a town for a lifetime
IRONDEQUOIT New York

REGULAR TOWN BOARD MEETING

MAY 19, 2026

7:00 PM

AGENDA

05/06/2026

PLEDGE OF ALLEGIANCE

ROLL CALL

SUPERVISOR'S REMARKS & ANNOUNCEMENTS

PRESENTATIONS/PROCLAMATIONS

PUBLIC INPUT

FINANCIAL REPORT

APPROVAL OF MINUTES

April 13, 2026 Workshop Meeting Minutes

April 21, 2026 Regular Town Board Meeting Minutes

PUBLIC HEARINGS:

7:35PM **On the matter of a proposed local law amending Town Code Chapter 235 regarding the River Harbor District**

PH2026-01 Resolution enacting a local law to amend Town Code Chapter 235 regarding the River Harbor District

7:36PM **On the matter of adopting the Irondequoit 2026 Community Development Block Grant Program**

PH2026-02 Resolution adopting the Irondequoit 2026 Community Development Block Grant Program

ITEM(S) FOR BOARD ACTION:

Police:

5A2026-1 **Resolution Authorizing increase in standard towing fee**

Public Works:

5A2026-2 **Resolution Authorizing the Supervisor to enter into an agreement with Monroe County Division of Social Services, Rochester Works and the Town of Irondequoit**

5A2026-3 **Resolution Authorizing the calling of a public hearing on the matter of consolidated sanitary sewer district extension**

5A2026-4 **Resolution Concerning application for funding through the New York Places for Learning, Activity, and Youth Socialization Initiative (NY Plays)**

5A2026-5 **Resolution Concerning local match for NY Plays Grant Application**

Recreation:

5A2026-6 **Resolution Authorizing the Supervisor to amend and enter into various contracts with vendors for youth, family, adult group exercise and senior recreational programming for 2026**

5A2026-7 **Resolution Authorizing the Supervisor to enter into an agreement with Greenfinch Interpreting**

5A2026-8 **Resolution Authorizing the Supervisor to enter into contracts for July 4th Festival**

5A2026-9 **Resolution Authorizing the acceptance of a monetary gift**

Supervisor:

5A2026-10 **Resolution Authorizing the adoption of summer hours for the Town Hall Offices**

5A2026-11 **Resolution Calling for a public hearing on a proposed local law imposing a six-month moratorium on new licenses for peddlers, hawkers, and door-to-door solicitors within the Town of Irondequoit**

5A2026-12 **Resolution Authorizing the adoption of a Fleet Safety Policy**

Town Clerk:

5A2026-13 **Resolution Approving a special event license for I-Square, LLC summer concert series, car shows and festivals**

5A2026-14 **Resolution Approving a special event license for the ERASE Juneteenth 5K Race**

5A2026-15 **Resolution Approving the special event license for the St Josaphat's Ukrainian Catholic Church Annual Festival**

Upcoming Meetings:

Workshop Meeting	June 8th, 2026	@ 4:00PM
Regular Town Board Meeting	June 16th, 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
			10,043,887				
A001 General (includes cemetery)	28,950,290	28,967,630	8,724,833	1,319,054	18,923,742	33.3%	34.7%
percent of amended budget			30.1%	4.6%	65.3%		
L005 Library	3,044,081	3,044,081	1,302,791	6,802	1,734,488	33.3%	43.0%
percent of amended budget			42.8%	0.2%	57.0%		
DA21 Highway # 1, Road Impvts.	4,312,117	4,312,117	1,207,002	1,097,442	2,007,673	33.3%	53.4%
percent of amended budget			28.0%	25.5%	46.6%		
DA23 Highway # 3, Equipment Maint.	1,357,671	1,357,671	455,241	168,944	733,486	33.3%	46.0%
percent of amended budget			33.5%	12.4%	54.0%		
DA24 Highway # 4, ROW / Winter	607,002	607,002	364,448	21,526	221,028	33.3%	63.6%
percent of amended budget			60.0%	3.5%	36.4%		
SS31 Consolidated San. Sewer Dist.	4,070,596	4,070,596	961,409	132,297	2,976,890	33.3%	26.9%
percent of amended budget			23.6%	3.3%	73.1%		
SD38 Stormwater Drainage Dist.	1,031,484	1,031,484	168,143	60,792	802,549	33.3%	22.2%
percent of amended budget			16.3%	5.9%	77.8%		
SS32 Bayshore Blvd Sewer District	9,365	9,365	0	0	9,365	33.3%	0.0%
percent of amended budget			0.0%	0.0%	100.0%		
SS36 LaSalle Landing Sewer District	136	136	0	0	136	33.3%	0.0%
percent of amended budget			0.0%	0.0%	100.0%		
SS39 Rock Beach San. Sewer Dist.	7,236	7,236	0	0	7,236	33.3%	0.0%
percent of amended budget			0.0%	0.0%	100.0%		
SS40 Orland Road San. Sewer Dist.	16,139	16,139	0	0	16,139	33.3%	0.0%
percent of amended budget			0.0%	0.0%	100.0%		
SW51 Sea Breeze Water District	1,362,236	1,362,236	441,873	0	920,363	33.3%	32.4%
percent of amended budget			32.4%	0.0%	67.6%		
SL71 - SL98 Lighting Districts	54,300	54,300	12,996	0	41,304	33.3%	23.9%
percent of amended budget			23.9%	0.0%	76.1%		
TOTAL	44,822,653	44,839,993	13,638,736	2,806,857	28,394,400	33.3%	36.7%
			16,445,593				
Percent of Amended Budget Spent			30.4%				
Percent of Amended Budget Encumbered				6.3%			
Total Percent Spent & Encumbered							36.7%
Tax Levy Sensitive	38,280,662	38,298,002	12,054,316	2,613,768	23,629,918	33.3%	38.3%
Total Spent + Encumbered		14,668,084	31.5%	6.8%	61.7%		38.3%

6,276,790 | 6,276,790 | 2,026,691 | 32.3% | 1,287,912 | 20.5% | 52.8%

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	153,818	151,591			50.4%
Sales Tax	(A001-411200)	7,100,000	7,100,000	0	7,100,000			0.0%
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	44,161	15,839			73.6%
Franchise Cable TV	(A001-411700)	495,000	495,000	-2,559	497,559			-0.5%
Recreation Program Fees	(A001-420010)	895,100	895,100	612,421	282,679			68.4%
Cemetery Revenues	(A001-421900/426650)	149,000	149,000	20,505	128,495			13.8%
Fines & Bail Forfeitures	(A001-426100)	101,000	101,000	21,926	79,074			21.7%
Other Sources of Revenue		2,517,082	2,517,082	674,423	1,842,659			26.8%
Appropriated Fund Balance		2,900,000	2,900,000	2,900,000	0			
Total, Revenue & Fund Balance		28,950,290	28,950,290	17,239,111	11,711,179		33.3%	59.5%

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	37,508	68,679			35.3%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	3,044,081	3,044,081	2,975,402	68,679		33.3%	97.7%
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	478,651	1,489,190			24.3%
Appropriated Fund Balance	200,000	200,000	200,000	0			
Total, Revenue & Fund Balance	6,276,790	6,276,790	4,787,600	1,489,190		33.3%	76.3%
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	18,587	131,724			12.4%
Appropriated Fund Balance	150,000	150,000	150,000	0			
Total, Revenue & Fund Balance	4,070,596	4,070,596	3,938,872	131,724		33.3%	96.8%
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	-2,596	15,596			-20.0%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	1,031,484	1,031,484	1,015,888	15,596		33.3%	98.5%
SS32 Bayshore Blvd Sewer District							
District Capital Charges	9,365	9,365	9,365	0			100.0%
Other Sources of Revenue	0	0	0	0			#DIV/0!
Total Revenue	9,365	9,365	9,365	0		33.3%	100.0%
SS36 LaSalle Landing Sewer District							
District Capital Charges	136	136	136	0			100.0%
Other Sources of Revenue	0	0	-12	12			#DIV/0!
Total Revenue	136	136	124	12		33.3%	90.8%
SS39 Rock Beach San. Sewer District							
District Capital Charges	7,236	7,236	7,236	0			100.0%
Other Sources of Revenue	0	0	-53	53			#DIV/0!
Total Revenue	7,236	7,236	7,183	53		33.3%	99.3%
SS40 Orland Road San. Sewer District							
District Capital Charges	16,139	16,139	16,139	0			100.0%
Other Sources of Revenue	0	0	5	-5			#DIV/0!
Total Revenue	16,139	16,139	16,144	-5		33.3%	100.0%
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	265,570	1,054,706			20.1%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	1,362,236	1,362,236	307,530	1,054,706		33.3%	22.6%
SL71 - SL98 Lighting Districts							
District Real Estate Tax	21,330	21,330	21,330	0			100.0%
Other Sources of Revenue	0	0	2,363	-2,363			
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	21,330	21,330	23,693	-2,363		33.3%	111.1%
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	16,793,489	2,324,718	14,468,771			13.8%
TOTAL	41,539,683	41,539,683	27,070,912	14,468,771		33.3%	65.2%
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	44,789,683	30,320,912	14,468,771			67.7%

Town Board Meeting Notes-Month Ended April 30, 2026

The 2026 financial results for the Town as of April 30th: 33.3% of the year has elapsed and the Town's total expenses are higher than budget at 36.7%. The equivalent expenses are $16,446k and break down in this manner: encumbrances $2,807k and actual expenses $13,639k. Encumbrances result from departments committing to services, supplies, and commodities that will be needed throughout the year.

The General Fund expenses are higher than budget at 34.7% or $10,044k. The Breakdown is: actual expenditures $8,725k; encumbrances of $1,319k. Included within the encumbrances of the general fund are legal fees and the emergency medical services contract.

Jointly, the expenses in the highway funds are $3,315k or 52.8% of budget—above the 33% of the year that has elapsed. Actual expenditures equate to $2,027k (32.3%) while encumbrances account for $1,288k (20.5%). Expenses within the highway funds include equipment parts, fuel, paving materials & services and salt.

Expenditures in the Library are above budget at $1,310k or 43.0%. This is attributed to debt service—the annual Bond principal and interest payments ($492k) for the Consolidated Library were made during the month. The unfavorable impact of those line-item expenses will level off by year-end.
The Sewer Fund expenses of $1,094k are below budget at 26.9%. The breakdown of expenses is: actual expenses $961k (23.6%) and encumbrances $132k (3.3%).
Stormwater Drainage is underbudget as well at 22.2%—a total of $229k, with actual

expenses totaling $168k (16.3%) and encumbrances of $61k (5.9%).

Expenses excluding encumbrances for the Town, as well as the three major funds (general, highway and sewer) are less than the 33.3% of the year that has elapsed. The actual expenditures percentage (exclusive of encumbrances) for the Town is 30.4%; the General Fund is 30.1%; Sewer is 23.6%; and the collective Highway funds is 32.3%.

The General Fund has received revenue of $17,239k—59.5% of budget. At the end of April, the Town had received $12,814k or 100% of real estate tax and 50.4% of Payment In Lieu Of Tax payments. The other major revenue sources such as sales tax, mortgage tax, franchise cable fees, and Per Capita State Aid are not due yet.

Regarding the entire Town: $30,321k or 67.7% of revenue and appropriated fund balance has been recorded to-date. Approximately $19,861k of the amount received is real estate tax—100% of that budget.

At month-end, the Library had received $2,938k – 97.7% of its budgeted revenue. 76.3% or $4,788k has been verified by the Highway. $3,939k is in for the Sewer Fund—96.8% of that fund's budget. Stormwater Drainage has received 98.5% of its budgeted revenue—$1,016k.

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

Workshop Meeting of the Town Board of the Town of Irondequoit, held in the Broderick Room at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 13th day of April 2026 at 4:00 P.M, there were:

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

Others in attendance included Director of Recreation Shannon Grieve, Commissioner of Public Works Erin Magee, Assistant to Supervisor Maria Vecchio, Assessor Dan Stanford, Community Development Director Bill Lang, Comptroller Diana Marsh, Captain Jessica Franco and Town Clerk Latasha Elder.

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

SUPERVISOR'S REMARKS: The Supervisor gave information on exhibit at the library. He encouraged residents to visit it. The Supervisor also gave an update on the slope failure on Carlsam Dr. He thanked town employees for their continued support in the situation. Next blood drive will be held on 04/22 from 11-4 at Town Hall 1280 Titus Ave.

REVIEW OF AGENDA ITEMS FOR THE APRIL 21, 2026 REGULAR TOWN BOARD MEETING:

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

ITEMS FOR BOARD ACTION:

04WS2026-1 Resolution Authorizing the appointment of a Deputy Supervisor for the Town of Irondequoit

On a motion made by Councilmember **Barz,** seconded by Councilmember **Perticone**, a resolution was adopted **appointing Grant Malone as Deputy Supervisor**

UPON VOTING	Town Board Member	Barz	voting Aye
	Town Board Member	Malone	voting Abstained
	Town Board Member	Cunningham	voting Aye
	Town Supervisor	Perticone	voting Aye

Resolution Number 2026-080

04WS2026-2 Resolution Authorizing the appointment of two full-time Custodians in the Building Maintenance Department

On a motion made by Councilmember **Malone,** seconded by Councilmember **Cunningham**, a resolution was adopted **appointing two full-time Custodians in the Building Maintenance Department**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-081

04WS2026-3 Resolution Authorizing The Town Supervisor to enter into an agreement for Planning & Zoning legal services

On a motion made by Councilmember **Malone,** seconded by Councilmember **Cunningham**, a resolution was adopted approving **The Town Supervisor to execute an agreement for Planning and Zoning legal services**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-082

04WS2026-4 Resolution Authorizing attendance at the State of New York Police Juvenile Officers Association Inc. 2026 Annual Conference

On a motion made by Councilmember **Barz,** seconded by Councilmember **Malone**, a resolution was adopted **approving attendance at the State of NY Police Juvenile Officers Association Inc. 2026 Annual Conference**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-083

Upcoming Meetings:

Regular Town Board Meeting	April 21, 2026	@ 7:00pm
Workshop Meeting	May 11, 2026	@ 4:00pm

On a motion made by Councilmember **Malone,** seconded by Councilmember **Cunningham,** the Workshop Meeting was adjourned at 4:29 p.m.

UPON VOTING Town Board Member Barz voting Aye

Town Board Member	Malone	voting	Aye
Town Board Member	Cunningham	voting	Aye
Town Supervisor	Perticone	voting	Aye

Respectfully,

Latasha Elder

Latasha Elder, Town Clerk

REGULAR TOWN BOARD MEETING APRIL 21, 2026 049

Regular Town Board Meeting of the Town Board of the Town of Irondequoit, held in the Broderick Room at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the **21st day of April 2026,** at 7:00 P.M., local time, there were:

PRESENT:

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

Others in attendance included Director of Recreation Shannon Grieve, Director of Community Services Bill Lang, Commissioner of Public Works Erin Magee, Comptroller Diana Marsh, Assistant to the Supervisor Maria Vecchio, Assessor Dan Stanford, Chief Scott Peters and Town Clerk Latasha Elder.

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

SUPERVISOR'S REMARKS AND ANNOUNCEMENTS: Asked all department heads to make sure their microphones are on. Informed residents of ground rules of public input. Kickoff meeting for Town Hall bathroom renovations on 04/22/26. Blood drive at Town Hall 04/22/26 from 11-4. Honoring National Arbor Day by a tree planting ceremony on 04/24/26. Thank Library employees during this National Library Week. Monarch Pledge was taken on behalf of the Town. Commissioner Magee gave a brief explanation regarding pledge. Thanked Director of Community Bill Lang and Commissioner Magee for their work done on the NY Forward Application. Town is being awarded $4.5 million. Both department heads gave information regarding the application and what it means for the town. Congratulated Capt. Franco and Lt. Coons on completing the FBI training. Chief Scott Peters provided brief information regarding the training.

PROCLAMATION: Town Board Member Ann Cunningham read a proclamation into record recognizing Lydia Boodie-Rice

PUBLIC INPUT:

Claire Tomesch, Spoke regarding Immigration enforcement and the Town of Irondequoit
Kitty Wolfsong, Spoke regarding Immigration enforcement and the Town of Irondequoit
Drew Herzig, Spoke about leaves, bathroom renovations and ICE
Peggi Fournier, Spoke about ICE and the Irondequoit community

FINANCIAL REPORT:

The 2026 financial results for the Town as of March 31: total expenses—actual as well as encumbered—are $11,307k or 25.2% of budget which is on par with the 25% of the year that has elapsed. The breakdown is: actual expenses $8,971k and encumbered expenses $2,336k.

The General Fund expenses are 25.8% or $7,471k. Here is the breakdown: actual expenditures - $5,859k; encumbrances $1,612k. Included in the encumbrances is the ambulance contract and legal fees.

In aggregate, the expenses in the highway funds are $1,957k or 31.2% of budget—above the 25% of the year that has elapsed. Actual expenses total $1,409k (22.4%) and encumbrances account for $548k (8.7%) and include fuel, salt and equipment parts.

Expenditures in the Library are under budget at $509k or 16.7%.

The Sewer Fund expenses are 20.9% of budget equating to $851k.

The expenses in Stormwater Drainage total $180k—17.5% of budget.

The General Fund revenue received is $16,672k or 57.6% of budget. At the end of March, the Town had received $12,814k of real estate tax—100% of budget. 50.4% ($154k) PILOT (Payment In Lieu Of Tax) revenue has been received.

Regarding the entire Town: $29,371k or 65.6% of revenue and appropriated fund balance has been received to-date. Approximately $19,861k of the amount received is real estate tax.

At month-end, the Library has received $2,966k or 97.4% of its budgeted revenue.

74.8% or $4,695k of budgeted revenue is in for the Highway.

Consolidated Sewer has received $3,936k—96.7% of that fund's budget.

98.6% of Stormwater Drainage receipts have been recorded at $1,017k.

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

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

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

APPROVAL OF MINUTES:

On a motion made by Councilmember **Malone,** seconded by Councilmember **Cunningham,** the March 9, 2026 Workshop Meeting minutes were approved.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

On a motion made by Councilmember **Barz,** seconded by Councilmember **Malone,** the March 17, 2026 Regular Town Board Meeting minutes were approved.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

On a motion made by Councilmember **Malone,** seconded by Councilmember **Cunningham,** the March 30, 2026 Special Town Board Meeting minutes were approved.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

PUBLIC HEARINGS:
7:35PM
03PH2026-1 On the matter of a proposed local law enacting technical amendments to the Town Code's cannabis provisions

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Barz, the public hearing was opened at 7:35 pm.**

The Attorney advised the board and the town of what the local law is about. Frances Gorman gave information regarding the amendments to the Town's Cannabis Provisions

.

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Malone, the public hearing was closed at 7:46 pm.**

04PH2026-1 Resolution Enacting a local law that makes technical amendments to the Town Code's cannabis provisions

On a motion made by Councilmember **Malone**, seconded by Councilmember **Cunningham**, the resolution was **adopted enacting a local law that makes technical amendments to the Town Code's Cannabis Provisions**

Resolution Number 2026-084

7:36PM

04PH2026-2 On the matter of granting a special use permit for 525 Titus Ave in a C-Business District

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Barz, the public hearing was opened at 7:47 pm.**

Ryan Destro from BME Associates spoke about the plans for the special use permit. Clair Tomesch, spoke regarding the matter at hand and bus access

.

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Barz, the public hearing was closed at 7:56 pm.**

04PH2026-2 Resolution Approving a special use permit for 525 Titus Ave in a C-Business District

On a motion made by Councilmember **Malone**, seconded by Councilmember **Barz**, the resolution was **adopted approving a special use permit for 525 Titus Ave in the C-Business District**

Resolution Number 2026-085

ITEMS FOR BOARD ACTION:
Appointments:
04A2026-1 RESOLUTION AUTHORIZING THE PERMANENT APPOINTMENT OF AN ASSISTANT FIRE MARSHAL IN THE COMMUNITY SERVICES DEPARTMENT

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Malone,** the resolution was adopted **approving the permanent appointment of Heidi Boehl to the title of Assistant Fire Marshal in the Community Services Department**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-086

04A2026-2 RESOLUTION AUTHORIZING THE PERMANENT APPOINTMENT OF A DISPATCHER IN THE DEPARTMENT OF PUBLIC WORKS

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Barz,** the resolution was adopted **approving the permanent appointment of Amy Heisner to the title of Dispatcher in the Department of Public Works**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-087

04A2026-3 RESOLUTION AUTHORIZING THE PERMANENT APPOINTMENT OF A POLICE INVESTIGATOR

On a motion made by Councilmember **Malone,** seconded by Councilmember **Barz,** the resolution was adopted **approving the permanent appointment of Jeffrey Colgrove-Fabi to the title of Police Investigator in the Irondequoit Police Department**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-088

Assessors:
04A2026-4 RESOLUTION AUTHORIZING THE TOWN SUPERVISOR TO SIGN AN AGREEMENT WITH AUTOZONE ON ASSESSMENT OF PROPERTY

On a motion made by Councilmember **Barz,** seconded by Councilmember **Cunningham,** the resolution was adopted **approving the Supervisor to sign an agreement with AutoZone regarding assessment of property**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-089

Community Development:
04A2026-5 RESOLUTION AUTHORIZING THE CALLING OF A PUBLIC HEARING ON PROPOSED LOCAL LAW TO AMEND TOWN CODE CHAPTER 235 REGARDING THE RIVER HARBOR DISTRICT

On a motion made by Councilmember **Malone,** seconded by Councilmember **Cunningham,** the resolution was adopted **approving the calling of a public hearing on proposed local law to amend Town Code Chapter 235 regarding the River Harbor District**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-090

Comptroller:

04A2026-6 RESOLUTION AUTHORIZING AN AMENDMENT TO THE 2026 LIBRARY BUDGET

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Barz,** the resolution was adopted **approving an amendment to the 2026 Library Budget**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-091

04A2026-7 RESOLUTION AUTHORIZING THE CALLING OF A PUBLIC HEARING PERTAINING TO THE ADOPTION OF THE IRONDEQUOIT 2026 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Malone,** the resolution was adopted **approving the calling of a public hearing to adopt the Irondequoit 2026 Community Development Block Grant Program**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-092

04A2026-8 RESOLUTION AMENDING AN AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

On a motion made by Councilmember **Malone,** seconded by Councilmember **Cunningham,** the resolution was adopted **approving an amendment to an agreement for construction management services with Christa Construction**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-093

04A2026-9 RESOLUTION AUTHORIZING THE TOWN SUPERVISOR TO ENTER INTO AN AGREEMENT FOR ASSESSMENT LEGAL SERVICES

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Barz,** the resolution was adopted **approving the Supervisor to enter into an agreement for assessment legal services with Chalifoux Law**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-094

04A2026-10 RESOLUTION RATIFYING THE NIGHTSTICK CLUB PBA TENTATIVE AGREEMENT

On a motion made by Councilmember **Malone,** seconded by Councilmember **Barz,** the resolution was adopted **approving the Supervisor to execute the ratified tentative agreement with The Nightstick Club PBA**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED
Resolution Number 2026-095

Human Resources:
04A2026-11 RESOLUTION AUTHORIZING TUITION REIMBURSEMENT FOR AN EMPLOYEE

On a motion made by Councilmember **Barz,** seconded by Councilmember **Cunningham,** the resolution was adopted **approving tuition reimbursement to Sergeant Pronti**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-096

Police:
04A2026-12 RESOLUTION AUTHORIZING ATTENDANCE TO THE 2026 DOG CONTROL EDUCATIONAL CONFERENCE

On a motion made by Councilmember **Malone,** seconded by Councilmember **Barz,** the resolution was adopted **approving the attendance of Scott Donahue at the 2026 Dog Control Educational Seminar**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-097

04A2026-13 RESOLUTION AUTHORIZING ATTENDANCE TO THE DEFENSIVE EDGE SLR15 RIFLES ARMORER COURSE AT CAMILUS POLICE DEPARTMENT SYRACUSE, NEW YORK

On a motion made by Councilmember **Barz,** seconded by Councilmember **Malone,** the resolution was adopted **approving the attendance of two officers at the Defensive Edge SLR15 Rifles Armorer Course at Camilus Police Department Syracuse, New York**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-098

04A2026-14 RESOLUTION AUTHORIZING THE ACCEPTANCE OF A MONETARY GIFT FROM THE IRONDEQUOIT BAY FISH & GAME CLUB TO THE IRONDEQUOIT POLICE DEPARTMENT

On a motion made by Councilmember **Barz,** seconded by Councilmember **Malone,** the resolution was adopted **approving the acceptance of a monetary gift from the Irondequoit Bay Fish & Game Club in the amount of $200.00 to the Irondequoit Police Department**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-099

Public Works:
04A2026-15 RESOLUTION DECLARING CERTAIN ASPHALT MATERIAL AS SURPLUS PROPERTY

On a motion made by Councilmember **Malone,** seconded by Councilmember **Cunningham,** the resolution was adopted **approving certain Asphalt material as surplus property**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-100

04A2026-16 RESOLUTION AUTHORIZING THE AWARDING OF BID FOR PLAYGROUND EQUIPMENT INSTALLATION

On a motion made by Councilmember **Malone,** seconded by Councilmember **Cunningham,** the resolution was adopted **approving the awarding of bid for playground equipment installation to Play-1**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-101

04A2026-17 RESOLUTION AUTHORIZING 2026 RECYCLING AND PAPER SHREDDING EVENTS

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Malone,** the resolution was adopted **approving the recycling and paper shredding events for 2026**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-102

04A2026-18 RESOLUTION AUTHORIZING THE SUPERVISOR TO SIGN AN AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Barz,** the resolution was adopted **approving the Supervisor to sign an agreement for the expenditures of Highway moneys**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-103

Recreation:
04A2026-19 RESOLUTION AUTHORIZING THE SUPERVISOR TO AUTHORIZE NEW RECREATION RENTAL FEE SCHEDULES

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Malone,** the resolution was adopted **approving the Supervisor authorizing new recreation rental fee schedules**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-104

04A2026-20 RESOLUTION AUTHORIZING A CONTRACT WITH REFEREES FOR 2026 WOMEN'S SOCCER LEAGUES

On a motion made by Councilmember **Malone,** seconded by Councilmember **Barz,** the resolution was adopted **approving a contract with referees for 2026 Women's Soccer Leagues**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-105

04A2026-21 RESOLUTION AUTHORIZING POLLING SITE AGREEMENTS WITH MONROE COUNTY BOARD OF ELECTIONS

On a motion made by Councilmember **Barz,** seconded by Councilmember **Cunningham,** the resolution was adopted **approving a polling agreement with Monroe County Board of Elections**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-106

04A2026-22 RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH MEDICAL MOTORS FOR TRANSPORTATION SERVICES

On a motion made by Councilmember **Malone,** seconded by Councilmember **Cunningham,** the resolution was adopted **approving the Supervisor to enter into an agreement with Medical Motors for transportation services**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-107

Supervisor:
04A2026-23 RESOLUTION APPOINTING NEW MEMBERS TO THE CLIMATE SMART COMMUNITIES TASKFORCE

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Barz,** the resolution was adopted **approving new members to the Climate Smart Communities Taskforce**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-108

Town Clerk:
04A2026-24 RESOLUTION APPROVING A SPECIAL EVENTS LICENSE FOR THE IRONDEQUOIT LITTLE LEAGUE OPENING DAY PARADE

On a motion made by Councilmember **Malone,** seconded by Councilmember **Cunningham,** the resolution was adopted as **amended**

approving the Special Event License for Irondequoit Little League Opening Day Parade

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-109

03A2026-21 RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR FLEET FEET/YELLOWJACKET RACING'S ROCHESTER HALF MARATHON AND 5K RUN

On a motion made by Councilmember **Malone,** seconded by Councilmember **Barz,** the resolution was adopted **approving the Special Event License for Fleet Feet/Yellowjacket Racing's Rochester Half Marathon and 5K Run**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2026-110

Upcoming Meetings:

Workshop Meeting:	**Monday, May 11th, 2026**	**@ 4:00pm**
Regular Town Board Meeting:	**Tuesday, May 19th , 2026**	**@ 7:00pm**

On a motion made by Councilmember **Malone,** seconded by Councilmember **Cunningham,** the Regular Town Board Meeting was adjourned at 8:19pm.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,

Latasha Elder

Latasha Elder, Town Clerk

Resolution No. 2026 - _____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION ENACTING A LOCAL LAW TO AMEND TOWN CODE CHAPTER 235 REGARDING THE RIVER HARBOR DISTRICT

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of May 2026, at 4:00 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, a proposed local law was introduced in the form attached hereto as Exhibit A, which would amend Chapter 235 – River Harbor Zoning District to amend the local law to allow cannabis facilities as a permitted use within the River Harbor Zoning District and the proposed amended local law is attached hereto as Exhibit A ("the Proposed Law"); and

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

WHEREAS, the Town Board called for a public hearing to be held on May 19, 2026, at 7:35pm; 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 May 19, 2026, at 7:35pm, to hear all persons interested in the Proposed Local Law; and

WHEREAS, the Town Board received a written copy of the Proposed Local 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 regulation (collectively "SEQRA), the enactment of the Proposed Law is classified as a Type II Action pursuant to 6 NYCRR §617(c) (33) ('Adoption of regulations, policies, procedures and local legislative decisions in connections 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. ___ of 2026, amending Chapter 235, River Harbor Zoning District of the Town Code, a copy of which is attached hereto and made a part hereof.

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	____

EXHIBIT A

TOWN OF IRONDEQUOIT LOCAL LAW NO. __ OF 2026
AMENDMENTS TO THE TOWN CODE
TO PERMIT CANNABIS FACILITIES IN
THE RIVER HARBOR (RH) DISTRICT

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

Section 1. Title.

The Town Board of the Town of Irondequoit does hereby enact certain technical amendments of Chapter 235 (Zoning) of the Irondequoit Town Code to permit cannabis retail dispensaries and on-site cannabis consumption facilities within the River Harbor (RH) District, which shall be titled, "Amendments to the Town Code to Permit Cannabis Facilities in the River Harbor (RH) District."

Section 2. Authorization, Purpose and Intent.

The Town Board is authorized by the New York Cannabis Law to impose permissible time, place, and manner restrictions on the location of Cannabis Facilities within the Town of Irondequoit. The New York State Office of Cannabis Management recently promulgated regulations that preempt certain time, place, and manner restrictions. As a result of those regulations, the Town Board enacted Local Law No. ___ of 2026, to bring the Town's restrictions into compliance with the new regulations. Presently, cannabis retail dispensaries and on-site cannabis consumption facilities are only allowed within the Manufacturing (M) District. The Town Board is concerned that permitting cannabis facilities in only one district may not be consistent with the permissible time, place, and manner restrictions. The Town has considered whether cannabis facilities may be suitable for other zoning districts and has determined that such facilities would be suitable in the River Harbor (RH) District. Permitting the sale of cannabis in the River Harbor district would allow for locations outside of the East Ridge Road corridor and would also have the least amount of impact on any adjacent or nearby residential properties. Therefore, this local law will amend Chapter 235 (Zoning) of the Irondequoit Town Code to permit cannabis retail dispensaries and on-site cannabis consumption facilities to be located within the River Harbor (RH) District.

Section 3. Amendments to Chapter 235. Chapter 235 (Zoning) of the Code of the Town of Irondequoit, is hereby amended as follows:

A. Section 235-152(A) is amended to renumber paragraph (22) to (24) and add new paragraphs (22) and (23) as follows:

(22) Cannabis retail dispensary.

(23) On-site cannabis consumption facility.

B. Section 235-152(B) is deleted and repealed in its entirety.

C. Section 235-152(C) is re-lettered as Section 235-152(B).

D. Section 235-90(A)(2) is repealed and replaced with the following language:

> Except as otherwise provided for in this article with respect to the authority of the Town of Irondequoit Planning Board to issue special use permits within the Waterfront Development (WD), LaSalles Landing (LLD), and for cannabis facilities in the Manufacturing (M) District and the River Harbor (RH) District, the Irondequoit Town Board shall issue all other special use permits required under this zoning law.

E. The introductory paragraph of Section 235-90(C) is repealed and replaced with the following language:

> Cannabis facilities. The Town of Irondequoit Planning Board, in accordance with the provisions of § 274-b of New York Town Law, as amended or changed, shall have the authority to issue special use permits for cannabis retail dispensaries and on-site cannabis consumption facilities within the Manufacturing (M) District and the River Harbor (RH) District prior to the issuance of any building permits. Such facilities must comply with the following requirements.

F. Section 235-90(C)(3)(a) as amended by Local Law No. ___ of 2026, is repealed and replaced with the following:

(a) Cannabis facilities shall be allowed with a special use permit only in the M Manufacturing District and the RH River Harbor District.

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 THE IRONDEQUOIT 2026 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York, held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of May, 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 of Irondequoit is a Community Development entitlement community and, as such, receives an annual block grant from the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the Town anticipates a block grant award from HUD for the 2026 Community Development Block Grant Program, which will begin August 1, 2026, and end on July 31, 2027, in an estimated amount of $880,936; and

WHEREAS, the Town has prepared a proposed Community Development Block Grant Program in anticipation of receiving HUD funding for its 2026 program year and contingency plans should the award be lower or higher than estimated; and

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

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

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

WHEREAS, the Town, in accordance with program regulations and its Citizen Participation Plan, has provided its residents with the opportunity to review and comment upon the Irondequoit Proposed Community Development Block Grant Program at a public hearing held at the regular meeting of the Town Board on May 19, 2026.

NOW THEREFORE, BE IT RESOLVED, that the Town Board authorizes the adoption of the Irondequoit 2026 Community Development Block Grant Program and authorizes the Supervisor to execute and deliver such documentation as necessary to submit the Irondequoit 2026 Community Development Block Grant Program to HUD for that agency's review, and to submit such additional information as may be required by HUD.

AND BE IT FURTHER RESOLVED, that the Town Supervisor, or his designee, is authorized to accept Community Development Block Grant Program funds estimated at $880,936, and to execute contracts and any amendments with HUD for the period of August 1, 2026 through July 31, 2027, subject to HUD approval of the submission.

This resolution shall take effect immediately upon its adoption.

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

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

						Allocation of	HUD Allocation		Allocation based on Amount					
			2025-2026	2026-2027	2026-2027	2026-2027	Increased		Projected for 2026-27					
Project / Program		Sponsor	Budget	Amount	Management	HUD Grant Award	Amount							
		Agency	Allocation	Requested	Recommendation	Committee Review			percentage,		percentage,			
									each project		by category	REQUESTS		
Home Improvement Program		Town	**372,187**	400,000	370,000		**370,000**		42.0%		44.5%	Housing Improvements	400,000	
											30.7%	Community Service programs	259,730	
Comprehensive Housing Counselling	8676-4809	Housing Council	**27,135**	36,000	27,000		27,000		3.1%		32.1%	Public Infrastructure	288,651	
											8.9%	Administration (incl Planning)	80,000	
Life in Irondequoit, Elder Care Program	8676-4810	Cath Fam. Ctr.	**27,000**	27,000	27,000		27,000		3.1%		**116.2%**	**TOTAL REQUESTS**	**1,028,381**	
Home Safe Home for Seniors	8676-4816	Lifespan	**15,000**	18,000	15,000		15,000		1.7%					
Street Resurfacing	8662-2319	Town DPW	**200,000**	215,000	215,000		215,000		24.4%		by category	MGT REC		
											42.0%	Housing Improvements	370,000	
Sidewalk Repairs/Replacement	8662-2018	Town DPW	**100,000**	100,000	***100,000***		***100,000***		11.4%		14.9%	Community Service programs	124,000	
											38.2%	Public Infrastructure	336,936	
Street Tree Planting	8662-2024	Town DPW	**50,000**	40,000	21,936		21,936		2.5%		5.7%	Administration (incl Planning)	50,000	
											100.8%	**TOTAL MGT REC**	**880,936**	
Senior Transportation Program	8676-4823	Lifespan	**32,954**	33,651	30,000		30,000		3.4%					
Irond.Community Cupboard Healthy Eating Prog.	8676-4828	Irond.Comm. Cupboard	**25,045**	25,000	25,000		25,000		2.8%					
Administration / Contingency		Town	**50,000**	80,000	50,000		50,000		5.7%					
Boost & Learn		Upwards Care		53,730	0		0		0.0%					
NOTE: Total Services Programs $	**Total**		**899,321**	1,028,381	880,936	0	**880,936**		**100%**		by category	Final Allocation		
124,000											42.0%	Housing Improvements	370,000	
Admin / Plng / Contingency $	Total Grant Allowance 2025-2026		899,321				**880,936**				14.9%	Community Service programs	124,000	
0	Total Budget Target 2026-27			899,321	880,936	880,936	880,936				38.2%	Public Infrastructure	336,936	
$880,936 Allocation											5.7%	Administration (incl Planning)	50,000	
830,936	Decr / incr (-) from 2025-26 Bgt Target		0	-129,060	899,321	899,321	**0**				**100.8%**	**TOTAL FINAL ALLOCATION**	**880,936**	
14.92%	Decr / incr (-) from 2025-26 Budget			0	-18,385	-18,385	**-18,385**							

Resolution No. 2026-_____

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING INCREASE IN STANDARD TOWING FEE

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of May 2026, at 4:00 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, pursuant to §1-18 of the Town Code of the Town of Irondequoit, the Chief of Police may, in the performance of his duty under all Town ordinances and local laws, establish various fee schedules or charges subject to Town Board approval; and

WHEREAS, the Chief of Police has reviewed towing fees, which were last increased in 2025, and reviewed other towing fees in Monroe County and the rise of gasoline increases; and

WHEREAS, based on his review, the Chief of Police recommends the following towing fee increase on standard towing only:

$170.00 for standard towing of all vehicles
$55.00 for winching and recovery
$40.00 for vehicle storage per day

NOW, THEREFORE, BE RESOLVED, that the Town Board hereby approves the following standard towing fee pursuant to Irondequoit Code §1-18:

$170.00 for standard towing of all vehicles
$55.00 for winching and recovery
$40.00 for vehicle storage per day

This resolution shall take effect on June 1, 2026.

Seconded by the 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 A MEETING OF THE TOWN BOARD APPROVING A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH MONROE COUNTY DIVISION OF SOCIAL SERVICES, ROCHESTER WORKS AND THE TOWN OF IRONDEQUOIT

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York on the 19th day of May 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, pursuant to resolution 2024-084 the County of Monroe ("County"), Rochester Works, and the Town of Irondequoit ("Town") entered into an Intermunicipal Agreement in regards to a job training program; and

WHEREAS, the County has entered into a contract with Rochester Works to place and manage public benefit recipients in work experience activities and to develop Skills, Training and Experience Program (STEP) opportunities in the community of which a copy is attached in Exhibit "A"; and

WHEREAS, the Town of Irondequoit, Department of Public Works is a location where participants in the STEP program would learn skills; and

WHEREAS, this program bares no cost to the Town of Irondequoit; and

WHEREAS, Rochester Works and Monroe County desire to renew this agreement. However, moving forward they prefer the term of the agreement to be from April 7, 2026 through April 7, 2027. This agreement may be renewed in writing upon mutual consent of the parties; and

WHEREAS, this agreement shall remain in effect for the period stated above, unless it is terminated by either party with a sixty (60) day prior notice for any reason or no reason; and

WHEARAS, any person placed with the Town of Irondequoit shall pass a drug test prior to driving a Town vehicle; and

WHEREAS, amendments to this agreement can be made only in writing and duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement.

NOW THEREFORE BE IT RESOLVED that the Town Board authorizes the Supervisor to enter into an Intermunicipal Agreement for the STEP jobs training program with the Monroe County Division of Social Services and Rochester Works;

AND, BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign any other documents necessary.

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”

AGREEMENT WITH

TOWN OF IRONDEQUOIT

Monroe County Division of Social Services

And

RochesterWorks, Inc.

This AGREEMENT, made the 7th day of April, 2026, by and between the MONROE COUNTY DIVISION OF SOCIAL SERVICES (MCDSS), with its principal place of business at 111 Westfall Road, Rochester, New York 14620, hereinafter designated the "Social Services District", and RochesterWorks, Inc., on behalf of the Skills, Training and Experience Program with its principal place of business at 100 College Avenue, Suite 200, Rochester, New York 14607, and 691 St. Paul Street, Rochester, New York 14605.

And Town of Irondequoit, with its principal place of business at 1280 Titus Avenue, Rochester, NY 14617, hereinafter designated the "Sponsor."

WHEREAS, the MCDSS is the local social services district for Monroe County, New York, and is charged with receiving and administering federal Temporary Assistance for Needy Families (TANF) funds, state Safety Net Assistance funds and Supplemental Nutrition Assistance Program (SNAP) Employment and Training (SNAP E&T) funds to be used for work activities in accordance with New York State Social Services Law and its implementing regulations; and

WHEREAS, MCDSS has entered into a contract with RochesterWorks, Inc. to place and manage public benefit recipients in work experience activities and to develop Skills, Training and Experience Program (STEP) opportunities in the community; and

WHEREAS, the Sponsor is a state or federal government institution, a municipality, a public agency, or a public or private nonprofit entity desiring to provide STEP activities for recipients of TANF, Safety Net Assistance, and/or SNAP benefits under an agreement complying with such provision of law and regulations.

Now, therefore, it is agreed as follows:

1. RochesterWorks, Inc., as the MCDSS contracted vendor for the management of the Skills, Training, and Experience Program (STEP), shall assign to the Sponsor recipients of TANF, Safety Net Assistance, and/or SNAP benefits (hereinafter called "interns") to whom the Sponsor shall assign STEP activities in accordance with the provisions of this Agreement and applicable law and regulations.

2. STEP activities shall be performed at the Sponsor's office, or at such other worksite locations mutually agreed upon by both parties in writing.

a. The STEP assignment, however, must serve a useful public purpose in fields such as health, social services, environmental protection, education, urban and rural development, and redevelopment, welfare, recreation, operation of public facilities, public safety, or child day care.
b. Prior to assigning any intern to a work site sponsor, both MCDSS and RochesterWorks, Inc. have reviewed intern-provided information on their work history, interests, skills, abilities, and any potential barriers to employment. This includes review of intern-provided information on criminal background, substance use history, mental and physical health limitations.
c. Every effort is made to match the intern and the work site sponsor agency based on sponsor needs and consideration of the intern's individual circumstances.

3. The assignment of an intern to a work experience activity must not result in:
    a. The displacement of any currently employed employee or loss of job or position, including partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits, or result in the impairment of existing contracts for services or collective bargaining agreements;
    b. The assignment of an intern to a work experience activity when an employee is on layoff from the same or any equivalent position, or the sponsor has terminated the employment of any regular employee or otherwise has reduced its workforce with the effect of filling the resultant functional vacancy with such intern;
    c. Any infringement of the promotional opportunities of the sponsor's employees;
    d. The performance, by such intern, of a substantial portion of work ordinarily and actually performed by regular employees; or
    e. The loss of a bargaining unit position as a result of the STEP intern performing, in part or in whole, the work normally performed by the employee in such position.

4. STEP assignments shall not be made at any worksite at which the regular employees are on a legal strike against the employer or are being subjected to a lock out by the employer.

5. No intern shall be assigned to a STEP activity that conflicts with his or her bona fide religious beliefs.

6. RochesterWorks, Inc. will advise the Sponsor as to the number of mandatory hours for which each intern must participate in work experience activities each month.
    a. An intern may be assigned to STEP activities for a maximum number of hours calculated by dividing his or her public assistance grant and allotment of SNAP benefits, if applicable, by the state or federal minimum wage, whichever is higher.
    b. The limitation of the number of hours of work experience activities to which an intern may be assigned is only a calculation of allowable hours in work experience activity and does not mean that such intern is receiving a wage for the performance of such activities; the intern is not "working off" the grant, but is engaged in work experience activities as an element of his or her plan to become self-sufficient. In no event may an intern be required to work more than forty hours in any week.
    c. Interns are generally placed at a sponsor agency for up to six months. Placements for over six months may be made under exceptional circumstances and only upon agreement of all parties.

7. RochesterWorks, Inc. will advise the Sponsor as to any limitations an intern may have with regards to the nature of STEP activities in which they may participate; interns will be required to perform only those activities that are within their physical capabilities.

8. The Sponsor will maintain and provide to RochesterWorks, Inc. time records with respect to each intern and shall ensure that such time records are adequate to meet the needs of both RochesterWorks, Inc. and MCDSS. Such time records will include the Sponsor's name and address, the intern's name, the hours during which the intern participated in work experience activities, and the period covered by the report. The Sponsor will notify RochesterWorks, Inc. if an intern refuses and/or fails to perform assigned work experience activities.

9. The Sponsor warrants that it will not discriminate on the grounds of age, race, color, religion, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity of expression, or any other characteristic protected by federal, state or local laws.

10. Interns shall not be required to travel an unreasonable distance from their homes (generally a round trip lasting more than two hours) or to remain away from their home overnight for the purpose of participating in work experience activities.

11. The Sponsor shall promptly notify RochesterWorks, Inc. of an intern's absence (whether for illness or otherwise), except when such absence is on a preplanned basis approved by RochesterWorks, Inc. or MCDSS. Such notification shall include prompt telephone notice to RochesterWorks, Inc., followed by written confirmation if requested. Additionally, the Sponsor shall report to RochesterWorks, Inc. any injury to or illness of any intern.

12. The Sponsor shall provide adequate supervision to the intern.
    a. Interns must always have on-site supervision from the work site sponsor agency.
    b. The sponsor will review the performance and attitude of all interns with a representative of RochesterWorks, Inc. at regular and mutually convenient intervals.
    c. The sponsor will provide RochesterWorks, Inc. with an organizational chart that clearly outlines the supervision and reporting structure for interns placed with the sponsor.

13. The Sponsor will establish and maintain appropriate standards of health, safety, and other work conditions to ensure that interns are adequately protected against hazards or activities that may affect adversely their health or safety. Such standards shall meet or exceed those required by public employee safety and health standards as established in New York State Labor Law § 27-a.

14. MCDSS will provide transportation or will meet the cost of transportation, provide necessary allowance for childcare, and provide other supportive services as may be required by interns.

15. The Sponsor shall provide any special clothing, specific tools or equipment that may be required for the intern to perform work experience activities.

16. Interns may be required to operate a motor vehicle while executing work experience activities. If so, the sponsor shall provide the motor vehicle and also shall provide adequate liability insurance

for such motor vehicle which shall cover the intern who will be operating the vehicle. Only properly licensed interns may be assigned such work experience activities.

17. The Sponsor may terminate the work experience activities of any intern. The Sponsor shall promptly furnish RochesterWorks, Inc. with a written evaluation, content, and format as provided by RochesterWorks, Inc., of the intern's performance and the reason for the termination.

18. The Sponsor may offer full-time paid employment to any intern, provided the Sponsor furnishes to RochesterWorks, Inc. and MCDSS written notice of such offer and the intern's acceptance or rejection thereof, including details as to the job description, wages, and date of employment.
    a. The sponsor agency may be eligible for wage subsidy/diversion programs operated by MCDSS and RochesterWorks, Inc., including on the job training (OJT) funds and Transitional Employment Advancement Program (TEAP).
    b. Sponsors interested in OJT or TEAP must contact RochesterWorks, Inc. and MCDSS in writing to determine the intern's eligibility for the wage subsidy program PRIOR to the intern starting paid employment.
    c. Eligibility determinations for OJT and TEAP are the sole responsibility of MCDSS and RochesterWorks, Inc. Sponsors will be notified of approval or denial of request for OJT or TEAP funding in writing by RochesterWorks, Inc. within six (6) days of receiving the written request.

19. Confidentiality regulations generally prohibit MCDSS and/or RochesterWorks, Inc. from disclosing any personal or case-related information about the intern to the work site sponsor.

20. <u>INDEMNIFICIATION</u>

    RochesterWorks, Inc. shall defend, indemnify and save harmless the Division and the County, its officers, agents, and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the Division and/or the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by RochesterWorks, Inc., its employees, agents or subcontractors, the provision of any products by RochesterWorks, Inc., its employees, agents, or subcontractors, arising from any act, omission or negligence of the Contractor, its employees, agents, or subcontractors, arising from any breach or default by RochesterWorks, Inc., its employees, agents, or subcontractors under the Agreement. Nothing herein is intended to relieve the Division or the County from its own negligence or misfeasance or to assume any such liability for the Division or the County by RochesterWorks, Inc.

21. <u>TERM OF AGREEMENT</u>

    This Agreement shall be for the period April 7, 2026 through April 7, 2027. This agreement may be renewed in writing upon mutual consent of the parties.

22. TERMINATION OF AGREEMENT

This Agreement shall remain in effect for the period specified above, unless it is terminated by either party hereto, at any time upon sixty (60) days prior written notice to the other party for any reason, or for no reason.

23. AMENDMENTS TO AGREEMENT

This Agreement may be modified or amended only in writing and duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement.

In witness thereof, the parties have executed this agreement on the dates noted below.

By: _____

Commissioner, Monroe County Division of Social Services

Date: _____

By: _____

RochesterWorks, Inc., Executive Director

Date: _____

By: _____

Town of Irondequoit

Date: _____

Resolution No. 2026

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD AUTHORIZING THE CALLING OF A PUBLIC HEARING

In the MATTER OF CONSOLIDATED SANITARY SEWER DISTRICT EXTENSION

628 Seneca Road TAX ACCOUNT NO. 077.12-1-12

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of May 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 & Moran,PC Attorney for the Town

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

WHEREAS, a written application request dated May 7, 2026, has been presented to and filed with the Town Board of the Town of Irondequoit, wherein an extension is proposed to the Consolidated Sanitary Sewer District to include 628 Seneca Road described in "Schedule A"; and

WHEREAS, all applicable taxes shall be assigned, levied and collected from the applicant for operation and maintenance of said sanitary sewer district extension; and

WHEREAS, the Town Board found, ordered and determined that the said request dated May 7, 2026, for the extension to the Consolidated Sanitary Sewer District to include 628 Seneca Road is sufficient for the calling of a public hearing; and

WHEREAS, the Town Board has heretofore adopted an order relating to the filing of said request and other matters, and the specified time when and place where said Board would meet to consider that said request and to hear all persons interested in the subject hereof.

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby schedules a public hearing for the extension of the Consolidated Sanitary Sewer District to include 628 Seneca Road for **June 16th at 7:35pm**.

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	Cunning	voting
Town Supervisor	Perticone	voting

Schedule “A”

PETITION

In the Matter of the Extension of the Consolidated Sanitary Sewer District of the Town of Irondequoit to Include Premises Known As

Property Address: 628 Seneca Rd

TO THE TOWN BOARD OF THE TOWN OF IRONDEQUOIT:

The undersigned, being the owner(s) of the taxable real property situate in the proposed extension of the Consolidated Sanitary Sewer District in the area hereinafter more fully described and owning in the aggregate more than one-half of the assessed valuation of all the taxable real property of said proposed extension as shown upon the latest completed assessment roll of the Town of Irondequoit, including the resident owners, according to the latest completed assessment roll, do hereby petition the Town Board of the Town of Irondequoit to extend the Consolidated Sanitary Sewer District in the territory hereinafter described, which is located in the Town of Irondequoit, Monroe County, New York, outside of any incorporated village or city and wholly within the said Town of Irondequoit to be known as (property address) 628 Seneca Rd, an extension of the Town of Irondequoit's Consolidated Sanitary Sewer District.

Upon receipt of Town of Irondequoit Town Board approval, this extension will be known as the (property address) 628 Seneca Road an Extension to the Town of Irondequoit Consolidated Sanitary Sewer District, to be numbered by the Town Board.

Attached hereto as Schedule B is a map and plan showing the boundaries of the proposed Extension to the Consolidated Sanitary Sewer District in the above described areas and the proposed construction of such sanitary sewer system therein, that said map and plan have been prepared by the Town of Irondequoit.

Pursuant to the provisions of the Town Law of the State of New York, as amended, the expense of said Extension and of the maintenance thereof in the territory herein described shall be assessed, levied and collected from year to year from the several lots and parcels of land within the said Extension in proportion as nearly may be to the benefit which each lot or parcel of land in said extension will derive therefrom.

The total assessed valuation of all property in the proposed Extension to the Consolidated Sanitary Sewer District according to the latest completed assessment roll of the Town of Irondequoit is Four Hundred Ninety Five thousand and No/100 Dollars ($495,000.00).

The sewer system as constructed is said area, together with any necessary easements, will be acquired by the proposed extension by conveyance thereof to the Extension without expense to the said sewer district extension, and the several subscribers to this petition hereby transfer to the Consolidated Sanitary Sewer District all their right, title and interest in and to such sewer system and appurtenances.

The maximum amount proposed to be expended for the establishment of such improvement and the construction of the Extension to said district, including the cost of land and rights in the land by the Consolidated Sanitary Sewer District, is Zero and No/100 Dollars ($0.00).

IN WITNESS WHEREOF, the undersigned have duly signed and set opposite their names the assessed value of real property owned in the area comprising said Extension according to the latest completed assessment roll, to wit: the assessment roll for the year 2017.

Date	**Signature & Address**	**Assessed Value**	**Tax Account No.**
5/7/2026	D Beebe 628 Seneca Rd, Rochester, NY 14622	$495,000.00	077.12-1-12
5/7/2026	Margaret A Kuhn 628 Seneca Rd, Rochester, NY 14622	$495,000.00	077.12-1-12

[Use the following if signature(s) above are NOT WITNESSED by notary public]

I, Ann Doeller, state that I reside in the Town of Irondequoit, State of New York and that each of those individuals whose names are subscribes to this Petition sheet containing 2 number of signatures subscribed the same in my presence and identified himself/herself to the individual who signed this petition.

Ann C. Doeller
Witness

[Use the following if signature(s) above ARE witnessed by notary public]

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the _____ day of _____ 20__, before me, the undersigned, personally appeared **Daniel E. Keefe** 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/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the _____ day of _____ 20__, before me, the undersigned, personally appeared **Margaret W. Keefe** 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/she executed the same in his/her capacity and that by his/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 APPLICATION FOR FUNDING THROUGH THE NEW YORK PLACES FOR LEARNING, ACTIVITY, AND YOUTH SOCIALIZATION (NY PLAYS) INITITATIVE

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of May, 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 Dormitory Authority of the State of New York (DASNY), in coordination with the New York State Office of Parks, Recreation and Historic Preservation (OPRHP), administers the **New York places for Learning, Activity, and Youth Socialization (NY PLAYS) Initiative,** a competitive grant program supporting the design, construction, expansion, and renovation of public playgrounds across New York State; and

WHEREAS, the NY PLAYS initiative provides grants ranging from $100,000 to $2,500,000 for eligible playground projects that promote youth physical activity, outdoor recreation, and community wellness; and

WHEREAS, municipalities applying for the NY PLAYS Initiative must demonstrate project readiness, planning efforts, and local support as part of the application evaluation process; and

WHEREAS, the **Town of Irondequoit** has identified the need to enhance recreational opportunities and playground facilities for residents and youth within the community; and

WHEREAS, **Town of Irondequoit** desires to submit an application to the NY PLAYS Initiative for funding assistance for the **Pardee Road Tot Lot Playground Project**; and

WHEREAS, the governing body of the **Town of Irondequoit** supports the development and implementation of this project and acknowledges the planning efforts undertaken to advance the project concept; and

NOW THEREFORE BE IT RESOLVED, that the **Town Board of the Town of Irondequoit** hereby authorizes the submission of an application to the New York Places for Learning, Activity, and Youth Socialization (NY PLAYS) Initiative for funding assistance for the Pardee Road Tot Lot Playground Project; and

AND, BE IT FURTHER RESOLVED THAT, the **Irondequoit Town Supervisor** is hereby authorized and directed to execute and submit all necessary documents, forms, and certifications required to apply for and administer NY PLAYS grand funding; and

BE IT FURTHER RESOLVED that the **Town Board of the Town of Irondequoit** acknowledges its responsibility to comply with all applicable program requirements should the project be awarded funding.

This resolution shall take effect immediately upon its adoption.

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

Town Board Member	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 LOCAL MATCH FOR NY PLAYS GRANT APPLICATION

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of May, 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 of Irondequoit intends to submit an application to the **New York Places for Learning, Activity, and Youth Socialization (NY PLAYS) Initiative,** administered by the Dormitory Authority of the State of New York (DASNY); and

WHEREAS, the NY PLAYS initiative requires applicants to provide a **minimum 20 percent local match toward total project costs** for any grant award received; and

WHEREAS, the proposed Pardee Tot Lot Playground Project will improve access to safe, inclusive, and engaging outdoor recreation opportunities for residents and visitors; and

WHEREAS, the Town of Irondequoit recognized the importance of investing in high-quality park and playground infrastructure to support youth development, physical activity, and community well-being; and

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Irondequoit hereby commits to providing the required local match for the proposed Pardee Tot Lot Playground Project should funding be awarded through the NY PLAYS Initiative; and

AND, BE IT FURTHER RESOLVED THAT, the **Town Board of the Town of Irondequoit** commits to providing a minimum local match in the amount of $160,000 which represents at least twenty percent (20%) of the total project cost associated with the NY PLAYS application, and any additional costs deemed ineligible under the NY PLAYS guidance yet necessary to complete the project; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Irondequoit authorized the appropriate municipal officials to allocate and secure these funds through municipal budget appropriations, capital funds, grants, donations, or other eligible funding sources in accordance with program requirements.

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 A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE SUPERVISOR TO AMEND AND ENTER INTO VARIOUS CONTRACTS WITH VENDORS FOR YOUTH, FAMILY, ADULT, GROUP EXERCISE AND SENIOR RECREATIONAL PROGRAMMING FOR 2026

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York, held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of May 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, pursuant to Town Board Resolution 2026-072, adopted at the workshop Town Board meeting on February 9, 2026, the Town Board authorized the Supervisor to enter into contracts with vendors to provide Youth, Family, Adult, Group Exercise, and Senior recreational programs as specified in **Attachment A** hereto; and

WHEREAS, an update was made to add instructors as indicated in **Addendum "B"** hereto.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby replaces Addendum "A" of Resolution 2026-072 with **Addendum "B"** of this Resolution.

AND BE IT FURTHER RESOLVED THAT, the Town Board authorizes the Supervisor to enter into revised contracts with the vendors in **Addendum "B,"** in such form as approved by the Attorney for the Town.

This resolution shall take effect immediately upon its adoption.

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

UPON VOTING:

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

ATTACHMENT "A"
February 9, 2026

Instructor Name	Rate of Pay	Type of Class
Jesse Bronson	$30/class date	Group Exercise
Amy Cuomo-Oberst	$37/class date	Group Exercise
Michelle Hensel	$35/class date	Group Exercise
Anja Jabs-Devins	$42/class date	Group Exercise
Carol Lang	$40/class date	Group Exercise
Tara McKee	70% of fees	Youth Dance
Dave Nicchetta/Strike Back Martial Arts	80% of fees	Inclusive Martial Arts
Carole Nier	$30/class date	Group Exercise
Sue Piccirilli	$30/class date	Group Exercise
James Reaves	70% of fees	Basketball Classes
Lisa Rice	$35/class date	Group Exercise
Samantha Richards	$37/class date	Group Exercise
Rebecca Watro	$35/class date	Group Exercise

ATTACHMENT "B"
May 11, 2026

Instructor Name	Rate of Pay	Type of Class
Jesse Bronson	$30/class date	Group Exercise
Amy Cuomo-Oberst	$37/class date	Group Exercise
Michelle Hensel	$35/class date	Group Exercise
Anja Jabs-Devins	$42/class date	Group Exercise
Carol Lang	$40/class date	Group Exercise
Tara McKee	70% of fees	Youth Dance
Glenda Miller	$32/class date	Group Exercise
Dave Nicchetta/Strike Back Martial Arts	80% of fees	Inclusive Martial Arts
Carole Nier	$30/class date	Group Exercise
Sue Piccirilli	$30/class date	Group Exercise
James Reaves	70% of fees	Basketball Classes
Lisa Rice	$35/class date	Group Exercise
Samantha Richards	$37/class date	Group Exercise
Rebecca Watro	$35/class date	Group Exercise

Resolution No. 2026-_____

EXTRACT OF THE MINUTES OF A WORKSHOP MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING SUPERVISOR TO ENTER INTO AGREEMENT WITH GREENFINCH INTERPRETING

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of May 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 of Irondequoit desires to enter into a Terms of Service Agreement with Greenfinch Interpreting to provide American Sign Language (ASL) interpreting services to the Irondequoit Recreation Department, as set forth in Addendum A attached hereto and made a part hereof; and

WHEREAS, funds for such services have been duly appropriated in accounts A1714049 541200 and A1714063 541200;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Town Supervisor to execute a Terms of Service Agreement with Greenfinch Interpreting, in accordance with Addendum A; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon its adoption.

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

UPON VOTING:

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

Addendum A
May 19, 2026

Terms of Service

This is an agreement between Greenfinch Interpreting and Irondequoit Recreation:

Standard rate

- Hourly jobs will be billed at $65/hr per interpreter with a 2-hour minimum.
- Special events will be billed at a flat rate (negotiated at the time of request).
- A $5/hr differential will be added to the initial rate per interpreter for non-business hours (5:00pm–7:00am) and weekend requests.

Emergency rate

- Any requests made 24 hours or less in advance will be billed an additional $15/hr per interpreter, should they choose to accept.

Industry Standard

- Any job over 1 hour must have at least 2 interpreters, unless the nature of the job does not require it (to be determined by Greenfinch Interpreting).

Cancellation policy

- Jobs will be billed in full if cancelled by Irondequoit Rec within 24 hours of the start time.
- If the client is not present and there has been no communication regarding their presence, the interpreter will wait for 30 minutes before deeming it a 'no-show' and billing the job in full.

Payment

- Net 30. Any payments received after 30 days will be subject to a 10% fee.
- An outstanding balance over 60 days from the invoice submission date or two consecutive late payments will result in the termination of this contract.

Signatures

Town of Irondequoit	**Greenfinch Interpreting**
_____	_____
Signature	*Signature*
_____	_____
John Perticone, Town Supervisor	*Representative Name & Title*
_____	_____
Date	*Date*

Resolution No. 2026-_____

EXTRACT OF THE MINUTES OF A WORKSHOP MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING SUPERVISOR TO ENTER INTO CONTRACTS FOR JULY 4TH FESTIVAL

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of May 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, Town Board Resolution No. 2025-231, authorized the Supervisor to enter into agreements for 2026 Special Events with final approval and/or ratification by the Town Board; and

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

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

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

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

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

This resolution shall take effect immediately upon its adoption.

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

UPON VOTING:

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

ADDENDUM "A"
4TH of JULY CELEBRATION VENDORS –2026
May 19, 2026

VENDOR/ENTERTAINER	SERVICE PROVIDED	VENDOR COMPENSATION
Uptown Groove	Entertainer	$2,500
Adventures In Climbing	West Lawn Family Activities	$3,530
McCarthy Tents & Events	Tent Rental	$13,253
Reliable Onsite Services	Restrooms	$4,850

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

Status: Reservation
Contract #: 59560-1

Event Beg: Fri 7/ 3/2026 8:00AM
Event End: Sat 7/ 4/2026 11:00PM
Operator: LIZ BEAGAN
Terms: NET 30

Customer #: 6042

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

1280 TITUS AVE
ROCHESTER, NY 14617

Job Descr: 4TH OF JULY CELEBRATION - TENTS/STAGE
PO #: SO# 59561

Ordered By: CAITLYN BAILEY 585 694-8377

Delivery Tue 6/30/2026 8:00AM - 8:00PM
SHANNON GRIEVE 585-576-3096
1280 TITUS AVE
ROCHESTER, NY 14617

Pickup Sun 7/ 5/2026 8:00AM - 8:00PM
SHANNON GRIEVE 585-576-3096
1280 TITUS AVE
ROCHESTER, NY 14617

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

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

Qty	Items Rented	Each	Price
1	60'X130'X8' POLE TENT	$8,970.00	$8,970.00
1	20'X20' HIGH PEAK TRACK FRAME WHAT SURFACE IS THE TENT GOING ON?: GOING ON TOP OF STAGE - STAKED INTO GRASS	$525.00	$525.00
1	8'X20' SOLID SIDEWALL, JT 20' SIDEWALL FOR 20'X20'	$85.00	$85.00
3	8'X20' WINDOW SIDEWALL FOR 60" SIDE FOR 60'X130'	$75.00	$225.00
2	FIRE EXTINGUISHER	$50.00	$100.00
2	FIRE EXTINGUISHER, STAND	$25.00	$50.00
2	EXIT SIGN, LIT	$60.00	$120.00
2	EXTENSION CORD, FOR EXIT SIGN	$15.00	$30.00
1	24'X24'X2' STAGE, STAGING CONCEPTS NO STAGE SKIRT NEEDED	$1,728.00	$1,728.00
1	2' STEP WITH HANDRAILS	$75.00	$75.00
1	DELIVERY, 14617 SET DELIVERY FEE	$300.00	$300.00
150	ASPHALT HOLE PLUG	$3.00	$450.00

****THIS IS A RESERVATION + CONTRACT****

Rental Contract

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

Signature:

TOWN OF IRONDEQUOIT

Rental:	**$11,908.00**
Sales:	**$450.00**
Delivery Charge:	**$300.00**
Subtotal:	**$12,658.00**
Total:	**$12,658.00**
Paid:	**$0.00**
Amount Due:	**$12,658.00**

Modification #4

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

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

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

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

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

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

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

LESSEE ACKNOWLEDGES THAT A LARGE-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE Copyright © EquipmentRentalContracts.com, LLC. All rights reserved. Unauthorized reproduction and/or distribution expressly prohibited.

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

Status: Reservation
Contract #: 59561-1

Event Beg: Sat 7/ 4/2026 9:00AM
Event End: Sat 7/ 4/2026 11:00PM
Operator: LIZ BEAGAN
Terms: NET 30

Customer #: 6042

TOWN OF IRONDEQUOIT
Phone 585-336-6070

1280 TITUS AVE
ROCHESTER, NY 14617

Job Descr: 4TH OF JULY CELEBRATION - FURNITURE
PO #: SO# 59560

Ordered By: SHANNA BUTLER 585 336-6073

Delivery Tue 6/30/2026 8:00AM - 8:00PM
SHANNON GRIEVE 585-576-3096
1280 TITUS AVE
ROCHESTER, NY 14617

Pickup Sun 7/ 5/2026 8:00AM - 8:00PM
SHANNON GRIEVE 585-576-3096
1280 TITUS AVE
ROCHESTER, NY 14617

Qty	Items Rented	Each	Price
30	COCKTAIL TABLE, WHITE, 32"X42" HIGH RND SETUP/TAKEDOWN IS OPTIONAL FOR AN ADDITIONAL FEE.	$15.50	$465.00
10	TRASH RECEPTACLE, CARDBOARD (DISPOSABLE) 1 GARBAGE BAG PER RECEPTACLE IS INCLUDED - MCCARTHY TENTS & EVENT IS NOT RESPONSIBLE FOR THE DISPOSAL/REMOVAL OF GARBAGE.	$13.00	$130.00
1	DELIVERY, 14517 SET DELIVERY FEE ON ORDER# 59560	$0.00	$0.00

THIS IS A RESERVATION + CONTRACT

Rental Contract

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

Signature:

TOWN OF IRONDEQUOIT

Rental:	**$465.00**
Sales:	**$130.00**
Subtotal:	**$595.00**
Total:	**$595.00**
Paid:	**$0.00**
Amount Due:	**$595.00**

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

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

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

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

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

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

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

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TOWN OF IRONDEQUOIT
INDEPENDENT CONTRACTOR'S AGREEMENT
PERFORMANCE - 4TH OF JULY CELEBRATION

THIS AGREEMENT ("Agreement") is made and entered into as of **May 8, 2026,** (the "Effective Date") by and between the **TOWN OF IRONDEQUOIT**, with its principal office and place of business at Town Hall, 1280 Titus Avenue, Rochester, New York 14617 (hereinafter referred to as the "Town" or "Presenter") and **Uptown Groove** having his principal place of business at **2821 Elmwood Ave., Rochester, NY 14618** (hereinafter referred to as the ("Independent Contractor" or "Performer").

WHEREAS, the Town is a municipal corporation that facilitates the provision of certain services and programs to Town residents; and

WHEREAS, the Performer desires to provide **MUSICAL ENTERTAINMENT** at the Town's **2026 4TH OF JULY CELEBRATION** (the "Event"), and has affirmatively represented that it is qualified to do so;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1. Scope of Services.

The Town hereby engages the Performer to provide **MUSICAL ENTERTAINMENT** ("Services"), subject to the terms and conditions of this Agreement, during the Event. The Performer agrees to supply the Town with the Service pursuant to the following schedule:

DATE	TIME	LENGTH OF PERFORMANCE	LOCATION	COMPENSATION	SCHEDULE
JULY 3, 2026	7:00pm – 11:00pm	4.0 HOURS	Irondequoit Town Hall 1280 Titus Ave	$2,500	Play 7:00-8:00pm Break 8:00 – 8:30pm Play 8:30 – 9:30pm Break 9:30 – 10:00pm Play 10:00 – 11:00pm

2. Term and Termination. This Agreement shall be in full force and effect from the Effective Date through **JULY 4, 2026,** The Town reserves the right to terminate the contract in the event that any natural or man-made emergency or Act of God (including but not limited to inclement weather) makes it impracticable to conduct the Event.

3. Payment.

a. The total compensation for the Services shall be paid by one check, payable to Performer, after the completion of the Services. There shall be no deposit at the time of contract. Payments will be received, audited, and paid in accordance with Town of Irondequoit policy in effect at the time of billing. In addition, if the Performer has borrowed or used any Town equipment, the return of all Town equipment, undamaged, is required prior to payment. _____ (initials).

b. In the performance of the work, duties and obligations undertaken by Performer under this Agreement, it is mutually understood and agreed that Performer is at all times acting and performing as an independent contractor. As an independent contractor, Performer agrees and understands that he/she/they/it is not entitled to

any other benefits and privileges established for Town employees agents or subcontractors, such as life, accident or health insurance, vacation and sick leave with pay, paid holidays, or severance pay upon termination of this Agreement for any reason. In accordance with Performer's independent contractor status, payments to Performer shall not constitute wages/salary and therefore, no amounts shall be deducted for federal and State employment, Social Security or other taxes or employee benefit claims. Performer shall be individually responsible for filing and paying his/her own self-employment and withholding taxes.

4. **Independent Contractor's Duties and Obligations**. The Performer shall:

a. Devote his/her/their/its attention and best efforts to offer, promote and provide performances described herein in accordance with the provisions of this Agreement;

b. Provide all personnel necessary to perform the Services set forth in this Agreement. Any failure or inability of any person, due to illness or otherwise, shall be the responsibility of the Performer and the Performer shall, at its expense, take such measures as are necessary to insure that the Services are provided. Employees of the Performer, if any, shall comply with all provisions of this Agreement imposed on the Performer;

c. Have sole responsibility for the health, safety, and welfare of its employees, agents and all other persons performing any of the Services. At all times while performing Services at a Town location, Performer, as well as its employees, agents and all other persons performing any of the Services, will also comply with all applicable federal, New York State and Town of Irondequoit health, safety, security and environmental laws, regulations, procedures, policies and guidelines;

d. Provide all equipment and materials necessary to provide the Services, except for those within the jurisdiction of the Town's sound engineering contractor (if applicable). Any failure of Performer's equipment or materials shall be the responsibility of the Performer, and the Performer shall, at its expense, take such measures as are necessary to ensure that the Services are provided;

e. Provide for, secure, and/or be solely responsible for any and all required fees, permits, Workers' Compensation coverage, Unemployment Insurance, Disability Insurance, Social Security contributions, income tax withholding and any other insurance or taxes, including but not limited to federal and state taxes, for any person performing the Services pursuant to this Agreement, including the Performer and any employee of the Performer. Any and all insurance coverage secured by the Performer must comply with the requirements set forth in Addendum B to this Agreement;

f. Not assume or create any obligations expressed or implied on behalf of the Town;

g. Pay all expenses associated with the rendering of services pursuant to this Agreement, except as expressly provided herein. The Town shall not reimburse

any expenses on behalf of the Performer; and

h. Consent and cooperate with promotional activities of the Town, including the Town's right to publish photos, videos and other promotional materials of the Performer, provided that a credit line is given to the Performer.

5. Reports and Records. The Performer agrees that the Town shall, until the expiration of three (3) years after final payment, have access to and the right to examine pertinent books, documents, papers and records of the Performer and of any of the employees or subcontractors engaged in the performance of Services pursuant to the Agreement. This right shall also extend to auditors of the New York State or federal governments conducting audits of Town business.

6. Independent Contractor. Performer agrees to provide professional Services within the parameters established by the Town, but Performer will retain the right to determine the day-to-day methods by which the Services will be performed. However, this shall in no way interfere with the right of Town to determine whether Performer is adequately, and in good faith, discharging his/her duties under this Agreement, nor impair the Town's exclusive rights and discretion over the premises and the Event.

7. Severability. The provisions of this Agreement shall be severable and should any court determine that any part of this Agreement is invalid or unenforceable, such part or portion shall be deemed severed and shall not affect the enforceability of the other provisions hereof.

8. Notices. Each notice, report, demand, waiver, consent and other communication required or permitted to be given hereunder shall be in writing and shall be sent either by registered or certified first-class mail, postage prepaid and return receipt requested, or, with receipt acknowledged by receiver, by facsimile or email, addressed to the authorized agent as follows:

If to Independent Contractor, to:
Uptown Groove
c/o Seth Sealfon
2821 Elmwood Ave.
Rochester, NY 14618

If to the Town, to:
John Perticone, Town Supervisor
1280 Titus Ave
Rochester, New York 14617

Either party may specify in writing, in the manner prescribed above, another address to which subsequent notice to such party shall be given, and the Town Supervisor may designate another officer or agent of the Town of Irondequoit for purposes of notice. Any notice or communication given hereunder shall be deemed to have been given as of the date immediately following the date so mailed; provided, however, that if such following date shall be Saturday, Sunday, or a legal holiday, then the date of the notice shall be the next regular business day. The parties reserve the right to designate other or additional agents upon written notice to the other party which shall be signed by the Authorized Agent of the requesting party.

9. **Compliance with all Laws**. The Performer agrees that during the performance of the work required pursuant to this Agreement, the Performer, and all employees or subcontractors working under the Performer's direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way the performance of work required by this Agreement.

10. **Indemnification**. The Performer agrees to fully indemnify, save and hold harmless the Town and all of its officers, agents and employees from and against any and all liability of any type whatsoever arising out of or occurring in connection with any negligent or intentional actions or omissions of the Performer prior, during or after the performance of Services under this Agreement, including but not limited to any and all damages, expenses, causes of actions, lawsuits, claims, penalties, fines, assessments or judgment relating thereto. In the event of the Performer's failure to do so, the Town (at its option without being obliged to do so) may at the Performer's cost and expense and upon prior written notice to the Performer defend any and all such suits or actions. The Performer shall satisfy, pay and discharge any and all judgments that may be recovered against the Town or any of its officers, agents or employees pursuant to this section in any such suits or actions which may be brought against the Town or any of its officers, agents or employees or in which the Town or any of its officers, agents or employees may be impleaded with others. The Performer shall pay the reasonable cost of any such defense including but not limited to the Town's attorney's fees. This indemnification shall survive the termination or cancellation of this Agreement.

11. **Insurance**. The Performer agrees, as a condition precedent to the contract becoming binding, and prior to the performance of any work or service pursuant to the contract, to obtain insurance pursuant to Irondequoit Code § 194-4 (attached hereto as Addendum B). Failure to maintain any such liability insurance policy in full force and effect during the life of the Agreement shall be deemed to constitute a material breach of the Agreement. The Performer shall submit a copy of the policy to the Town's Department of Recreation and Community Services. Approval will be granted after the review by the Town insurance agent and Attorney for the Town.

12. **Miscellaneous.**

a. Non-Exclusive Agreement. Nothing contained in this Agreement shall limit the Performer's ability to enter into any agreement to provide similar service to any outside party; nor shall anything in this Agreement limit the Town's right to offer similar services itself, or through one or more additional vendors.

b. Effect of Agreement. This Agreement, inclusive of Addendum A and Addendum B, which are incorporated herein and deemed to be a part of this Agreement, sets forth the entire understanding of the parties, and supersedes any and all prior agreements, arrangements and understandings, written or oral, relating to the subject matter thereof.

c. Amendment and Waiver. This Agreement may be amended only by a writing executed by each of the parties hereto. No waiver of compliance with any provision or condition hereof, and no consent provided for herein, shall be effective unless evidenced by an instrument in writing duly executed by the party sought to be charged therewith. No failure on the part of any party to exercise, and no delay in

exercising, any of its rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right.

d. Survival of Representations. All the rights and duties of the parties created by this Agreement shall survive with respect to services performed prior to the termination of this Agreement.

e. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such State without reference to any conflicts of law principles thereof.

f. Disputes. All disputes arising in connection with this Agreement shall be settled by a court of competent jurisdiction. Any legal action may only be brought in a court located in Monroe County, New York.

g. Remedies Cumulative. The remedies granted in this Agreement are cumulative and in addition to any other remedies to which the parties may be entitled arising from any violation, default or breach of this Agreement.

h. Non-Assignment. The Performer is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein or of the power to execute this Agreement, to any other individual or entity without the Town's written consent, which the Town may grant or withhold in its sole discretion.

i. Headings; Counterparts. The headings used in this Agreement are for convenience of reference only and do not form a part hereof and shall not be used in any way to modify, interpret or construe the intent of the parties. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute the same instrument.

j. Contract Deemed Executory. The Performer specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available for the purpose of the within Agreement as authorized by the Irondequoit Town Board, and that no liability shall be incurred by the Town beyond the monies available for said purpose.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

TOWN OF IRONDEQUOIT	**PERFORMER**
_____	_____
John Perticone, Town Supervisor	Seth Sealfon
_____	_____
Date	Date

ADDENDUM A

PERFORMER PAYMENT INFORMATION

Event: 2026 4TH OF JULY CELEBRATION

The Performer's check should be made payable to:

_____

The Performer's check should be mailed to (ADDRESS):

_____

_____

_____

Entertainment Group (If Applicable): Federal I.D. or Social Sec. #

_____ _____

Performer's Contact Information:
Telephone Home _____ Cell _____

Fax _____

E-mail address: _____

_____
Performer's authorized signature Date

ADDENDUM B

TOWN OF IRONDEQUOIT
Department of Recreation
PHONE: 585-336-6070

CERTIFICATE OF INSURANCE & INDEMNIFICATION AGREEMENT REQUIREMENTS
(As specified in Irondequoit Code 194-4)

1. Insurance company(ies) providing coverage(s) must:
    a. Carry a minimum "B+ VIII" rating from A.M. Best Company;
    b. Carry a minimum of one million dollars ($1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including Products and Completed Operations Liability coverage, and Automobile coverage (if applicable); and
    c. Be admitted to do business New York.
2. A minimum 30 days' advance notice of cancellation or non-renewal must be given to: Town of Irondequoit, Department of Recreation, 450 Skyview Centre Pkwy., Suite 200, Rochester, NY 14622.
3. A certificate of insurance must be in the Town's possession a minimum of thirty (30) days prior to an event or first use of town facilities or fields.
4. Any certificate of insurance must so state or be accompanied by a statement from the agent verifying that:
    a. The agent has the authority to bind coverage and issue the certificate of insurance;
    b. The Commercial General Liability Insurance Policy does not exclude Bodily Injury Liability Coverage for injury to participants or athletic participants; and
    c. The Policy does cover the Indemnification Agreement with the Town.
5. Commercial General Liability:
    a. A minimum one million dollars ($1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including Products and Completed Operations Liability and Automobile coverage (if applicable).
    b. Contractual Liability coverage shall include coverage for the required Indemnification Agreement.
    c. Town of Irondequoit must be named on the policy as an additional insured on a Primary and Non-Contributory basis.
    d. If any sports contests or physical activities are involved, the certificate and policy must specifically state "The policy does not exclude Liability Coverage for Bodily Injury to participants or athletic participants."
6. Workers' Compensation:
    a. Workers' Compensation – Statutory Benefits
    b. Employer's Liability – Unlimited for New York State
7. Disability Benefits Law Coverage: Statutory benefits

ANY QUESTIONS, PLEASE CALL
ROSEMARY TRENKLER at 585-461-6433

WAIVER AND RELEASE OF LIABILITY

THIS WAIVER AND RELEASE OF LIABILITY (this "Waiver and Release") is entered into by and between the **TOWN OF IRONDEQUOIT**, a New York municipal corporation having offices at 1280 Titus Avenue, Rochester, New York (the "Town") and _____, who resides at _____ ("Releasor").

1. In consideration for being permitted to provide **Entertainment for the Town's 2026 4th of July Celebration**, Releasor and anyone claiming on behalf of Releasor hereby releases, waives, discharges, and covenants not to sue and shall indemnify and hold the Town, its officers, agents, employees, or volunteers (hereinafter referred to as "Releasees") harmless from any and all liability, claims, demands, obligations, promises, disputes, damages, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury of any kind, known or unknown, which Releasor has or ever had or may have in the future against the Releasees, that may be sustained by Releasor, to any property belonging to Releasor, or anyone claiming through Releasor, related directly or indirectly to said use, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

2. This Waiver and Release shall be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, executors, successors, and assigns. Releasor hereby further agrees that this Waiver and Release shall be construed in accordance with the laws of the State of New York and that any mediation, suit, or other proceeding must be filed or entered into only in New York and the federal or state courts of Monroe County. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver and Release, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

EXECUTED on _____.

Signature of Releasor: _____

Printed Name of Releasor: _____

Resolution No. 2026-_____

EXTRACT OF THE MINUTES OF A WORKSHOP MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A MONETARY GIFT

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of May 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, community members Tyler Smith-Strutz and Shannon Rotolo would like to make a monetary gift to the Irondequoit Recreation Department to be used for equipment for the indoor turf play area; and

WHEREAS, this monetary gift consists of seven hundred and two dollars and 99 cents ($702.99); and

WHEREAS, these funds will be deposited into account A2323120-5436000; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board accepts this gift from the family and authorizes the Supervisor to receive this $702.99 to be used towards equipment for the turf at the Irondequoit Community Center.

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.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon its adoption.

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

UPON VOTING:

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

Resolution No. 2026-

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING SUMMER HOURS FOR TOWN HALL OFFICES

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of May 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, the Irondequoit Town Hall offices, including the Town Clerk's Office, are open from 8:30 a.m. to 4:30 p.m. every Monday through Friday, with the exception of holidays; and

WHEREAS, the Town Board would like to adjust the hours of operation for Town Hall offices as has been done in previous years for the summer months to allow office staff to enjoy time with friends and family.

NOW, THEREFORE, BE IT RESOLVED, beginning Monday, July 6, 2026, through and including Friday, September 4, 2026, the Irondequoit Town Hall Offices, including the Town Clerk's Office, will be open as follows:

Monday - Thursday: 8:30 a.m. to 5:00 p.m.
Fridays: 8:30 a.m. to 11:30 a.m.

AND BE IT FURTHER RESOLVED, that the Town Clerk shall post notice of the new summer hours and take all other steps deemed appropriate to inform the public of these new summer hours.

This resolution shall take effect immediately upon its adoption.

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

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 A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION CALLING FOR A PUBLIC HEARING ON A PROPOSED LOCAL LAW IMPOSING A SIX-MONTH MORATORIUM ON NEW LICENSES FOR PEDDLERS, HAWKERS, AND DOOR-TO-DOOR SOLICITORS WITHIN THE TOWN OF IRONDEQUOIT

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of May 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, a proposed local law is hereby introduced in the form attached hereto as Exhibit A, which would impose a six-month moratorium on new licenses for peddlers, hawkers, and door-to-door solicitors within the Town of Irondequoit (the "Proposed Law"); and

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

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby schedules a public hearing on this matter on **June 16, 2026 at 7:3X p.m.,** and the Town Clerk is hereby directed to publish a legal notice of the public hearing in the official newspaper of the Town of Irondequoit, together with all other postings as required by law.

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 _____

EXHIBIT A

TOWN OF IRONDEQUOIT LOCAL LAW NO. __OF 2026
PEDDLING AND SOLICITING MORATORIUM

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

Section 1. Title.

The Town Board of the Town of Irondequoit (the "Town") does hereby enact a six-month moratorium on new licenses for peddlers, hawkers, and door-to-door solicitors within the Town of Irondequoit titled, "Peddling and Soliciting Moratorium"

Section 2. Authorization, Purpose and Intent.

The Town Board hereby finds that there is a critical and compelling need, in theh public interest as set forth herein, to impose a six-month moratorium on commercial door-to-door soliciting permits and licenses as further described herein.

A. The Town has enacted Town Code Chapter 167 (Peddling and Soliciting). The definitions set forth in Town Code §167-1 are incorporated herein by reference.

B. Under Town Code Chapter 167 (Peddling and Soliciting), hawkers and peddlers and solicitors wishing to operate within the corporate limits of the Town are required to apply for and obtain a permit or license.

C. The Town has recently experienced challenges obtaining background check information from hawkers and peddlers and solicitors who reside outside of the State of New York.

D. The Town recognizes that it has a substantial elderly population, and the act(s) of solicitation and/or peddling can be alarming to Town residents, and this cause for concern becomes more acute when the solicitor knocks on someone's door, rings their doorbell, or otherwise attempts to contact that individual while the resident is in their home.

E. Throughout the duration of this Moratorium the Town Board will review the feasibility of more stringent licensing application requirements related to those applicants seeking licensing related to soliciting and/or peddling goods within the bounds of Town and to allow residents to opt out of

solicitation by being included in a no-knock registry to be provided to door-to-door solicitors.

F. The Town Board finds that the Town Code provisions related to peddling and solicitation established initial requirements governing peddling and solicitation. However, the standards prescribed for these licenses do not adequately address the safety concerns that have come to the Town Board's attention including but not limited to, gaps in the criminal history searches/background checks, the ability to solicit and/or peddle on private property, and no current mechanism by which, at present, for residents to "opt out," of receiving solicitors or peddlers on their private property. Moreover, the Town Board is concerned that penalties for non-compliance may not be adequate at this juncture.

G. The Town Board hereby finds that the adoption of a moratorium on the issuance of licenses and permits related to commercial, door-to door peddling and/or soliciting is required in order to best maintain the status quo during the study period in order to prevent interim action, friction, interaction or issues between door-to-door solicitors/peddlers and Town residents from frustrating the objectives of the study.

Section 3. Scope of Moratorium. This moratorium prevents the issuance of all peddling and hawking and solicitation permits and licenses for door-to-door commercial peddling and/or soliciting by the Town Clerk or any other official, employee or entity of the Town. This law will not otherwise void, nullify, or in any way supersede, interfere with, contradict or modify any code sections related to enforcement, penalization and/or prosecution of individuals or entities who violate the current Town Code provisions. Licenses and permits issued before the effective date remain in effect until they expire.

Section 4. Expiration of Moratorium. A This Local Law shall expire without further action of the Town Board six (6) months following the effective date hereof and thereafter shall be of no force or effect. However, if it appears that any required review and study referred to hereinabove will not be completed within six (6) months from the effective date of this Local Law, the Town Board may, by Local Law, extend the period of this Moratorium for an additional six (6) months or for such other time period that the Town Board determines is reasonable in scope and duration.

Section 5. State Environmental Quality Review Act. Pursuant to 6 NYCRR 617.5(c)(30) this Local Law is classified as Type II action which requires no further review under the State Environmental Quality Review Act.

Section 6. Variance and Appeal Procedure.

The Town Board shall have the authority to vary or waive the application of any provision of this Local Law, in its legislative discretion, upon its determination that such variance or waiver is required to alleviate an unnecessary and/or unique hardship affecting a property subject to this Local Law.

A. A request for a variance or appeal will not be considered a complete application unless and until the applicant pays all applicable fees and costs associated with conducting background checks for all personnel proposed to conduct door-to-door commercial solicitation or peddling within the Town.

B. In reviewing such a request, the Town Board may consider:

1. Whether the variance or waiver will adversely affect the purpose of the Moratorium, the health, safety or welfare of the Town or will substantially undermine the study process under review.

2. Each applicant must otherwise comply with the requirements of Town Code Chapter 167 (Peddling and Soliciting).

3. Whenever an applicant has a criminal conviction, the Town Board may deny the application if (1) there is a direct relationship between one or more of the previous criminal offenses and the specific license or permit sought; or (2) the granting of the license or permit would involve an unreasonable risk to property or the safety or welfare of specific individuals or the general public using the factors set forth in NY Corrections Law Article 23-A.

Section 7. 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 8. Effective Date.

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

Resolution No. 2026-

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A FLEET SAFETY POLICY

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of May 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, the Town of Irondequoit is committed to maintaining a safe work environment and minimizing employees' time lost due to workplace injury; and

WHEREAS, the Town of Irondequoit is committed to fiscal responsibility and endeavors to save taxpayers on the Town's insurance costs as much as practicable; and

WHEREAS, the Town of Irondequoit's Safety Committee periodically brings forward safety-related recommendations for the Town Board's consideration; and

WHEREAS, the Town's Safety Committee has worked with the Town's insurance broker, in conjunction with the Town's insurance carrier, and is bringing forward to the Town Board for consideration a Fleet Safety Policy (Exhibit A), utilizing the Motor Vehicle Record Evaluation Criteria procedure set forth in Exhibit B.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the adoption of this Fleet Safety Policy, based upon the Motor Vehicle Record Evaluation Criteria procedure.

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	____

EXHIBIT A

EXHIBIT B

G-1.17 – Fleet Safety

Purpose

Town of Irondequoit recognizes that our employees are our most valuable asset and the most important contributors to our continued growth and success. Our company is committed to reducing workplace accidents and providing a safe working environment for all employees. We value our workers not only as employees but also as human beings who are crucial to the success of their families, the local community and our company.

Motor vehicle accidents are the leading cause of work-related fatalities. The environment in which these accidents occur involves numerous complex factors, many of which are uncontrollable. The purpose of Town of Irondequoit's Fleet Safety program is to eliminate unnecessary injuries and fatal circumstances by reducing those factors that we can control.

To further this goal, the Town has adopted a Fleet Safety Policy effective upon adoption of Town Board Resolution [insert resolution #]. The Program will consist of six components: recruitment, job requirements, training, preventive maintenance, accident investigation and company vehicles for personal use. This policy applies to all candidates for employment as well as all current employees.

Recruitment:

Town of Irondequoit focuses its initial efforts on driver selection through a variety of resources, beginning with the job application. The application will require a prospective employee to do the following:

List past driving experience, employers, and types of vehicles driven.

Notify Town of Irondequoit of any motor vehicle violations for at least the last [3] years.

List references.

Driver selection will be made upon completion of a formal interview, background check, reference verification, review of the individual's motor vehicle record (MVR) and a negative drug screen. Authorizations will be obtained to contact prior employers and personal references.

MVRs will be requested upon completion of a satisfactory interview and periodically thereafter at a minimum of at least once per year. Management reserves the right to use its discretion in determining an unsatisfactory MVR. An excessive number of violations in the past three years will be grounds for an unsatisfactory MVR prohibiting hiring of a prospective employee or possible termination and/or disciplinary actions of an active employee.

Drug/Alcohol Testing:

Initial and periodic random drug and alcohol testing is mandatory. Testing will be conducted by a licensed medical facility designated by Town of Irondequoit. Any positive results will be grounds for termination. Driving under the influence of alcohol or any other illegal substances will be grounds for termination.

Job Requirements:

All positions requiring regular driving require a written job description to include main duties, functions and the necessary physical requirements required to perform all associated tasks:

All prospective employees will be required to undergo a physical evaluation

If required, candidates must pass a Department of Transportation (DOT) physical evaluation

Results of the physical evaluation will be compared to the necessary physical requirements

In some cases, Commercial Drivers Licenses are required per regulatory agencies.

As part of the recruitment process, prospective employees may be required to complete a road test. Active employees will participate in periodic road tests for training purposes. Tests will be conducted by Human Resources and/or management and will cover a variety of driving criteria. The road test will require prospective and active employees to safely and competently complete tasks associated in the following categories:

Pre-trip Inspection

General Vehicle Operation

Fifth wheel connection

Backing and parking

Turning

Passing

Railroad crossing

Results of the road test will be shared with prospective and active employees at management's discretion.

Prohibited Behavior

Use of company vehicles is a privilege. Behaviors that result in suspension or permanent loss of driving privileges include the following:

Driving while under the influence of drugs or alcohol

Negligent homicide

Operating a vehicle with a suspended license

Using a motor vehicle for commission of a felony

Aggravated assault with a motor vehicle

Reckless driving

Hit and run

[3] convictions for moving violations in any three-year period

Use of a company vehicle without authorization

More than one preventable accident involving personal injury or property damage in any three-year period

Training:

New-hire and periodic training is required for employees operating heavy equipment. Defensive Driver training will be periodically offered to all employees. All employees are expected and required to actively participate in identifying training needs as well as program development.

Programs will consist of classroom and on-the-road modules. Training will focus on but will not be limited to defensive driving techniques and behavior modification.

Town of Irondequoit will monitor driver habits to identify potentially unsafe driving habits that require additional training and/or disciplinary actions. We will use ride-along training combined with statistical data focusing on accident types and frequency to identify areas of improvement. Three accidents or moving violations in a one calendar year period will require review with a supervisor to determine what, if any, disciplinary action is needed and to identify possible training opportunities. Employment may be jeopardized if accident frequency is above the required norm with no concentrated efforts being made for improvement.

Traffic Violations

Town of Irondequoit is not responsible for any traffic violations or parking tickets acquired by violation of city ordinance, state or federal laws regarding your driving habits and operation of your motor vehicle. Any ticket issued is the employee's responsibility, even if the ticket is issued while conducting business for Town of Irondequoit.

Requesting and Retrieving a Vehicle:

As much in advance as possible, and no later than 5 days before the pick-up date, employees must complete a vehicle request form with reason for vehicle use, places traveling, time of pick-up and drop-off, and supervisor's signature, and return it to Auto Mechanic Foreman. Vehicle pick-up and drop-off times should be estimated as accurately as possible to allow for proper accommodation of other employees.

If an employee no longer needs to use a reserved vehicle, the employee should give notice as early as possible to Auto Mechanic Foreman.

On the scheduled date and time of pick-up or drop-off, employees should respect the time the vehicle has been reserved and give ample notice should that time change.

Basic Vehicle Operation Guidelines:

Employees are expected to treat company vehicles with an appropriate level of respect and care, demonstrating an attitude of loyalty and pride to the company. The following are basic vehicle operation principles to which employees are required to adhere:

Always use seat belts.

Drive defensively. Always anticipate what other drivers on the road might do wrong and plan your mode of escape. Never move through traffic aggressively.

Respect speed limits and traffic signs. Follow all traffic signals.

Always lock the vehicle and apply the parking brake when getting out, even if it remains in sight.

During long trips, take breaks every four hours. Never drive more than 10 hours during a 24-hour period.

Avoid driving past midnight.

Avoid driving in dangerous conditions, including drowsiness and inclement weather.

Remove any trash or personal items before returning the vehicle to Town of Irondequoit.

Refueling Guidelines

Vehicles should be refueled when the meter reads ¼ full. Retain receipts proving the purchase of gasoline and record mileage with each gasoline purchase. For your safety when operating a vehicle, follow these guidelines:

Turn off the vehicle's engine while refueling.

Never smoke, light matches or use lighters while refueling.

Do not get into the vehicle during refueling, as this presents a flash fire hazard.

Do not overfill or top off the vehicle's fuel tank. The fuel dispenser shuts off automatically when the tank is full.

Never force the hold-open latch on the gasoline pump with any means other than the latch provided.

Distracted Driving

Town of Irondequoit is committed to employee safety, and for this reason firmly prohibits all behavior that distracts employees while they are operating a company vehicle. General guidelines for behavior while driving are as follows:

Use of cell phones while driving is strictly prohibited: This includes all functions of the cell phone including, but not limited to, phone calls, text messaging/SMS, email, MMS, Internet use and camera use.

Use of electronic devices (including laptops, PDAs, cameras and pagers): While driving is strictly prohibited unless specifically outlined below.

Voicemail must handle all calls while driving, and calls may only be returned when stopped or pulled off the road.

Passengers making or taking calls for the driver is permissible provided the interaction does not affect the driver's performance.

Regular callers must be informed that you will not be available while driving and should be notified of the best times to call based on driving schedule.

Employees who receive calls from co-workers who are driving are obligated to ask that the co-worker call back at a more appropriate time.

Headset/Hands-free Use

Town of Irondequoit prohibits the use of hand-held mobile devices while driving. Using a hand-held mobile device means using at least one hand to hold the mobile device, dialing a mobile device by pressing more than a single button or reaching for a mobile device in a manner that requires the driver to maneuver so they are no longer in a seated driving position, restrained by a seat belt. However, the use of headsets or hands-free devices while driving is permissible if:

- The device is preapproved by the company for use.
- Use of the device does not cause distraction (for example, fiddling with the device or taking eyes off the road to get it to function properly).
- Any dialing or use of the handset requires a single button.
- Any dialing or use of the handset is handled while stopped or pulled to the side of the road.
- Conversations do not interfere with the driver's ability to drive safely.
- Road conditions are generally good and do not threaten the driver's safety.

Emergency Calls

The only exception to the cell phone use guideline is calls placed to 911. If placing or accepting an emergency call, it should be kept short with a hands-free option if available. The vehicle should be pulled over if possible.

GPS Systems

Town of Irondequoit understands that sometimes, especially when traveling in unfamiliar areas, drivers require assistance with directions. GPS systems are extremely helpful devices, but they can also be distracting if used improperly. Employees must adhere to the following:

Mounted GPS systems may not block or obstruct the driver's view in any way.

GPS systems must be voice narrated and must not require that the driver look away from the road to follow instructions.

Employees may not program the system while in motion.

Programming or otherwise engaging with the GPS screen may only occur while stopped or while pulled off the road.

Audio Devices

In some cases, worrying about music selection or touching dials and buttons on the radio or audio device may be just as dangerous as cell phone use. It takes eyes and concentration off the road, which is not permissible under Town of Irondequoit policy. Town of Irondequoit allows employee use of personal, portable audio devices, because we do not want to eliminate employees' ability to enjoy music while behind the wheel. However, employees must follow these guidelines:

Employees may not take eyes off the road to adjust music settings.

Programming music settings while stopped, pulled off the road or before departing is permissible behavior.

Employees may not under any circumstances use MP3 players or other handheld electronic audio devices with headphones. Not only is it illegal in most states, it also impedes the driver's ability to properly hear warning signs, signals or sirens.

Preventive Maintenance:

To maintain the safety and integrity of the vehicle, Town of Irondequoit will provide the necessary resources to ensure all vehicles are operating properly. All routine motor vehicle maintenance will be done according to the manufacturer's specifications. Critical components that must always be controlled, maintained and promptly repaired are: brakes, tires, suspension, steering, lights, mirrors, windows and windshield wipers.

Pre-trip Inspections

Employees are required to conduct pre-trip vehicle inspections. Any unsatisfactory result requires a Fleet Hazard Identification form to be completed and forwarded to an employee's immediate supervisor. Thereafter, the identification form will be forwarded to the maintenance department to confirm the equipment malfunction, complete repairs, and sign off on the completed identification form.

Placing a Vehicle Out of Service

The fleet administrator must conduct thorough post-trip vehicle inspections to ensure the vehicle's safety for its next driver. When a defect in the vehicle is found that qualifies it as unfit, unreliable or unsafe for ordinary use, the fleet administrator must immediately take the vehicle out of service and fill out the Fleet Hazard Identification Form indicating the nature of the defect. The form should be forwarded to the maintenance department to confirm the defect and repair it if possible.

Vehicle Inventory

Auto Mechanic Foreman will be responsible for maintaining a database of each vehicle's make, model, department, VIN number and license plate number. Auto Mechanic Foreman will also manage and update a log for each vehicle including its location at any given time and the person who is driving it. The administrator will also take inventory of any minor defects or needed repairs, and schedule needed maintenance work as appropriate.

Accident Investigation Procedures:

Town of Irondequoit realizes some accidents are unpreventable. Drivers should seek medical attention immediately, if necessary. Supervisors and drivers will be trained in post-accident procedures to secure the details of the accident and document the damage. Providing detailed facts of the accident will help our insurance carrier deter fraudulent third-party insurance schemes.

All vehicles will be supplied with an accident claims kit, a pen and a disposable camera.

Drivers are required to document all details of the accident: traffic flow, speed limits, stop lights/signs, weather conditions, citations issued and all other relevant information. Pictures should be taken to document the extent of damage to all vehicles involved.

Once this information is secured, the driver is to report all accidents immediately to the dispatcher and/or supervisor. If the vehicle is inoperable, arrangements need to be made for towing and delivery of cargo, if necessary. Hazmat operations, containment and cleanup will be coordinated by dispatcher, supervisor and/or driver.

Company Vehicles for Personal Use

Personal use of company vehicles is prohibited without prior permission from management. If permission is granted, the employee assigned to the vehicle will be the only driver allowed to operate the vehicle. In all other cases, use of the company vehicle is limited to travel to and from work and work-related events. Any errand or travel that is not directly work related is considered personal travel. The vehicle is not to be used for personal or entertainment purposes. Employees are expected to use their discretion.

Prohibited Behavior

Use of company vehicles is a privilege. Behaviors that result in suspension or permanent loss of driving privileges include the following:

Driving while under the influence of drugs or alcohol

Negligent homicide

Operating a vehicle with a suspended license

Using a motor vehicle for commission of a felony

Aggravated assault with a motor vehicle

Reckless driving

Hit and run

[3] convictions for moving violations

Use of a company vehicle without authorization

Three or more major traffic violations

More than two preventable accidents involving personal injury or property damage in any three-year period

Specialty Vehicles

Golf carts and other specialty vehicles (including scooters, mules and quad vehicles) in use on Town of Irondequoit property to move people and materials around the facility require specific precautions:

Vehicles must travel at an acceptable speed, slowing down in wet or slippery conditions.

Vehicles must yield to pedestrians.

Vehicles must keep to designated paths and roadways, staying off major streets. Carts may not block traffic paths where parked.

Vehicles may not carry more passengers than the cart is designed to accommodate. If the vehicle is equipped with seat belts, they must be used.

All passengers must keep hands, feet and other body parts inside the vehicle.

The driver must be aware of surroundings, paying attention to driving signs and warnings, even if they are directed at autos and listening for warnings like emergency vehicle sirens, children playing or other vehicles.

Adhere to all applicable traffic laws.

Police Vehicles (Emergency Vehicles)

Training and operation of Emergency Vehicles by Police Officers will be governed by the General Orders of the Irondequoit Police Department.

Public Works Vehicles Requiring a Commercial Driver’s License

Any vehicle requiring a Commercial Driver’s License (CDL) of any level to operate will be governed by

Training will be governed by the Federal Motor Carrier Safety Association guidelines as adopted by New York State in 2017.

Any Public Works employee operating motor vehicle equipment for Snow & Ice Removal must successfully and safely complete and pass a third-party evaluation.

Vehicles requiring special licensing shall only be operated by qualified operators.

Obtaining

The MVR policy should outline who is subject to the policy. Generally, any employee who operates a vehicle for your organization should be considered. This includes employees operating their personal or rented vehicles.

While employees who drive frequently for your organization are typically considered in forming an MVR policy, less obvious drivers you may wish to consider include:

- Employees who regularly rent cars during business trips
- Employees frequently attending seminars and conferences
- Employees who run errands with company vehicles
- Family members who are permitted to drive company vehicles
- Part-time and temporary employees, as well as interns
- Volunteers, coached, board members, and elected officials

Some organizations may choose not to include individuals who rarely drive. In this case, at a minimum, it is important to confirm that the individual has a valid driver's license. Again, Human Resources personnel and legal counsel should be involved in the development of an MVR policy and to better understand the legal issues and risks that may be presented by the individuals subject to the policy.

MVRs can usually be obtained from the state or province driver licensing office, or a third-party vendor that provides consumer reports. It is recommended that you look at a three- to five-year driving history when evaluating MVRs. A signed authorization by the driver is generally required prior to obtaining an MVR. Contact your state, province or the vendor providing MVRs for the proper authorization form.

In the United States, some states offer Employer Notification Services (ENS) designed to notify employers when an employee's drivers license status has changed, or a conviction is posted on the driver's record. The Federal Motor Carrier Safety Administration has compiled a list of these states along with program details here.

Any prospective employee who will be covered under the MVR policy should provide accident and violation information on his or her employment application. Current employees who drive, or those moving into positions that involve driving, should also be required to provide this information annually. A sample annual MVR review form is included at the end of this document. Violation and accident information provided by the employee should be compared to the MVR. Any discrepancies should be investigated.

MVRs should be obtained during the employment selection and screening process and annually thereafter. MVRs also should be obtained following accidents. For drivers who have marginal driving records, MVRs should be obtained more frequently.

Evaluating

Once accident and violation information is obtained, it needs to be evaluated. Violations are generally classified as major (serious), minor and non-moving. Non-moving violations are ordinarily not included in the evaluation process. Accidents might not be classified as preventable or non-preventable on the MVR. If the MVR includes accidents, it is important to discuss the details of the accident with the driver to help you determine preventability.

All violations and accidents should be evaluated, not just those occurring on-the-job.

Major violations generally include:	Minor violations generally include:	Non-moving violations generally include:
• Leaving the scene of an accident • Driving under the influence of drugs or alcohol • Excessive speed (>20 mph / 35 km/h over limit) • Reckless, negligent or careless driving • Felony, homicide or manslaughter involving the use of a motor vehicle • License suspension or revocation resulting from accidents or moving violations	• Speeding < 20 mph / 35 km/h • Failure to obey sign • Failure to yield • Illegal turn	• Parking tickets • Motor vehicle equipment violations • Failure to have a valid operator's license available where one actually exists • Non-moving violations are typically not included when evaluating MVRs.

Once the MVR has been reviewed and violations and accidents have been classified, the driver's history should be evaluated according to your organization's policy. All drivers should be held to the same MVR standards. Your best salesperson can still present a substantial risk to your organization if he or she is an unsafe driver. The following Sample MVR Evaluation Grid represents one approach.

Sample MVR Evaluation Grid

Moving Violations (Past 3 years)	PREVENTABLE ACCIDENTS (Past 3 years)			
	0	1	2	3+
0	CLEAR	ACCEPTABLE	BORDERLINE	POOR
1	ACCEPTABLE	ACCEPTABLE	BORDERLINE	POOR
2	ACCEPTABLE	BORDERLINE	POOR	POOR
3	BORDERLINE	POOR	POOR	POOR
4+	POOR	POOR	POOR	POOR
ANY MAJOR Violations (Past 3 years)	POOR	POOR	POOR	POOR

THIS IS AN EXAMPLE. YOU SHOULD CUSTOMIZE CONTROLS TO MEET YOUR ORGANIZATION'S NEEDS AND EXPOSURES.

Resolution No. 2026 -

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

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of May 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 I-Square, LLC, to conduct the 2026 Summer Concert Series, Car Shows and Festivals; and

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

WHEREAS, the 2026 events will take place from May 2026 to September 2026; and

WHEREAS, the insurance has been reviewed and approved by the Town's insurance carrier, expiring on September 1, 2026.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the Special Event License for I-Square, LLC 2026 Summer Concert Series, Car Shows and Festivals, beginning in May 2026 and running through September 2026, upon the condition that I-Square notifies all affected residents before the events.

This resolution shall take effect immediately upon its adoption.

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

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

$1700.00 – ck # 4610

$150.00 Application Fee

Date Received: 4/14/26 By: M

Insurance Approval: rec'd via email 4/23/26 M

Fire Marshal Approval :

Signature

4/23/26

Date

Police Department Approval :

Signature

4/20/2026

Date

Department of Public Works:

Signature

4/29/26

Date

Security Deposit (If Applicable)

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

March 24, 2004

NEW LOCAL LAW

$150 - first event
$50 x 31 remaining
$1700.00 total ✓

I-SQUARE, LLC

Making the dream of a better Irondequoit a reality

Letter of Intent

April 1, 2026

We are hosting Free events at the I-Square stage again this summer.

The following documents are attached:

Events application

Sound amplification form

2026 schedule of events

Signed indemnification agreement

Proof of liability insurance

Proof of Workers compensation insurance

Check for $1,700.00

Thank you,

Michael Nolan

Owner

I-SQUARE.US MNOLAN@I-SQUARE.US (585) 943-1941

APPLICATION FOR LICENSE TO CONDUCT FESTIVALS/CARNIVALS/EVENTS

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

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

GENERAL:

Name of Applicant: I-Square

Applicant's Address: 85 Excel Drive Roch., NY 14621

Telephone Number: 585-943-1941

If Corporation, list State of Incorporation: NY

Corporation Officers' Addresses: 350 Kings Hwy North

Type of Event Planned: Outdoor Stage events

Event Site Address: 401 Bakers Park

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

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

Contractor Residence Address (Local):

Contractor Telephone No.:

Contractor Business Address:

Contractor Business Telephone No.:

Names of Contractor Employees:

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

If employees are housed on event site, state in what manner: N/A

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

POWER:

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

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

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

Existing Lighting

PARKING/TRANSPORTATION:

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

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

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

Nature and scope of event advertising: Social Media

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

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

Roadway Jurisdiction

City

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

County

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

N/a

State

Empire Blvd

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

Signature:_____ Date:_____

*Please attach any approval letters that you receive

SURETY:

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

of license, the following:

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

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

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

Equipment/rides set up start date Same Day Time _____

Event Start Date See Schedule Time 11:00 Am

Event Completion Date _____ Time 9:00 PM

Equipment/rides take down date Same Day Time _____

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

NAME Michael Nolan
ADDRESS 350 Kings Hwy North
TELEPHONE NO. 585-943-1941

NAME _____
ADDRESS _____
TELEPHONE NO. _____

Date of Application: 4-1-26

Signature of Applicant: [signature]

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

Name of Event: I-Square

FOR TOWN USE ONLY: Festivals / Carnivals / Events

TOWN OF IRONDEQUOIT

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

IMDEMNIFICATION AND CONTRIBUTION AGREEMENT

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

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

4-1-26
Date

I-Square, LLC
(Individual or Company Name)

By _____
Signature

Michael Nolan, Member
Print Name and Office

SOUND AMPLIFYING EQUIPMENT APPLICATION

Applications must be submitted to the Town Clerk's Office **TWO (2) WEEKS PRIOR TO THE EVENT** along with payment of **$25.00** in the form of cash or check. NOISE LEVELS SHOULD BE KEPT AT A LEVEL AS SPECIFIED IN TOWN CODE, CHAPTER 160 - NOISE.

EXCESSIVE NOISE WILL RESULT IN POLICE ACTION.

Owner of Equipment

Name The House of Guitars

Address 645 Titus Ave

City/St/Zip Roch., NY 14617

Telephone No. 585-544-3500

User of Equipment

Name Local Bands

Address _____

City/St/Zip _____

Telephone No. _____

Location to be Used (Commercial) **Residential**

Name of Resident I-Square

Address 400-401 Bakers Park

Telephone No. 585-943-1941

Date and Rain Date _____
month day year / month day year

TIME: **START** _____ **UNTIL** _____

HAVE ALL AFFECTED RESIDENTS BEEN INFORMED? Yes

Maximum sound producing power of the sound amplifying equipment:

Wattage to be used 1000 W

Volume in decibels of sound which will be produced 15 DB

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

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

_____

(for Town use only)

Fee Collected: Date: By: Type:

Police Dept. _____ Approved ____ Denied ____ Date _____

Town Clerk _____ Approved ____ Denied ____ Date _____

(01/2025)

I-SQUARE, LLC

Making the dream of a better Irondequoit a reality

April 10, 2026

Irondequoit Village Apartments

2240 Hudson Avenue

Rochester, NY 14617

Dear Neighbors,

As per Irondequoit Town Code we are required to notify you as one of our close neighbors that we will be again hosting events that include amplified music on our stage. We have included a copy of the planned schedule for this summer and fall.

Please distribute this to your tenants and feel free to contact me if you have any questions.

Thank you,

Michael Nolan

Owner

I-SQUARE.US MNOLAN@I-SQUARE.US (585) 943-1941

I-SQUARE, LLC

Making the dream of a better Irondequoit a reality

2026 Events Schedule

May 27th Car show/ Cruise night	May 30th Free Concert
June 3rd Car show/ Cruise night	June 6th Free Concert
June 10th Car show/ Cruise night	June 13th Free Concert
June 17th Car show/ Cruise night	June 20th Free Concert
June 19th Juneteenth Event	
June 24th Car show/ Cruise night	June 27th Free Concert
July 1st Car show/ Cruise night	
July 8th Car show/ Cruise night	July 11th Free Concert
July 15th Car show/ Cruise night	July 18th Free Concert
July 22nd Car show/ Cruise night	July 25th Free Concert
July 29th Car show/ Cruise night	August 1st Free Concert
August 5th Car show/ Cruise night	August 8th Free Concert
August 12th Car show/ Cruise night	August 15th Free Concert
August 19th Car show/ Cruise night	August 22nd Free Concert
August 26th Car show/ Cruise night	August 29th Free Concert
September 2nd Car show/ Cruise night	September 5th Irondequoit Arts Festival
September 9th Car show/ Cruise night	September 12th Free Concert

I-SQUARE.US MNOLAN@I-SQUARE.US (585) 943-1941

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/20/2026

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 Eastern Shore Insurance Agency ISU Steadfast Network Member 101 Cayuga Street Fulton NY 13069	**CONTACT NAME:** Samantha Miner **PHONE (A/C, No, Ext):** (315) 598-6000 **FAX (A/C, No):** **E-MAIL ADDRESS:** sminer@easternshoreia.com
INSURED I-Square LLC 85 Excel Drive Rochester NY 14621	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Cincinnati Insurance Co — 10677 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 25-26 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] GA210NY 0920 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	ENP 058 85 41	09/01/2025	09/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]			EBA 058 85 41	09/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ENP 058 85 41	09/01/2025	09/01/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 3,000,000 $ 3,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/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	 $ $ $

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

Town of Irondequoit is additional insured on a primary and non contributory basis and waiver of subrogation per written contract, agreement of permit per GA210NY 0920. 30 day notice of cancellation per IA4087 0917 and IA4370 0809.

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

Eugene R. Christensen

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

April 13, 2026

Town of Irondequoit
1280 TITUS AVE
ROCHESTER NY 14617-4125

Account Information:

Policy Holder Details :	**The Market AT I-Square, INC**

Contact Us

Need Help?
Chat online or call us at
(866) 467-8730.
We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (use street address only) THE MARKET AT I-SQUARE, INC 85 EXCEL DR ROCHESTER NY 14621 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (585) 467-1840 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 46-4793131
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Irondequoit 1280 TITUS AVE ROCHESTER NY 14617-4125	3a. Name of Insurance Carrier Hartford Insurance Company of the Midwest 37478 3b. Policy Number of Entity Listed in Box "1a": 76 WEG BM2KCU 3c. Policy effective period: 11/22/2025 to 11/22/2026 3d. The Proprietor, Partners or Executive Officers are [X] Included. (Only check box if all partners/officers included) [ ] all excluded or certain partners/officers excluded.

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

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

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

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

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

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

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

Approved by: Sara Seier 04/13/2026
(Signature) (Date)

Title: Operations Manager

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

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

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Melissa Rhoads

From: Susan Lamanna <susanlam@paris-kirwan.com>
Sent: Thursday, April 23, 2026 11:41 AM
To: Melissa Rhoads
Subject: RE: I-Square LLC

Looks good, thank you!

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

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

From: Melissa Rhoads <mrhoads@irondequoit.gov>
Sent: Monday, April 20, 2026 1:35 PM
To: Susan Lamanna <susanlam@paris-kirwan.com>
Subject: FW: I-Square LLC

Hi Susan!

Here is the updated COI for I-Square Summer Series. Please let me know if this event is now approved with the updated COI, or if anything else is needed, or if this is now approved. Thank you much and have a great day!

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

Resolution Number 2026 - _____

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

At a regular meeting of the Town Board of Irondequoit, Monroe County, New York, held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of May 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 for a Special Event License from E.R.A.S.E. to conduct a Juneteenth 5K Race on Saturday, June 20th, 2026, beginning at 8:30 a.m. (a copy of the application is **Attachment A** hereto); and

WHEREAS, proof of current insurance, which expires on June 21st, 2026, has been reviewed and approved by the Town's Insurance agent; and

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

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the Special Event License for E.R.A.S.E. to conduct its Annual Juneteenth 5K Race on Saturday, June 20th, 2026, beginning at 8:30 a.m. with conclusion by 11:00 a.m. at St. Josaphat's UCC located at 940 Ridge Rd East.

This resolution shall take effect immediately upon its adoption.

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

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

CASH PAYMENT @ 3/16/26

FOR TOWN USE ONLY:

APPLICATION FEE RECEIVED: ☑ YES ☐ NO BARRICADE USAGE FEE: $
TOWN CLERK APPROVAL: DATE: 4/7/26
POLICE APPROVAL: DATE: 4/7/26
POLICE FEE: $ TBD RECEIVED: ☐ YES ☐ NO DATE: / /
FIRE MARSHAL APPROVAL: DATE: 4/9/26
COMMISSIONER OF D.P.W. APPROVAL: DATE: 4/17/26

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: E.R.A.S.E. Juneteenth 5K

DATE OF EVENT: June 20 2026 RAIN DATE: n/a

PURPOSE OF EVENT: Celebrate Juneteenth/Freedom Day

NAME OF SPONSOR ORGANIZATION: E.R.A.S.E. Irondequoit - Eliminating Racism And Seeking Equity

ADDRESS: 1400 Portland Ave. Suite 24, Rochester, NY. 14621

DAYTIME TELEPHONE: 585-271-0428 EVENING TELEPHONE: n/a

CELL #: Same as above FAX #: LaTanya EMAIL: noelfrance78@hotmail.com

TIME OF EVENT: FROM 8:30 TO 10am

TIME & LOCATION OF ASSEMBLY: 7am

TIME & LOCATION OF DISBANDMENT: 11am

NUMBER OF PARTICIPANTS EXPECTED: 100 NUMBER OF VOLUNTEER MARSHALS: 35

EVENT TO TAKE PLACE: ☑ STREET ☐ SIDEWALK ☐ BOTH

IS AREA TO BE BLOCKED OFF? ☑ YES ☐ NO

IF YES, PLEASE SPECIFY: please refer to last year plans - recurring event/route plan

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?

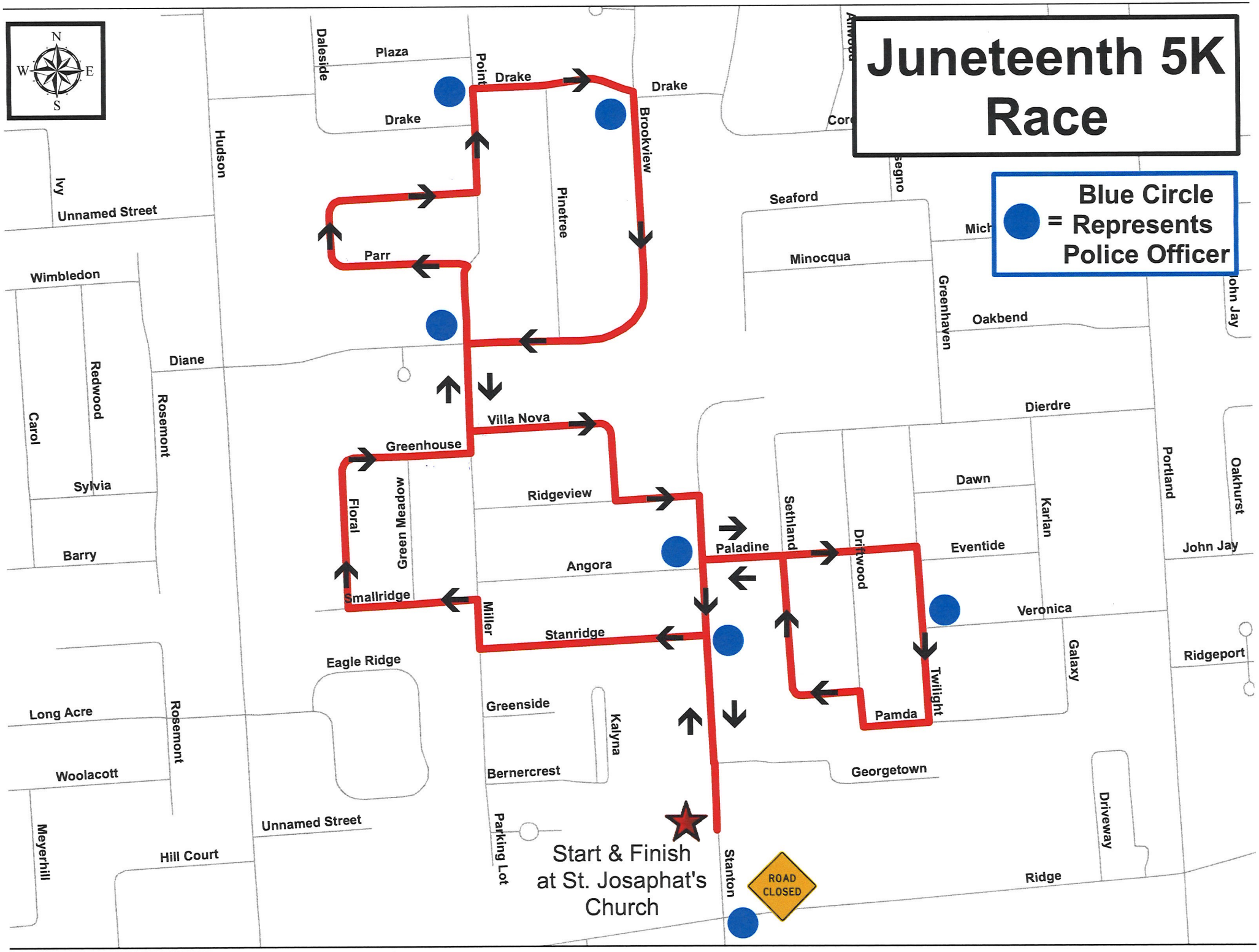
☐ YES ☑ NO IF NO, NUMBER INFORMED: we do notify 2 weeks prior to race/walk

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


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

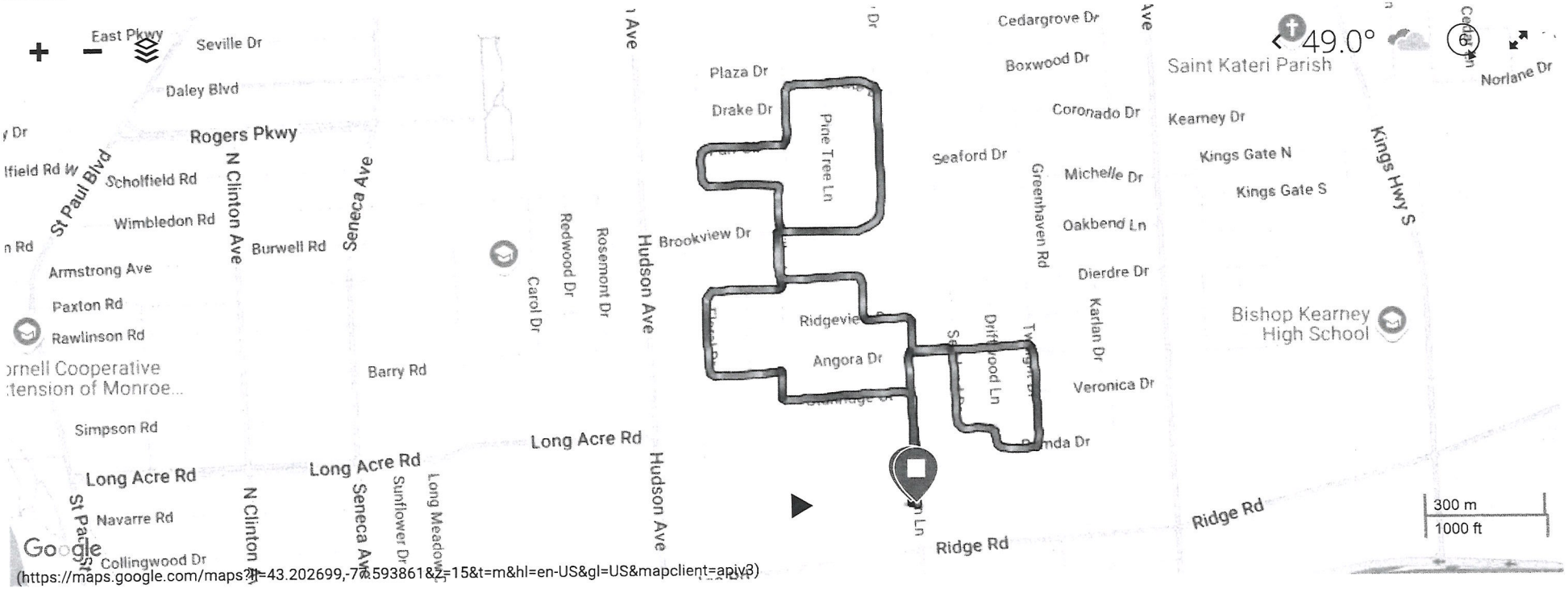
NEW ROUTE

url=https://connect.garmin.com/modern/activity/18664630735)

Irondequoit Running

Event: -- Event Type: Uncategorized Course: -- Gear: Add

3.00 mi Distance	8:04.2 Time
2:41 /mi Avg Pace	207 ft Total Ascent
26 Calories	



Slower Faster

Sign In (https://connect.garmin.com/modern/auth/logout/?

Melissa Rhoads

From: Ann Doeller
Sent: Wednesday, April 1, 2026 11:43 AM
To: Melissa Rhoads
Subject: Fw: Irondequoit Juneteenth 5k route approval
Attachments: Juneteenth-ERASE 5K Race Map 3-24-25.pdf; Juneteenth 5K.pdf

Melissa,

See email above & below. I have yet to receive an application for this.

Sincerely,
Ann Doeller
Commissioner's Office
Department of Public Works
2629 E. Ridge Rd
Rochester, NY 14622
Phone: 585-336-6033

From: Raymond, John D <JRaymond@monroecounty.gov>
Sent: Thursday, March 19, 2026 8:40 AM
To: erasenow619@gmail.com <erasenow619@gmail.com>
Cc: jconnormft@gmail.com <jconnormft@gmail.com>; Ann Doeller <adoeller@irondequoit.gov>
Subject: FW: Irondequoit Juneteenth 5k route approval

This message was sent securely using Zix®

Your email below says the route is the same as last year, but last year's letter (attached) says you would be crossing Portland Ave at Kearney Dr. This year's map shows the entire route on Town roads (including Stanton Ln), with no use of County roads. Therefore, no parade permit letter from MCDOT is required.

John D. Raymond
Permits Engineer
Monroe County Department of Transportation
City Place, Suite 6100
50 W. Main St
Rochester, NY 14614
Office: 585-753-7711
Fax: 585-324-4326
jraymond@monroecounty.gov

From: E.R.A.S.E. <erasenow619@gmail.com>
Sent: Wednesday, March 18, 2026 11:10 AM
To: Cordello, Joyce L <JCordello@monroecounty.gov>; mcdot permits <mcdotpermits@monroecounty.gov>; Jeanine Connor <jconnormft@gmail.com>
Subject: Irondequoit Juneteenth 5k route approval

NO COUNTY PERMIT REQUIRED in 2026

Department of Transportation

Monroe County, New York

Adam J. Bello
County Executive

Thomas J. Frys, P.E.
Director

Letter from 2025 -> for reference only due to mention in email to DPW 4/1/26 (M)

March 10, 2025

Ms. Latanya Morse, Treasurer
Irondequoit ERASE
1400 Portland Ave, Suite 24
Rochester, New York 14621

RE: PARADE PERMIT – 2025 JUNETEENTH 5K – TOWN OF IRONDEQUOIT

Dear Ms. Morse:

This is to inform you of the approval to use Portland Ave (CR114) crossing Portland Ave at Kearney Drive for the purpose of the Juneteenth 5K event. The event will take place on Saturday, June 21, 2025, from approximately 8:30 am to 10:30 am.

All emergency departments must be notified by your office of the dates and times of the above activities. This approval is 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. It is also our understanding that the Irondequoit Police Department and volunteer intersection guards will provide traffic control within the approved activities and locations.

If you have any questions, please contact John Raymond at 753-7711 or me at 753-7729.

Sincerely,

Henry Herdzik, P.E.
Chief of Highway and Bridge Engineering

HH:JR:jlc

cc: T. Frys, T. Harris, T. Cesario, M. Matteson
J. David, Irondequoit Fire Marshal
E. Magee, Commissioner, Irondequoit DPW
S. Peters, Chief, Irondequoit Police Department
J. Tolar-Boasi, RGRTA
File H:\Subject\Trans Eng - Permits\PERMITS\Parade\2025\Irondequoit\Juneteenth 5K.doc

50 West Main Street • Suite 6100 City Place Building • Rochester, New York 14614-1231
(585) 753-7720 • *fax:* (585) 753-7730 • *www.monroecounty.gov* • email: *mcdot@monroecounty.gov*

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

ERASE
(Individual or Company Name)

By Jeanine Connor
Signature

Jeanine Connor
Print Name and Office

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/24/2026

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 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

Foresite Sports LLC
DBA: Eventsured
3553 West Chester Pike #418
Newtown Square, PA 19073

CONTACT NAME: Eventsured Customer Service
PHONE (A/C, No, Ext): 888-882-5902 FAX (A/C, No):
E-MAIL ADDRESS: info@eventsured.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Houston Casualty Company	42374
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

ERASE
Danielle Roque
1400 Portland Avenue Ste 24
Rochester, NY 14617

COVERAGES **CERTIFICATE NUMBER:** TM512157 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y	Y	H25SE00172/TM512157	06/20/2026 12:01AM	06/21/2026 2:01AM	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
							DEDUCTIBLE	$ 0
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Additional Insureds must be venue managers or municipalities and are added with respect to our insureds operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Running Events (5K, 8K, & 10K) to be held on 06/20/2026 - 06/20/2026 with 300 attendees at St Josaphat's Ukrainian Catholic Church 940 Ridge Rd East Rochester, NY 14621. Additional Insureds include: St Josaphat's Ukrainian Catholic Church 940 Ridge Rd East Rochester, NY 14621; Municipality- Town of Irondequoit (WOS & PNC selected).

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/24/2026

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

PRODUCER	CONTACT NAME: Eventsured Customer Service
Foresite Sports LLC DBA: Eventsured 3553 West Chester Pike #418 Newtown Square, PA 19073	PHONE (A/C, No, Ext): 888-882-5902 FAX (A/C, No): E-MAIL ADDRESS: info@eventsured.com
INSURED ERASE Danielle Roque 1400 Portland Avenue Ste 24 Rochester, NY 14617	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Houston Casualty Company — 42374 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** TM512157 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y	Y	H25SE00172/TM512157	06/20/2026 12:01AM	06/21/2026 2:01AM	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DEDUCTIBLE	$ 1,000,000 $ 100,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 0
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Additional Insureds must be venue managers or municipalities and are added with respect to our insureds operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Running Events (5K, 8K, & 10K) to be held on 06/20/2026 - 06/20/2026 with 300 attendees at St Josaphat's Ukrainian Catholic Church 940 Ridge Rd East Rochester, NY 14621. Additional Insureds include: St Josaphat's Ukrainian Catholic Church 940 Ridge Rd East Rochester, NY 14621; Municipality- Town of Irondequoit (WOS & PNC selected).

CERTIFICATE HOLDER

St Josaphat's Ukrainian Catholic Church
940 Ridge Rd East
Rochester NY, 14621

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Melissa Rhoads

From: Susan Lamanna <susanlam@paris-kirwan.com>
Sent: Tuesday, April 7, 2026 4:50 PM
To: Melissa Rhoads
Subject: RE: ERASE Juneteenth 5K

Hi Melissa,

You should be all set with this one as well.

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

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

From: Melissa Rhoads <mrhoads@irondequoit.gov>
Sent: Monday, April 6, 2026 10:19 AM
To: Susan Lamanna <susanlam@paris-kirwan.com>
Subject: ERASE Juneteenth 5K

Good morning Susan! Please see attached application for the ERASE Juneteenth 5K, it is attached. Please let me know if anything is needed or if it is approved or denied. Thank you and have a great day!

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

a town for a lifetime
IRONDEQUOIT New York

Scott Peters, IPD

Jeffrey David, Fire Marshal

Erin Magee, DPW Commissioner

To: Distribution

From: Melissa Rhoads, Clerk's Office

Date: 04/06/2026

Re: ERASE Juneteenth 5K

Chief,

Please read the attached Parade/Walk/Run. 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/Walk/Run. It requires your review and approval. Please review, approve/deny and forward interoffice mail to Erin Magee in the Department of Public Works Department.

Erin, 4-20-26

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

Thank you!

Attachment: Parade/Walk/Run Application

Event Name: ERASE Juneteenth 5K

Event Date: 06/20/26

Time: 8:30 am (set up begins at 7:00 am)

Place and Address: St. Josaphat's Church, 940 Ridge Rd

Resolution Number 2026-

EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR THE ST. JOSAPHAT'S UKRAINIAN CATHOLIC CHURCH ANNUAL UKRAINIAN FESTIVAL

At the regular meeting of the Town Board of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 19th day of May 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 St. Josaphat's Ukrainian Catholic Church requesting permission to hold their annual Ukrainian Festival from Noon on Thursday, August 13, 2026 to Midnight on Sunday, August 16, 2026; and

WHEREAS, the Festival equipment/rides set up start date is 8:00 a.m. on Monday, August 10, 2026, and the equipment/rides take down date is 8:00 a.m. on Monday, August 17, 2026 at 95 Stanton Lane, Rochester, NY; and

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

NOW THEREFORE, BE IT RESOLVED, that the Town Board approves the Special Event License for St. Josaphat's Ukrainian Catholic Church to hold its annual Ukrainian Festival beginning Thursday, August 13, 2026 at 12:00 p.m., and running through Sunday, August 16, 2026, at Midnight. Equipment/rides may be set up on Monday, August 10, 2026, and taken down on Monday, August 17, 2026. This approval is conditioned on the applicant notifying all affected residents before the event.

This resolution shall take effect immediately upon its adoption.

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

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

ck #212

$150.00 Application Fee

Date Received: 4/17/26 By: LE

Insurance Approval: 4/28/26 - see attached email

Fire Marshal Approval :

Signature

4/27/26

Date

Police Department Approval :

Signature

4/22/2026

Date

Department of Public Works:

Signature

5/1/26

Date

Security Deposit (If Applicable)

Amount Taken:_____

Received by:_____

Date Received:_____

March 24, 2004

NEW LOCAL LAW

APPLICATION FOR LICENSE TO CONDUCT FESTIVALS/CARNIVALS/EVENTS

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

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

GENERAL:

Name of Applicant: St. Josaphat Ukrainian Catholic Church

Applicant's Address: 940 E. Ridge Rd, Rochester, NY 14621

Telephone Number: (585) 467-6457 - Jill

If Corporation, list State of Incorporation: New York

Corporation Officers' Addresses: 940 E. Ridge Rd, Rochester NY 14621

Type of Event Planned: Festival (annual Ukrainian Festival)

Event Site Address: 95 Stanton Ln, Rochester, NY 14617

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

Name of Outside Contractor (or Concessionaire): Adventures in Climbing Amusement Inflatables

Contractor Residence Address (Local): 912 State Route 104, Suite 100 Ontario, NY

Contractor Telephone No.: (585) 615-3211

Contractor Business Address: same

Contractor Business Telephone No.: same

Names of Contractor Employees:

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

If employees are housed on event site, state in what manner: no

rstjosap@rochester.rr.com.

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

6-8 inflatables : rides

POWER:

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

House Current Generator

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

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

Existing LED Lighting : temporary area lighting

PARKING/TRANSPORTATION:

Storage location of trailers and trucks (indicate on map): no outside storage

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

Street route to be used to transport equipment/rides to and from event site: Rt 104 Carter St, Staton Ln

Nature and scope of event advertising: Newspaper, TV, Radio posters, social media, website, parish outside sign

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

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

SURETY:

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

of license, the following:

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

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

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

Equipment/rides set up start date 8/10/26 Time 8:00 am

Event Start Date 8/13/26 Time 12noon

Event Completion Date 8/16/26 Time 12 midnight

Equipment/rides take down date 8/17/26 Time 8:00 am

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

NAME Rev. Philip Weiner
ADDRESS 940 E. Ridge Rd, Rochester 14621
TELEPHONE NO. (585) 467-6457

NAME Andrew Harushersky
ADDRESS 64 Buck Hill Rd Rochester 14624
TELEPHONE NO. (585) 820-6273

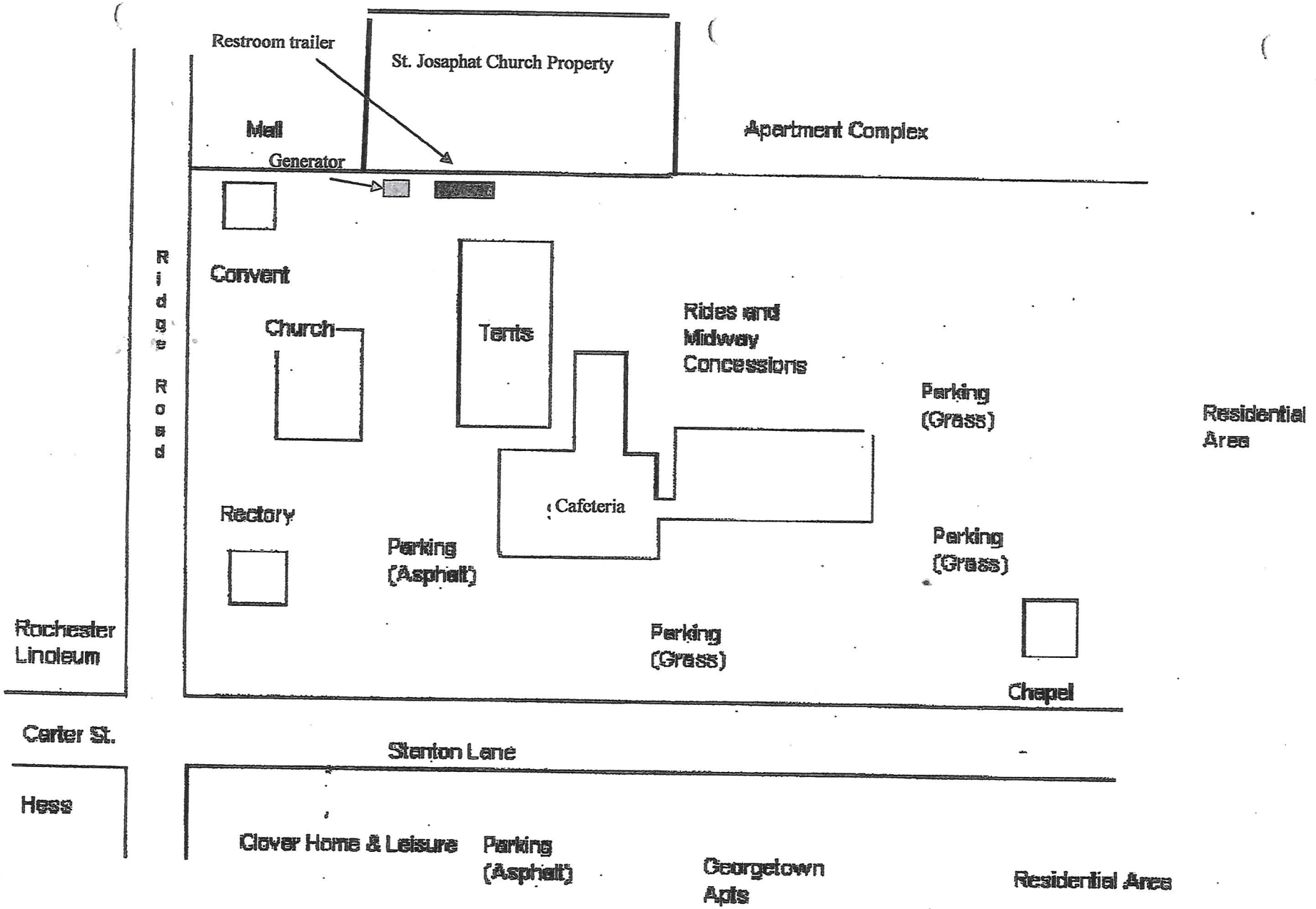
Date of Application: 4/17/2026

Signature of Applicant: Rev. Philip Weiner

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

Name of Event: St. Josaphat Ukrainian Festival

FOR TOWN USE ONLY: Festivals / Carnivals / Events



St Josaphat's Ukrainian Festival Site Map

TOWN OF IRONDEQUOIT

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

IMDEMNIFICATION AND CONTRIBUTION AGREEMENT

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

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

4-17-26
Date

ST. JOSAPHAT'S UKRAINIAN FESTIVAL
(Individual or Company Name)

By _____
Signature

ANDREL HNATSHYSHYN
Print Name and Office

N/A

Roadway Jurisdiction

City

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

County

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

State

Empire Blvd

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

Signature:_____ Date:_____

*Please attach any approval letters that you receive

Certificate of Coverage

Date: 4/8/2026

Certificate Holder
Ukrainian Catholic Diocese
Province of Stamford
Chancery Office
161 Glenbook Road
Stamford, CT 06902

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
St Josaphat's Parish
940 E Ridge Road
Rochester, NY 14621

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability ☒ Occurrence ☐ Claims Made	8761	1/1/2026	1/1/2027	Each Occurrence	1,000,000
					General Aggregate	2,000,000
					Products-Comp/OP Agg	2,000,000
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability	8761	1/1/2026	1/1/2027	Each Occurrence	1,000,000
					Annual Aggregrate	
	Other Liquor Liability	8761	1/1/2026	1/1/2027	Each Occurrence	1,000,000
					Claims Made	
					Aggregate	
					Annual Aggregrate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

St Josaphat's Church Festival to be held on Stanton Lane Property, August 13-16, 2026. Coverage includes Products, Completed Operations Liability and Liquor Liability.
The Holder of Certificate is an additional protected person(s) on a primary and non-contributory basis when required by written contract or agreement. Waiver of Subrogation applies. A 30 Day Notice of Cancellation Applies.

Holder of Certificate

Additional Protected Person(s)

Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 **days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

Authorized Representative Paul A. Petrarca

0567000327

ENDORSEMENT

General Conditions
(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 8/13/2026 Charge _____ Credit _____

Certificate Holder
Ukrainian Catholic Diocese
Province of Stamford
Chancery Office
161 Glenbook Road
Stamford, CT 06902

Certificate No. 8761 of The Catholic Mutual Relief Society is amended as follows:

WAIVER OF SUBROGATION BETWEEN PROTECTED PARTIES

It is agreed that this Certificate is amended that notwithstanding anything to the contrary in Paragraph 11 of the General Conditions of the Certificate, Right of Recovery, in the event of any payment under this Certificate, we waive our right of recovery against any Additional Protected Person(s) in the Certificate.

Paul A. Peterson
Authorized Representative

PKS-113 (1-89)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/21/2026

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

VanScoter Insurance Agency, LLC
1577 Ridge Road West, Suite 216
Rochester, NY 14615

CONTACT NAME: Sharon Morse
PHONE (A/C, No, Ext): (585)663-2004
FAX (A/C, No): 5856632055
E-MAIL ADDRESS: sharon@vanscoterinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Erie Insurance Company	26263
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Adventures in Climbing LLC
912 State Route 104 Ste 100
Ontario, NY 14519-8963

COVERAGES CERTIFICATE NUMBER: 00014777-260302094220 REVISION NUMBER: 4

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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	Q02-7440030	02/24/2026	02/24/2027	COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 1,000,000
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Ukrainian Festival
Certificate Holder is provided additional insured status on a primary and noncontributory basis when required by written contract or agreement. Waiver of subrogation applies. A 30 day notice of cancellation applies.

CERTIFICATE HOLDER

The Town of Irondequoit
1280 Titus Ave
Rochester, NY 14617

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Sharon Morse (SEM)

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/21/2026

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PRODUCER VanScoter Insurance Agency, LLC 1577 Ridge Road West, Suite 216 Rochester, NY 14615	CONTACT NAME: Sharon Morse PHONE (A/C, No, Ext): (585)663-2004 FAX (A/C, No): 5856632055 E-MAIL ADDRESS: sharon@vanscoterinsurance.com
INSURED Adventures in Climbing LLC 912 State Route 104 Ste 100 Ontario, NY 14519-8963	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Erie Insurance Company — 26263 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 00014777-260302094220** **REVISION NUMBER: 4**

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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ $ $ $ $ $ $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	Q02-7440030	02/24/2026	02/24/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ 1,000,000 $ 1,000,000 $ 1,000,000 $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Ukrainian Festival
Certificate Holder is provided additional insured status on a primary and noncontributory basis when required by written contract or agreement. Waiver of subrogation applies. A 30 day notice of cancellation applies.

CERTIFICATE HOLDER

The Town of Irondequoit
1280 Titus Ave
Rochester, NY 14617

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Sharon Morse (SEM)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/27/2026

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PRODUCER Olivier VanDyk Insurance Agency, Inc. 37 Ottawa Ave NW, Suite 400 Grand Rapids MI 49503 License#: 0007645 ADVEINC-02	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** 616-454-0800 **FAX (A/C, No):** 616-454-7100 **E-MAIL ADDRESS:** certificates.sbu@ovdinsurance.com
INSURED Adventures In Climbing, LLC 912 State Route 104 Ontario NY 14519	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Cincinnati Specialty Underwriters Ins Co / 13037 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 889930127 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CSU 0222306	12/15/2025	12/15/2026	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 $ 100,000 $ 0 $ 2,000,000 $ 3,000,000 $ 3,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Ukrainian Festival

Certificate holder is additional insured on a primary non contributory basis; waiver of subrogation applies to the extent that coverage is provided in the following endorsement. 30 day notice of cancellation applies.

CERTIFICATE HOLDER

The Town of Irondequoit
1280 Titus Ave
Rochester NY 14617

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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OVD
INSURANCE

Please note our procedures with regards to certificates of insurance:

The presence of Additional Insured (including blanket versions) and/or Waiver of Subrogation endorsements or policy language is denoted by a "Y" in the appropriate column on the certificate. In accordance with the ACORD 25 Certificate Forms Instruction Guide and in keeping with the directive set forth by the Department of Insurance, the Description of Operations box will be used exclusively for the purpose prescribed on the form (description of operations, insured locations, and insured vehicles, as applicable). The ACORD 101 form is designed as an extension of the ACORD 25 Description of Operations box and is similarly restricted in its use.

If you require any endorsements or 30-day notice of cancellation forms related to information denoted on the form, we will attach the corresponding endorsements which follow this letter. Some forms are immediately available to send to you while others will become available when issued by the insurance company, generally within 30 days, and are available by request.

Our insurance agency is unfortunately unable to comply with any request to issue a certificate that does not conform to Department of Insurance laws and regulations. We have instead provided you with a lawful certificate that provides a courtesy summary of the referenced policy's terms, limits, and conditions.

As a result of recent legislative actions, state laws now explicitly address certificates of insurance for property and casualty coverage that do not accurately reflect the terms of the referenced policy. (Reference: Michigan Chapter 22A of Insurance Code 500.2270-2277, Pennsylvania Code Chapter 89b relating to property and casualty filing and form, North Carolina General Statute §58-3-149). **These statutes and regulations, amongst others, expressly prohibit our business from:**

- Issuing or delivering a certificate of insurance that alters, amends, or extends the coverage provided by an insurance policy referred to in the certificate; or
- Preparing or issuing a certificate that contains false or misleading information concerning an insurance policy.

This also applies to those who request certificates. Specifically, it prohibits any person from demanding or requiring the issuance of a certificate from an insurer, insurance producer, or policyholder that contains false or misleading information concerning an insurance policy referred to in the certificate. These regulations provide administrative and civil remedies for violations, some as high as $500 per violation, and increasing to $2,500 per violation when a person knows or should have known that they were in violation of these new requirements.

Our business takes its legal obligations very seriously, and we appreciate your understanding of the limitations imposed on our agency by these statutory requirements. However, if you continue to request or demand the issuance of an insurance certificate that does not conform to the requirements of your state law or any other document that misrepresents the terms, limits, or conditions of an insurance policy, we may report your actions to your state Department of Insurance and Financial Services.

While we are barred from responding to your request for coverage language in the "Description of Operations" box, we encourage you to contact us if you have any questions about the certificate of insurance that you have been provided or any other matter. Thank you for your cooperation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED - WHEN REQUIRED IN ANY NON-CONSTRUCTION CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on this Coverage Part, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of "your work" operations for that additional insured. A person or organization's status as an insured under this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering, surveying or construction management services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
   b. Providing or hiring independent professionals to provide engineering, architectural, surveying or construction management services; or
   c. Supervisory or inspection activities performed as part of any related architectural, engineering or construction management activities.

   Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.
2. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnity another because of damages arising out of such injury.
3. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.

C. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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D. With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - PER CONTRACT

This endorsement modifies insurance provided under the following:

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

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - CONDITIONS:**

If you have agreed, in a written contract or agreement, to provide a waiver of any right of recovery against a person or organization, we will waive any right of recovery we may have against that person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to that person or organization for which you have agreed to in a written contract to provide said waiver.

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NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

SCAN TO VALIDATE
AND SUBSCRIBE

^ ^ ^ ^ ^ ^ 260893122
ADVENTURES IN CLIMBING, LLC
912 STATE ROUTE 104
SUITE 100
ONTARIO NY 14519

POLICYHOLDER	CERTIFICATE HOLDER
ADVENTURES IN CLIMBING, LLC 912 STATE ROUTE 104 SUITE 100 ONTARIO NY 14519	THE TOWN OF IRONDEQUOIT 1280 TITUS AVE ROCHESTER NY 14617

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
R2026 877-7	109056	04/25/2026 TO 04/25/2027	4/27/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2026 877-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 542029795

U-26.3

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) ADVENTURES IN CLIMBING LLC 912 STATE ROUTE 104 STE 100 ONTARIO, NY 14519	1b. Business Telephone Number of Insured (315) 333-5003
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1c. Federal Employer Identification Number of Insured or Social Security Number 260893122
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) THE TOWN OF IRONDEQUOIT 1280 TITUS AVE ROCHESTER, NY 14617	3a. Name of Insurance Carrier **New York State Insurance Fund (NYSIF)** 3b. Policy Number of Entity Listed in Box "1a" DBL 5708 64 - 0 3c. Policy effective period 05/01/2025 to 05/01/2027

4. Policy provides the following benefits:
   - ☒ A. Both disability and paid family leave benefits
   - ☐ B. Disability benefits only
   - ☐ C. Paid family leave benefits only

5. Policy covers:
   - ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
   - ☐ B. Only the following class or classes of employer's employees:

_____

_____

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 4/20/2026 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier,this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

Certificate Number 882740

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

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

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

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Melissa Rhoads

From: Susan Lamanna <susanlam@paris-kirwan.com>
Sent: Tuesday, April 28, 2026 12:00 PM
To: Melissa Rhoads
Subject: RE: Insurance documents

Hi Melissa,

You are correct, the WC form provided is equivalent to the C105.2; my apologies, I'm so stuck on a Municipality having to be a C105.2 for Workers Compensation. All set, this is now approved.

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

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

From: Melissa Rhoads <mrhoads@irondequoit.gov>
Sent: Monday, April 27, 2026 1:11 PM
To: Susan Lamanna <susanlam@paris-kirwan.com>
Subject: FW: Insurance documents

Hello Susan! Here are updated COI documents from Adventures in Climbing for the Ukrainian Festival. I spoke with their insurance rep today and they did add an additional COI which would include the General Liability that they did not have before.

However, they said this is the normal Workers Compensation paperwork that they always provide clients, and that it is what they submitted last year. I did check last year and it was the same form they provided this year.

Let me know your thoughts. Thanks!

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