are included that cover the bike and run portions of the course. Everyone working this event will be Volunteer.

Overview

The race will start at 8:00 AM and we will affect our road closures a few minutes before that time. The road closures and traffic attenuation for the bike course will be concluded by 11:30 am. Lake Shore Blvd will be completely re-opened at 11:30 am. After 12:30, no runners will be left on roads of the run course which consists of the paved beach path and some neighborhood roads west of Culver and north of Sweet Fern. We are working with the Town of Irondequoit, Irondequoit Police Department, the City of Rochester Special Events Department, the City of Rochester Parks and Recreation, Monroe County DOT, Monroe County Parks and the Monroe County Sherriff's for the appropriate road closures and traffic control.

- 7:50 am road closures start
- 8:00 am race start
- 11:30 am road closures end
- 12:00 am awards ceremony
- 12:30 pm all runners off public roads
- 1:00 pm expected last finisher
- 1:15 pm finish line closes
- 3:00 pm clean-up finished and only large tent left
- 5:00 pm large tent removed

Transition Area

The race will center on the Transition Area which will be located in the grass near lot B of Durand Eastman Beach immediately adjacent to Parking Lot A. Check-in for the athletes prior to the start of the race would happen at a large (20x30) tent in this area and then that tent would be used during the race as HQ for race officials and for setup of post-race food. There will be two additional smaller tents (10x10) in this area for race management. One would be used prior to the race for body marking of the athletes, and as medical tent during the race and then for shade for athletes during the awards ceremony. The other tent will be used prior to race as a volunteer check-in station and during the race as volunteer HQ. The transition area will be entirely fenced with 4 foot high snow fence with one entrance and one exit during the race. One additional entrance will be available and fully guarded during the hours before race to alleviate any long lines as athletes arrive. Athletes will be screened before they can enter / exit the transition area to prevent someone leaving with unrelated equipment. Both entrances / exits will be continuously manned by volunteers trained by race staff and organized by the Transition Area Chief.

The Swim

The swim will be held in Lake Ontario and will be supervised by the Waterfront Director. We will have one sheriff boat stationed at the northern-most leg of the swim route to hold lifeguards, keep other boaters away from our swim course and prevent any athletes from swimming off course toward Canada. The swim course will be a triangular pattern similar to previous year's events with athletes starting in waist deep water and heading north-West to the first swim buoy. They will then round the first swim buoy and head directly East to the second swim buoy and then turn due south to the final swim buoy near shore where the Sprint distance athletes will exit the water between two large, inflated markers. The Olympic distance athletes will do the swim course twice for a total distance of 1500 meters. Athletes will cross the sand and proceed up the artificial turf covered chip path to the transition area. There will be a platform erected on the beach where, prior to the start of the race we will have a safety brief, rules coverage by the USAT (USA Triathlon) sanctioning body official referee or a race director, as well as singing of the National Anthem. We will have approximately 10 life guards provided by the City of Rochester Department of Recreation and Youth Services which will be stationed in kayaks throughout the course as well as on the Sherriff's boat at the north end of the course. In addition to the lifeguards, we will have an experienced kayak team to help struggling swimmers with a place to rest or a ride back to shore.

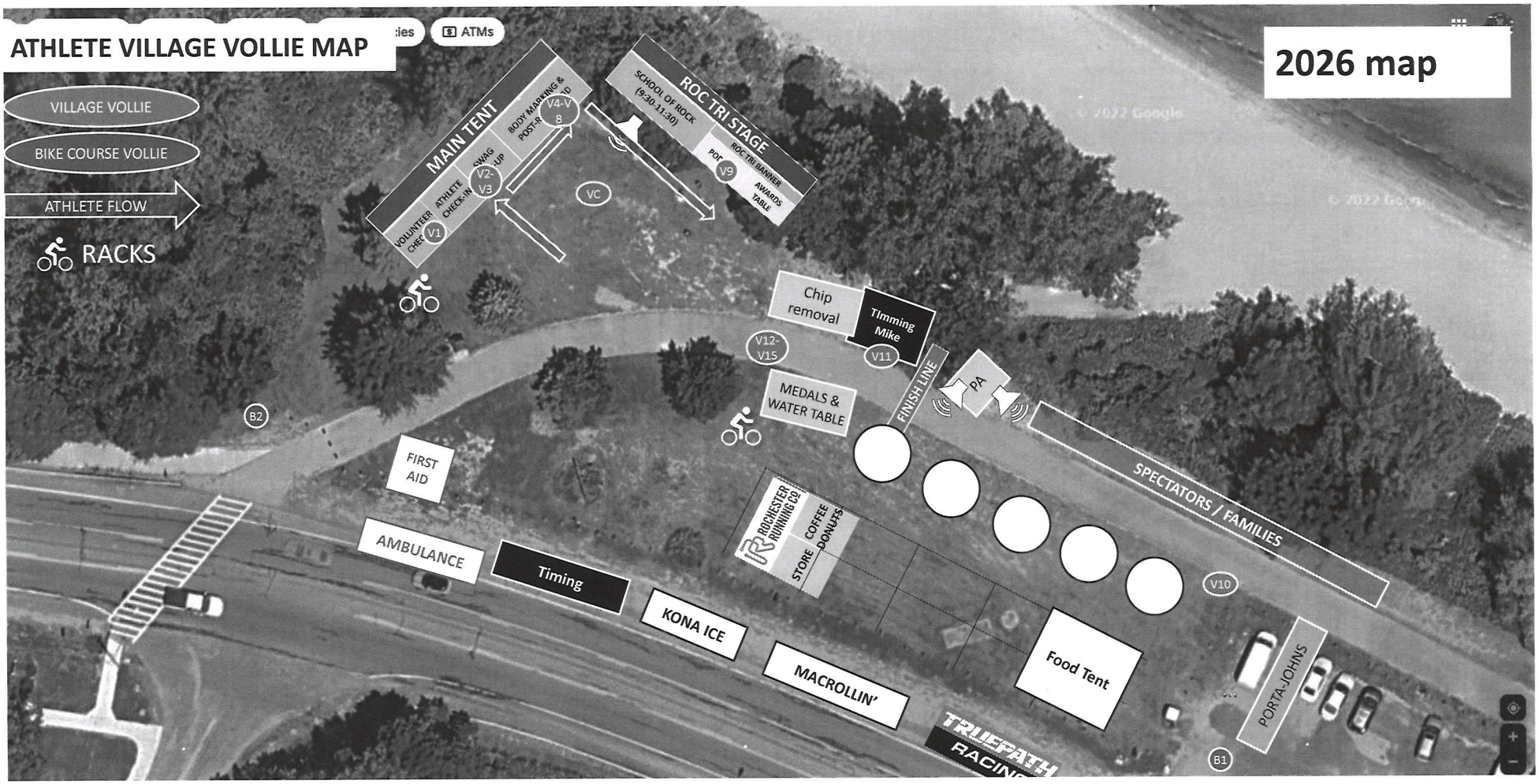
The Bike (see map)

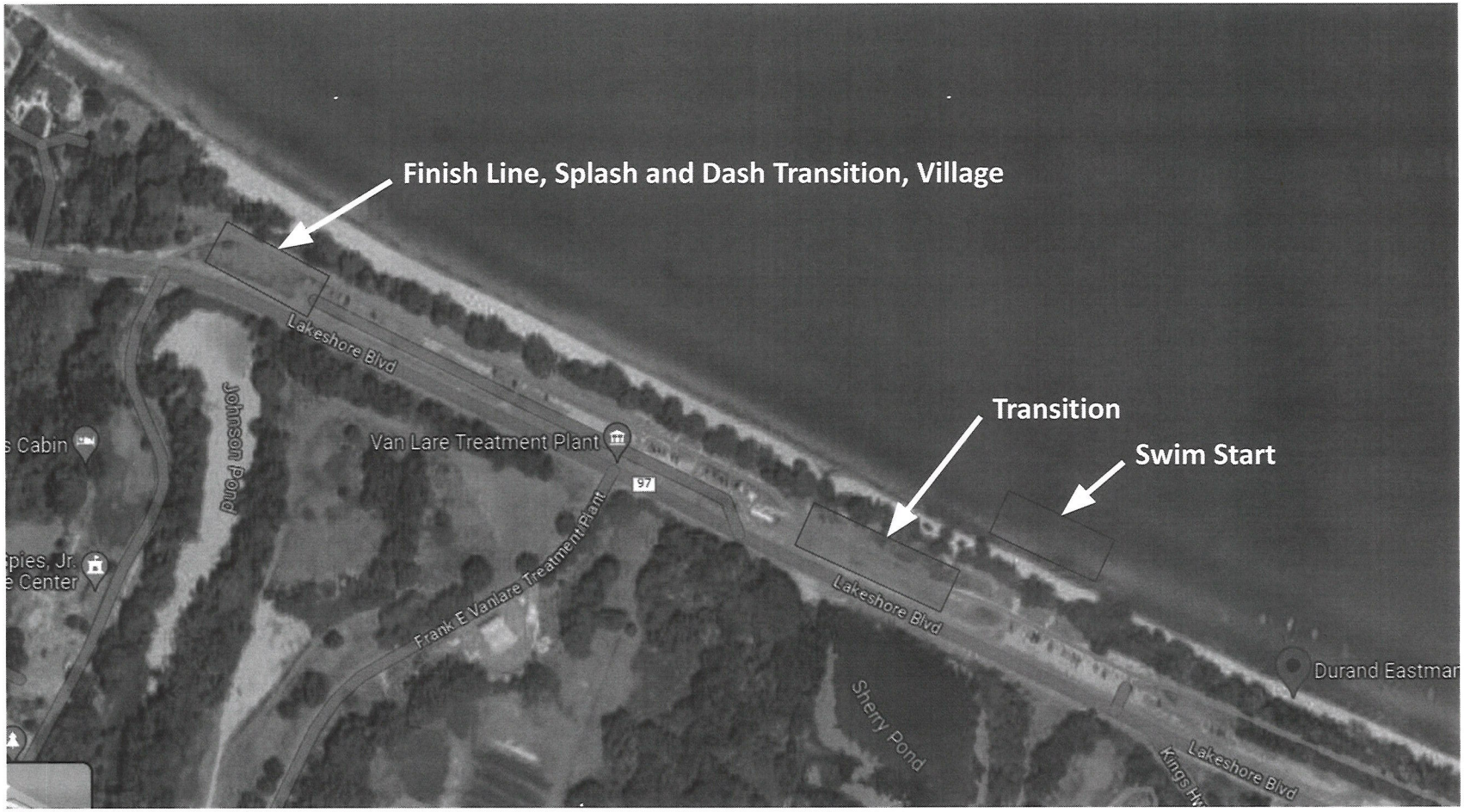
The bike course will be supervised by the Bike Course Director. Athletes will exit the transition area and head west along Lake Shore Blvd. in the normally west bound lane and the north half of the center lane, to Washington Ave. East of Washington, they will make a U-turn, heading east on Lake Shore using the east bound and South half of the center turning lanes. There will be cones in the middle of center lane dividing the west bound bike traffic from the east bound bike traffic. Vehicle traffic is restricted on Lake Shore Blvd. from Washington Ave. to Culver Rd. during the race. Athletes will head east past transition and turn south on Log Cabin Road and head into the park. The two yellow gates inside the park will be unlocked and opened during the race. This includes the gate at the bottom of Log Cabin Road, the gate at the top of Log Cabin Rd. at the playground and the gate at the cul-de-sac. At the cul-de-sac, athletes will go north on Pine Valley Road back down to Lake Shore Blvd, and then west back to transition. This will complete one loop of the course. Sprint athletes will do two laps while Olympic athletes will do four laps of this bike course. An IPD officer will be stationed at the intersection of Lake Shore and St. Paul Blvd. along with a type III barricade to ensure no vehicles enter Lake Shore Blvd. Another MCSO officer will be stationed on Kings Highway north of the golf course entrance to ensure no traffic proceeds onto Lake Shore Blvd. Golf course traffic will be affected minimally during the race, golfers will be able to access the golf course from the south on Kings Highway. The Frank E. Van Lare water treatment plant will be notified well in advance and will be using their Pine Grove Ave. rear entrance to accept deliveries after 7:50 am. The water treatment plant usually notifies customers to delay making deliveries during the race until after the roads open back up at 11:30am. IPD officers will be stationed on both sides of Colebrook Dr. while Volunteers will be placed at all roads that exit onto Lake Shore Blvd to remind drivers that the road is closed and provide directions to anyone who needs a detour. All Lake Shore and Highlands residents will be notified by a flier and or a postal letter, a copy of which is attached. We will be working with the person in charge of Camp Eastman, the Treatment plant and Golf course as in previous years.

The Run (see map)

The run course will be supervised by the Run Course Director. Athletes will exit the transition area north onto the paved beach path. They will take the beach path east to just over the board walk bridge where the sprint distance athletes will turn around and head back to the finish line at the transition area. The athletes doing the Olympic distance will continue on the beach path almost to Culver Road where they will exit the path northward onto Havenwood Road where they will turn west and head over to Birch Hills Drive. From there, they will go north to the end of Birch Hills, do a U-turn and go back to Breezeway Drive. From there they run east to Trelawne Drive and north to the dead end, turn around and back to Breezeway Drive. The athletes will head west on Breezeway back to Birch Hills Drive and then east down Havenwood back to the path where they turn west to the finish line. We will have a number of volunteers with orange volunteer shirts and flags to caution vehicle traffic that there are runners on the roads. These runners will be very spaced-out and not cause congestion by this point. We expect everyone off the run course by 12:30 pm. Water stops for the athletes will be provided at USAT-suggested intervals along the run course.

Bert Gallmon
bert@wolfpackmultisport.com
585-737-3650


ATHLETE VILLAGE VOLLIE MAP
ATMs
2026 map
VILLAGE VOLLIE
BIKE COURSE VOLLIE
ATHLETE FLOW
RACKS
MAIN TENT
VOLUNTEER CHECK-IN
V1
ATHLETE CHECK-IN
V2-V3
SWAG PICK-UP
BODY MARKING & POST-RACE
V4-V8
VC
ROC TRI STAGE
SCHOOL OF ROCK (9:30-11:30)
ROC TRI BANNER
POP
V9
AWARDS TABLE
Chip removal
Timming Mike
V11
V12-V15
MEDALS & WATER TABLE
FINISH LINE
PA
SPECTATORS / FAMILIES
B2
FIRST AID
AMBULANCE
Timing
KONA ICE
MACROLLIN'
ROCHESTER RUNNING CO
STORE
COFFEE
DONUTS
Food Tent
V10
PORTA-JOHNS
B1
TRUEPATH
RACING


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
Podium
Sponsors
PA
Water
Medals
Timing
FINISH LINE
PA
Start Arch
PORTA-JOHNS
KONAICE
PORTA-JOHNS
Google

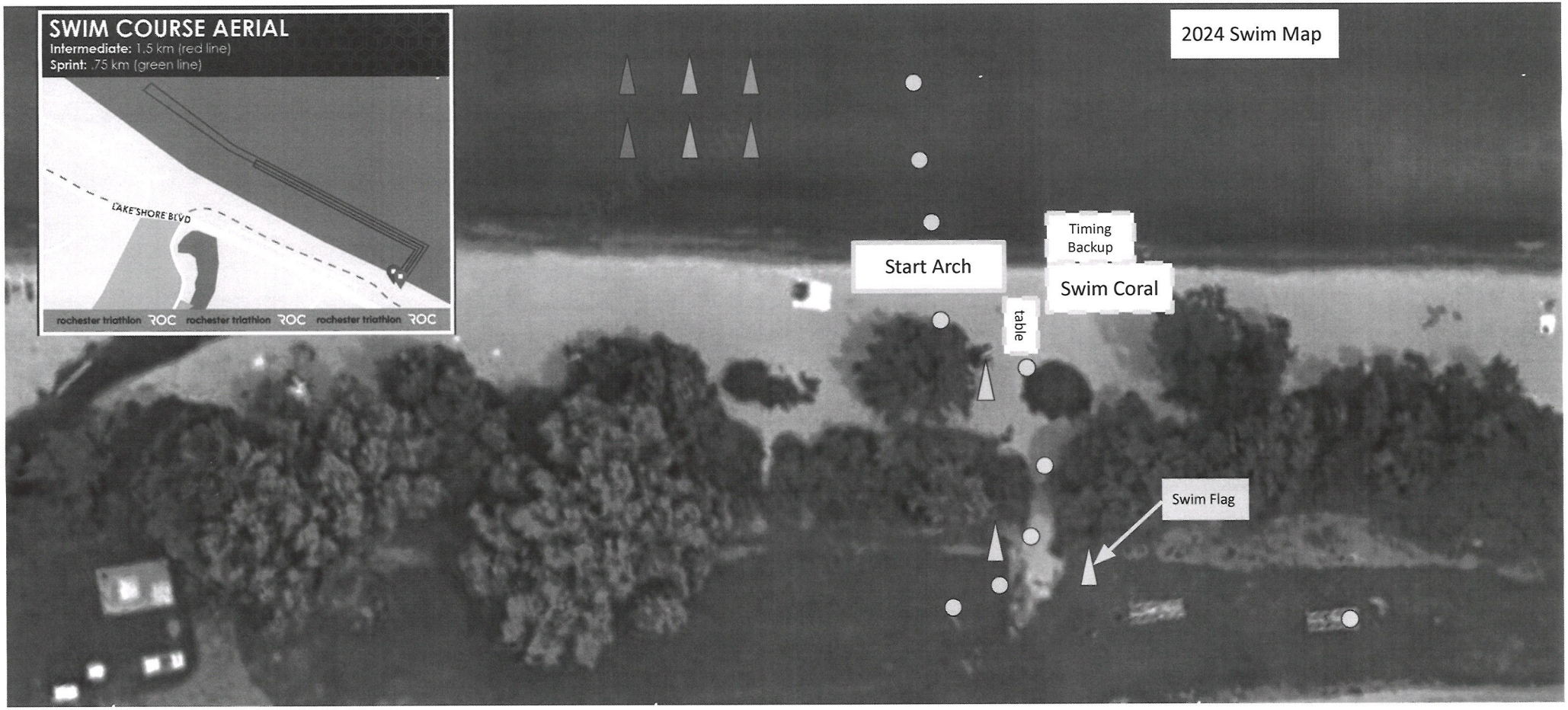
Kids Splash and Dash Transition

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)
LAKE SHORE 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

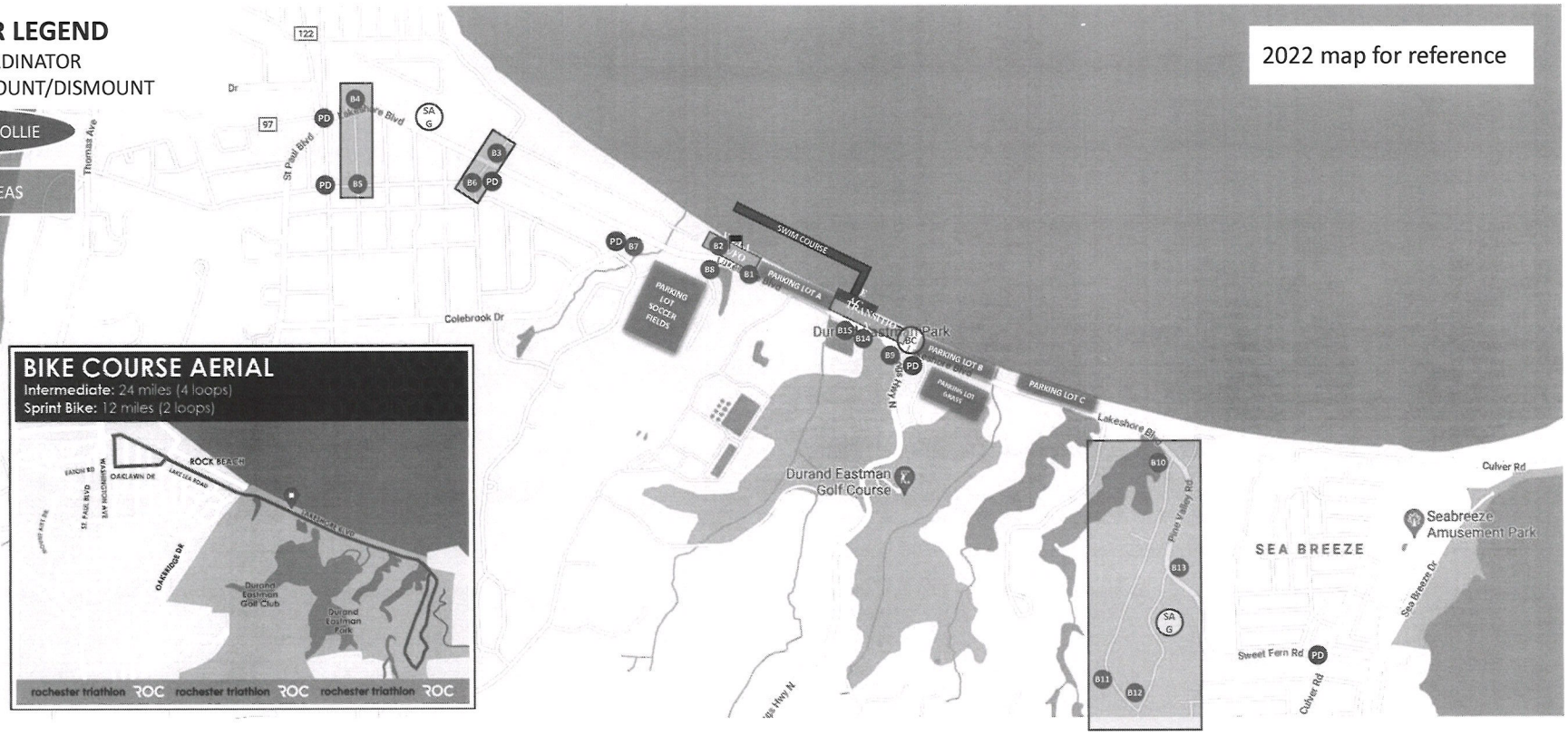
VOLUNTEER LEGEND

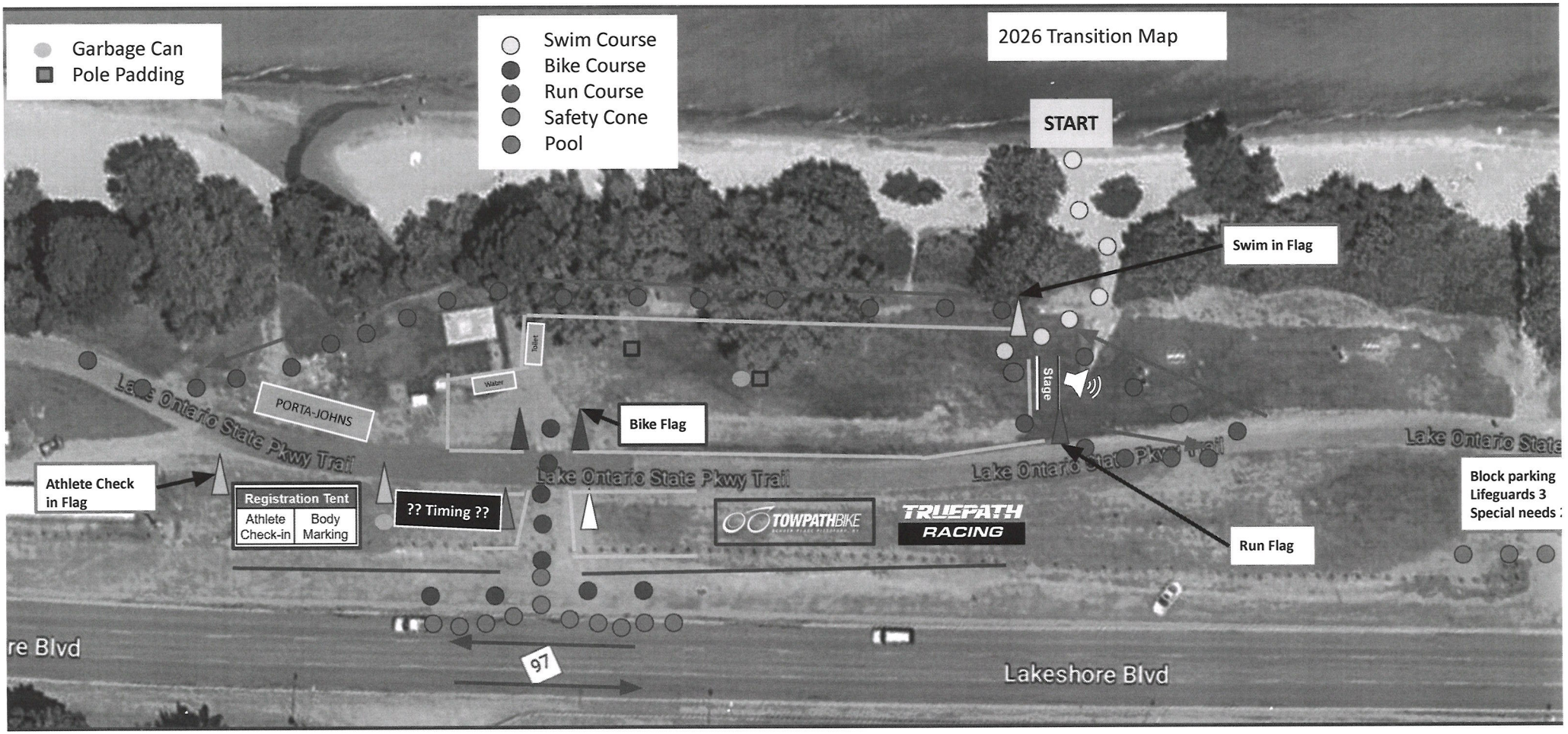
BC = BIKE COORDINATOR

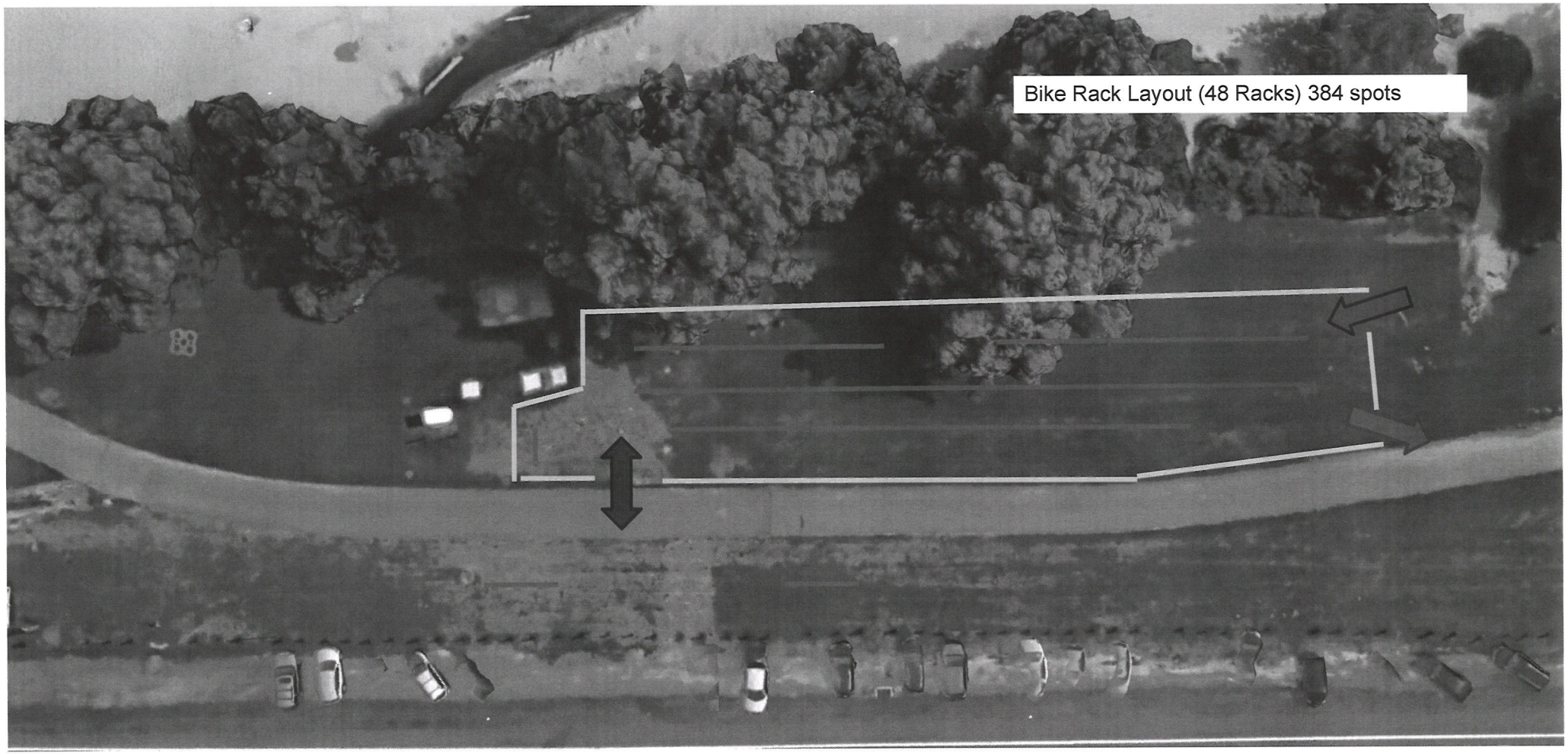
B14 & B15 = MOUNT/DISMOUNT

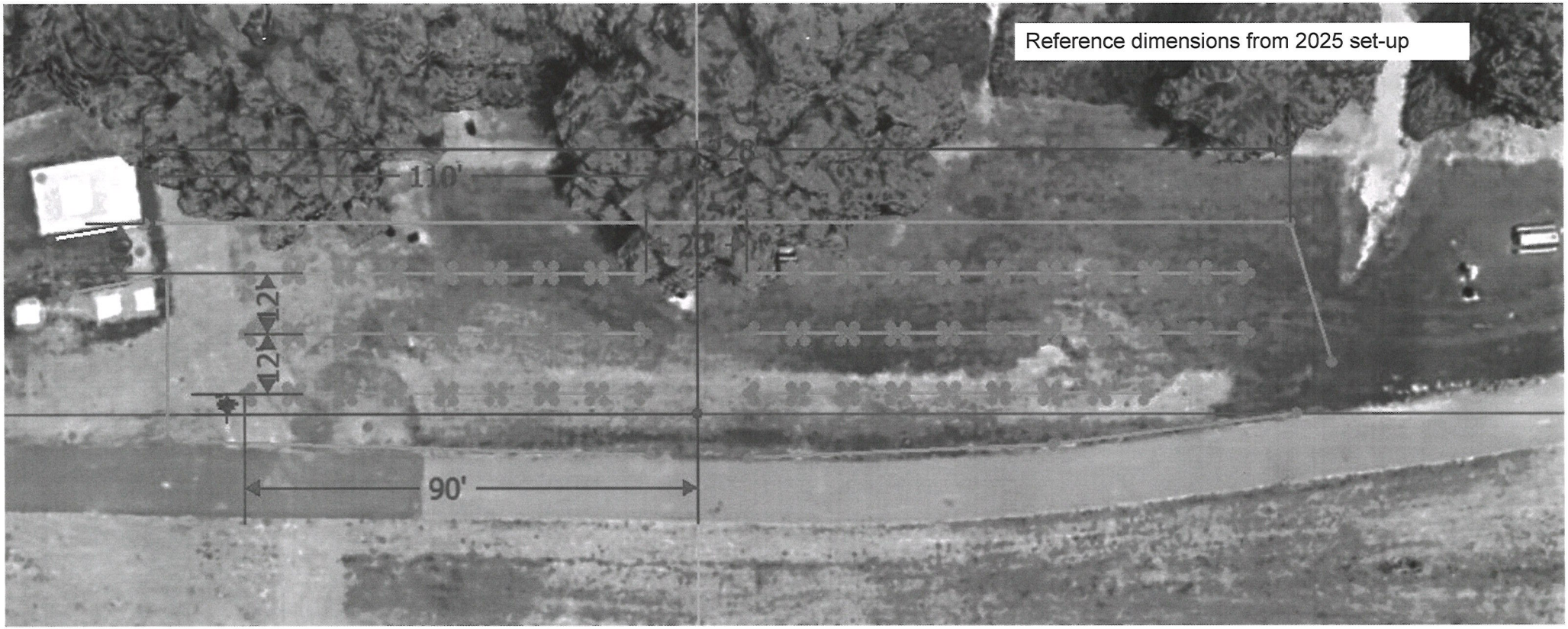
BIKE COURSE VOLLIE

CRITICAL AREAS



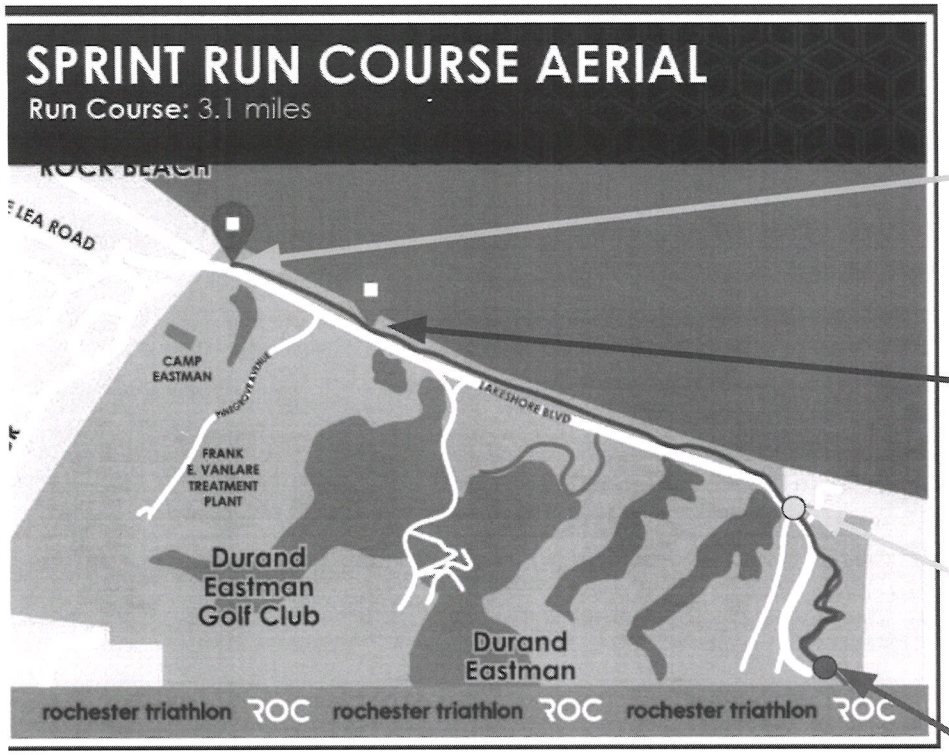

Garbage Can
Pole Padding
Swim Course
Bike Course
Run Course
Safety Cone
Pool
2026 Transition Map
START
Swim in Flag
Stage
Toilet
Water
PORTA-JOHNS
Bike Flag
Lake Ontario State Pkwy Trail
Athlete Check in Flag
Registration Tent
Athlete Check-in
Body Marking
?? Timing ??
TOWPATHBIKE
TRUEPATH RACING
Run Flag
Block parking
Lifeguards 3
Special needs
97
Lakeshore Blvd


Bike Rack Layout (48 Racks) 384 spots


Reference dimensions from 2025 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



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.

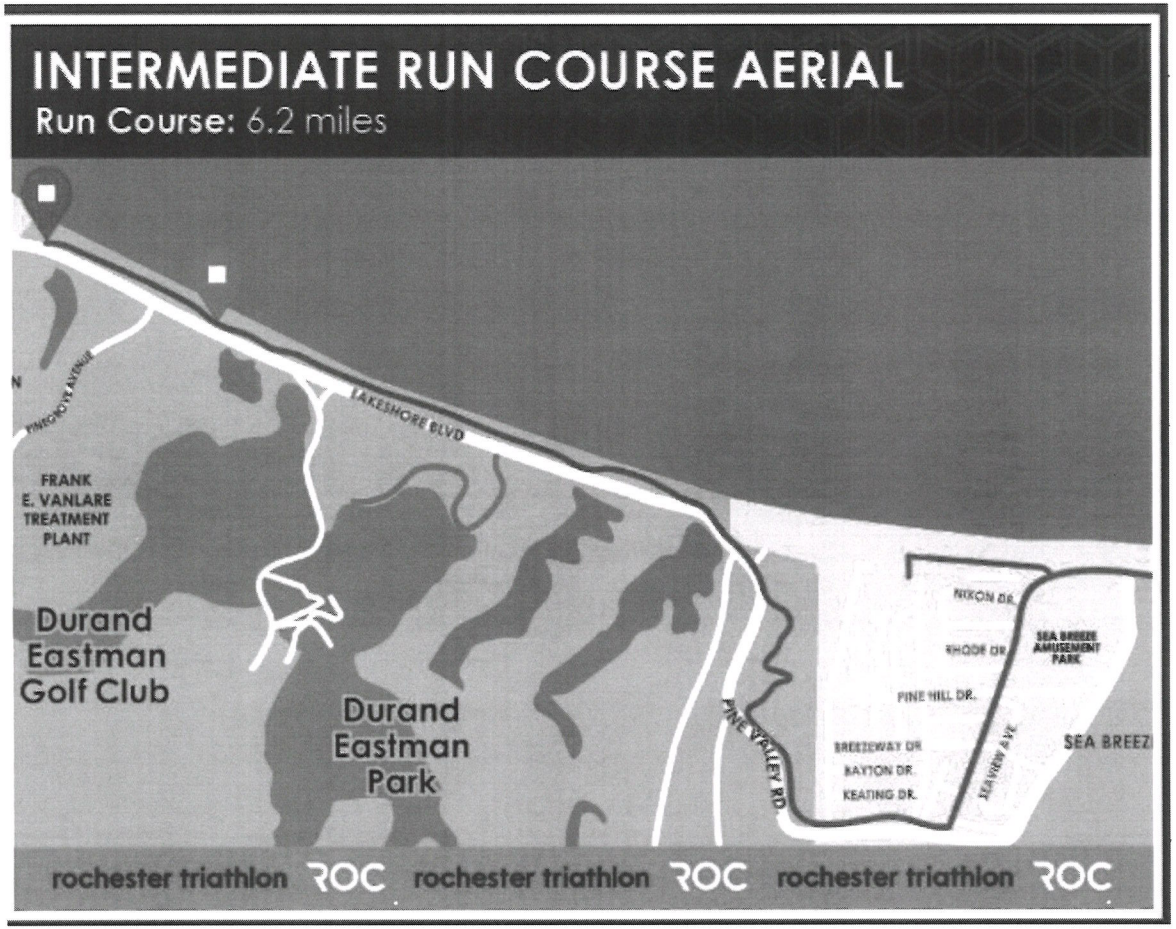
- Equipment: Flag, Hand counter

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:

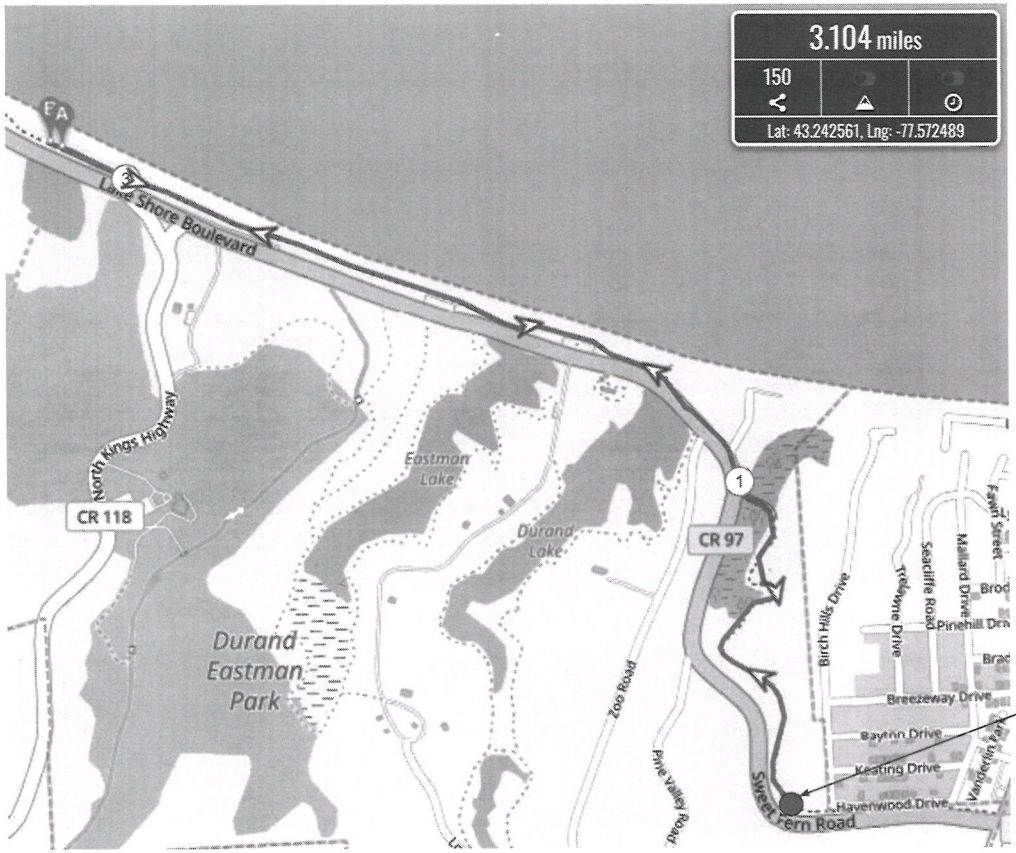
Locations:

- Brad St.
- Broderick Dr.
- Nixon Dr.
- Rode Dr.

Run course direction @ culver and Lake: (1 volunteers)

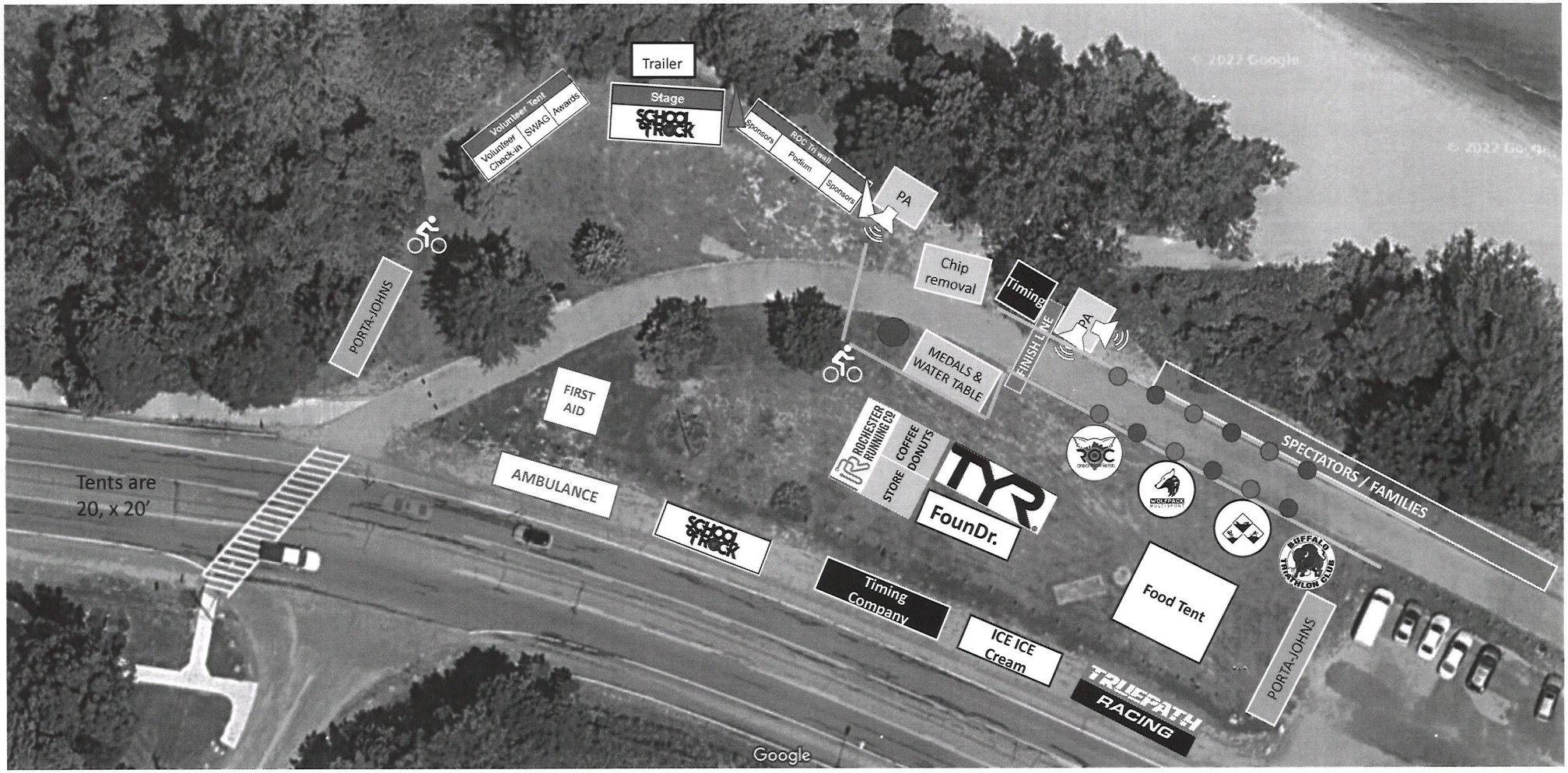
- Equipment: Flag

Alternate Run - Swim Cancellation



Alternate Swim Start 5K Turnaround: (2 volunteers) {look for black pillars in path}

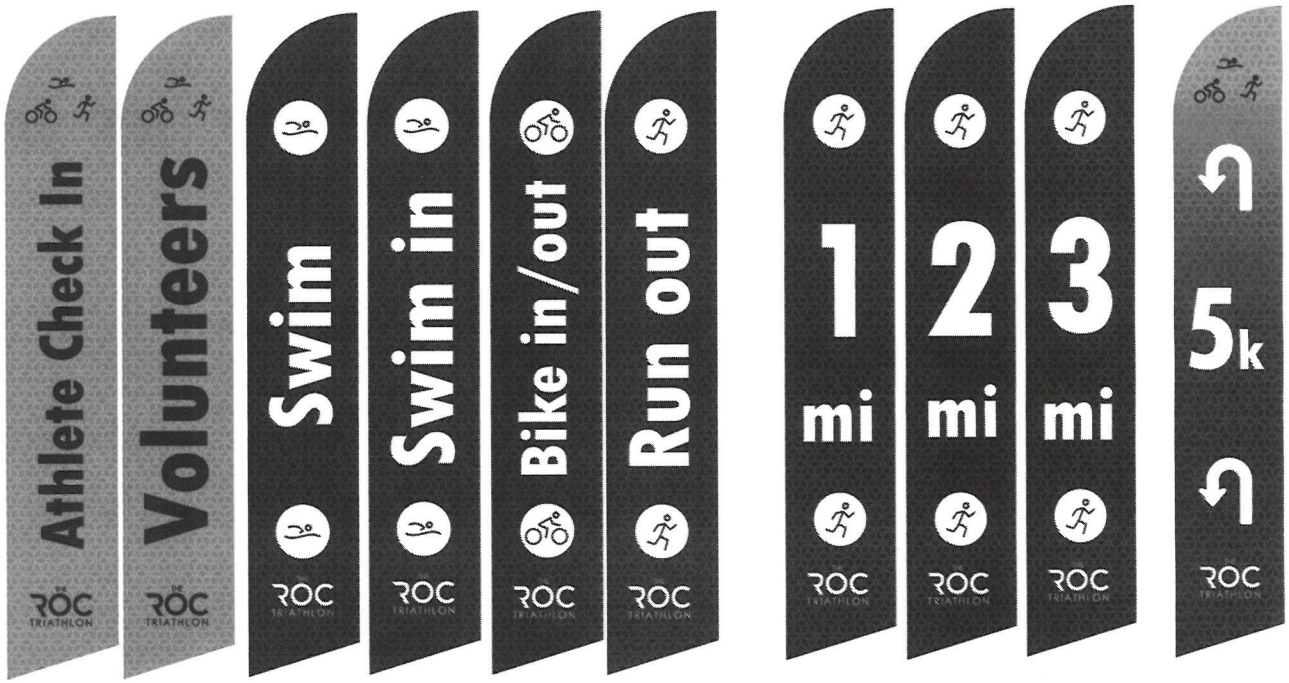
- Equipment: Turnaround Flag, Clip Board, Paper for logging bib numbers.


Trailer
Stage
SCHOOL of ROCK
Volunteer Tent
Volunteer Check-in
SWAG
Awards
Sponsors
ROC Tri Well
Podium
Sponsors
PA
PORTA-JOHNS
Chip removal
Timing
FINISH LINE
PA
MEDALS & WATER TABLE
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

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.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/14/2026

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 Fairly Consulting Group, LLC 1800 S Washington St, Ste 400 Amarillo TX 79102	**CONTACT NAME:** Leah Manson **PHONE (A/C, No, Ext):** 806-642-4825 **FAX (A/C, No):** **E-MAIL ADDRESS:** USATriathlon@FairlyGroup.com
INSURED USATRIA2 USA Triathlon of Colorado (USAT) *See Description of Operations Box below 5825 Delmonico Drive, Suite 200 Colorado Springs CO 80919	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Accredited Surety and Casualty Co. Inc. 26379 **INSURER B :** Allianz Global Risks US Insurance Co 35319 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 166437043 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC X OTHER: Per Event	Y	Y	1RSLCO170153866401	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ $ 2,000,000 $ 4,000,000 $ 2,000,000
	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)	$ $ $ $
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			1RSLCO170153866501	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Excess Liability			25QS1483	1/1/2026	1/1/2027	Each Occurrence Aggregate	$2,000,000 $2,000,000

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

Named Insured:
- USA Triathlon of Colorado (USAT)
- USA Triathlon Foundation
- World Endurance Holdings, Inc. and World Triathlon Corporation specific to designated USAT Sanctioned Events Only
- USAT affiliated Race Directors, Event Owners, Clubs, Official Sponsors, Committee Members, Race Officials, Volunteers, Lifeguards, and Race Participants – each as a Named Insured, but only with respect to their activities conducted on behalf of USA Triathlon or in connection with a sanctioned or approved event.

See Attached...

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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AGENCY CUSTOMER ID: USATRIA2

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Fairly Consulting Group, LLC	USA Triathlon of Colorado (USAT) *See Description of Operations Box below 5825 Delmonico Drive, Suite 200 Colorado Springs CO 80919
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability policy includes the attached endorsement CG 20 26 12 19 which provides additional insured status to any person or organization that is required to be an additional insured by a written contract, agreement or permit between the Named Insured and the contracting party, provided such contract, agreement or permit was executed prior to the occurrence.

The General Liability policy includes the attached endorsement CG 24 04 12 19 which provides a waiver of subrogation only when and to the extent there is a written contract between the named insured and the certificate holder that requires such a waiver of subrogation.

The General Liability policy includes the attached endorsement Primary and Non-Contributory - Other Insurance Condition - CG 20 01 12 19

Event Number: 353708
Event Name: Rochester Triathlon
Event Location: Durand Eastman Beach Park
Event Date(s): 08/21/2026 - 08/22/2026

Certificate Holder Includes the Following: Town of Irondequoit

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WITH WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
ANY PERSON OR LEGAL ENTITY WITH WHICH YOU HAVE A WRITTEN CONTRACT, AGREEMENT OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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EARLIER NOTICE OF CANCELLATION PROVIDED BY US TO CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in Paragraph **2.** of either the **Cancellation** Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above as respects the certificate holder shown below:

Any Certificate holder that requires you to provide this notice.

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ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT, USE AGREEMENT, LOCAL ORDINANCE OR REGULATION.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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