

INTER-MUNICIPAL AGREEMENT
IRONDQUOIT BAY MANAGEMENT PROJECT
COORDINATING COMMITTEE

October, 2025

INTER-MUNICIPAL AGREEMENT
RELATING TO IRONDEQUOIT BAY

BETWEEN

The **TOWN OF IRONDEQUOIT**, with offices at 1280 Titus Avenue in the Town of Irondequoit; the **TOWN OF PENFIELD**, with offices at 3100 Atlantic Avenue, in the Town of Penfield; the **TOWN OF WEBSTER**, with offices at 1000 Ridge Road, in the Town of Webster, and the **COUNTY OF MONROE**, with offices at 39 West Main Street, in the City of Rochester, (collectively, “the parties”).

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

WHEREAS, in view of the foregoing, the parties deem it in their best interests to enter into a cooperative Intermunicipal Agreement pursuant to Article 5-G of the General Municipal Law; and

WHEREAS, the County Executive of Monroe County is authorized to execute this Agreement pursuant to Resolution No. 257 of 2015, adopted by the Monroe County Legislature on October 13, 2015 (copy attached as Exhibit A); and

WHEREAS, the Supervisor of the Town of Irondequoit is authorized to execute this Agreement pursuant to Resolution No. 203 of 2015, adopted by the Town Board on, September 17 2015 (copy attached as Exhibit B); and

WHEREAS, the Supervisor of the Town of Penfield is authorized to execute this Agreement pursuant to Resolution No. 15T-169 of 2015, adopted by the Town Board on, September 16, 2015 (copy attached as Exhibit C); and

WHEREAS, the Supervisor of the Town of Webster is authorized to execute this Agreement pursuant to Resolution No. 217 of 2015, adopted by the Town Board on, October 1, 2015 (copy attached as Exhibit D).

NOW, THEREFORE, as authorized by Article 5-G of the General Municipal Law, the parties agree as follows:

ARTICLE I. BACKGROUND AND FINDINGS

Irondequoit Bay is located adjacent to or within the boundaries of all municipal parties. All of the parties to this Agreement have jurisdiction over and/or review powers relating to the use and development of Irondequoit Bay and its surrounding area. This Agreement does not impact and/or diminish any of the above parties' statutory jurisdiction. All of the parties support the continued existence of the Irondequoit Bay Coordinating Committee (IBCC) and Irondequoit Bay Technical Staff (IBTS) as advisory committees whose mission is to coordinate, among the various levels of government with an interest in Irondequoit Bay, all levels of public and private use of the area, and to develop, recommend, implement and monitor related policies. All parties regard the IBCC as a steward of Irondequoit Bay, providing an effective mechanism to balance the rights of all stakeholders while protecting the Bay's ecosystem.

ARTICLE II. GOALS

The Goals of the Irondequoit Bay Coordinating Committee are:

- Maintain a consistent vision of Irondequoit Bay;
- Conduct outreach, educate stakeholders and increase public's awareness of vision;
- Minimize conflicts between stakeholders;
- Encourage consistency among town codes, laws and plans;
- Encourage proactive resource management;
- Conduct ongoing resource assessment and identify cumulative impacts;
- Encourage increased public access to Irondequoit Bay;
- Encourage and support ongoing navigability of the federal navigation channel;
- Maintain consistency of the development review process;
- Support use of technological resources;
- Provide technical assistance to member agencies;
- Coordinate effective collaboration with other related agencies;
- Support efforts to obtain funding to advance knowledge base, preservation efforts and safe use of the Bay;
- Support efforts to maintain and expand economic development and tourism opportunities on the Bay; and
- Facilitate enactment of resolutions pertaining to these goals.

ARTICLE III. ORGANIZATION, ROLES AND RESPONSIBILITIES

The members of the IBCC are signatories to this Agreement and are primarily responsible for achieving the goals set forth in Article II. The IBTS advises and supports the IBCC.

A. Irondequoit Bay Coordinating Committee

The four signatory members to this Agreement form the IBCC and include the Supervisors from the Towns of Irondequoit, Penfield and Webster and the Monroe County Executive.

The roles and responsibilities of the IBCC members are to:

- Coordinate implementation of goals;
- Determine parameters of projects to be reviewed;
- Coordinate public and private use of the area;
- Develop, recommend, implement and monitor policy;
- Create ad hoc committees as needed;
- Provide guidance to staff;
- Communicate IBCC goals and initiatives and Bay issues to the municipal boards, county legislature and state legislature as needed; and
- Issue Irondequoit Bay emergency status updates to public.
- Adopt updates to Harbor Management Plan and Law.

B. Irondequoit Bay Technical Staff

Members of the IBTS include parties to this Agreement and agencies who are non-signatories that are involved in the implementation of this Agreement. The roles and responsibilities of each member are outlined below.

1. Towns

- a. Staff and elected or appointed officials -- As members of the IBTS, the roles and responsibilities of town staff and elected or appointed officials relating to this Agreement are to:
 - i. Distribute applications to IBTS members, as land use application intake processor;

- ii. Prepare comments to permit issuing agencies and prepare follow-up comments to IBCC as needed;
 - iii. Oversee preparation of coordinated waterfront revitalization plans for the bay area;
 - iv. Invite a member of the Town or Planning Board to participate in the technical review process as appropriate;
 - v. Oversee and implement applicable stormwater and erosion and sediment control regulations and coordinate with NYS Department of Environmental Conservation (DEC) as appropriate;
 - vi. Coordinate development projects in waterfront zoning and environmental protection overlay districts in bay area;
 - vii. Coordinate SEQR process for actions proposed within bay area and treat other bay municipalities as interested agencies;
 - viii. Develop and recommend guidelines, plans, programs, enforcement measures and joint funding opportunities for the IBCC;
 - ix. Update and ensure consistency with the Irondequoit Bay Harbor Management Plan and the Irondequoit Bay Harbor Management laws among all towns on the Bay;
 - x. Act as liaison between Town Board or Planning Board and IBTS;
 - xi. Communicate IBTS comments to Town Board or Planning Board; and
 - xii. Report back to IBTS regarding the status of application and comments made to Town Board or Planning Board.
- b. Other municipal members of the IBTS or its ad hoc committees may be duly appointed by the Supervisor/Town Board. Their role would be to:
- i. Provide insight into living, boating, fishing and commercial issues on the Bay, and
 - ii. Assist in the outreach and educational efforts.

2. County

- a. Staff – As members of the IBTS, the major responsibilities of Monroe County staff and agencies relating to this Agreement are to:
 - i. Facilitate coordination among the participating municipalities, county agencies, NYS DEC, and all other Federal, State, and local agencies;
 - ii. Adhere to adopted Irondequoit Bay Harbor Management Plan and the Irondequoit Bay Harbor Management laws in permit reviews and approvals concerning Irondequoit Bay and with relation to construction and development;
 - iii. Adhere to agreements related to operation of parks and facilities;
 - iv. Assist the towns in identifying and resolving issues associated with land and water surface use around Irondequoit Bay;
 - v. Assist the towns in identifying funding sources associated with water quality preservation and monitoring in Irondequoit Bay;
 - vi. Review development proposals pursuant to General Municipal Law 239-m; and
 - vii. Provide staff support and technical assistance to the IBCC.
- b. The department and agency specific roles and responsibilities of Monroe County are itemized below.
 - i. Monroe County Department of Planning and Development, including the Fishery Advisory Board will:
 - Coordinate meetings;
 - Provide technical assistance, mapping and general information to IBTS;
 - Review development applications pursuant to GML Section 239-m; and
 - Provide assistance by making recommendations on fishery issues.

- ii. Monroe County Health Department, including the Environmental Management Council and the Water Quality Coordinating Committee will:
 - Provide assistance to the IBTS to further its efforts to ensure water quality in Irondequoit Bay; and
 - Provide input on the management of environmentally sensitive areas and on activities undertaken by the IBCC.
- iii. Monroe County Department of Environmental Services will provide assistance to the IBTS to further its efforts to ensure water quality in Irondequoit Bay.
- iv. Monroe County Sheriff's Marine Unit will provide assistance by enforcing laws on the Bay, making recommendations on safety issues and providing safety training opportunities.
- v. Monroe County Office of Emergency Management will provide assistance in emergency planning and responding to emergencies on the Bay (e.g. high lake levels).
- vi. Monroe County Parks will:
 - Provide assistance by making recommendations about park issues, and
 - Coordinate with the IBTS regarding proposed park plans, programs and developments.
- vii. Monroe County Soil & Water Conservation District will:
 - Provide technical assistance to IBTS in the form of reviewing plans and making recommendations;
 - Serve as a technical resource for best practices in erosion and sediment control, stormwater management and drainage;
 - Provide technical guidance about stream bank and steep slope stabilization;
 - Provide agronomic assistance for critical area seedlings;
 - Provide training opportunities to public officials and other stakeholders regarding stormwater management; and

- Assist developers and communities comply with regulatory compliance related to sediment and erosion control, stormwater management, and other natural resource protection measures.

3. State

- a. Department of Environmental Conservation. Although not a party to this Agreement, the Regional Office of the State Department of Environmental Conservation maintains its support of this Agreement and has indicated that it will cooperate with the parties pursuant to Article 3, Title 3 of the Environmental Conservation Law by:

- i. Coordinating DEC application status information with IBTS staff as appropriate;
- ii. Preparing comments regarding permit applications;
- iii. Providing technical assistance to IBTS on an as needed basis;
- iv. Providing educational opportunities for the committee regarding air, water and soil quality and fish and wildlife resources; and
- v. Assisting, guiding and educating the committee with respect to SEQR and FEMA flood regulations and other relevant State environmental regulations administered by DEC.

- b. Department of State — Although not a party to this agreement, the New York State Department of State supports the agreement and has indicated that it will provide a state-wide perspective on coastal resource management and input on activities undertaken by the IBCC and provide funding mechanisms to rehabilitate and enhance waterfront properties consistent with the Town's Local Waterfront Revitalization Plans.

ARTICLE V. SUNSET PROVISION

This Agreement may be changed at any time with the mutual written consent of all parties. This Agreement will be effective until September 30, 2035.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated.

COUNTY OF MONROE

Date:

By: _____
Adam J. Bello, County Executive

TOWN OF IRONDEQUOIT

Date:

By: _____
Andraé Evans, Supervisor

TOWN OF PENFIELD

Date:

By: _____
Jeffrey Leenhouts, Supervisor

TOWN OF WEBSTER

Date:

By: _____
Tom Flaherty, Supervisor

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this ____ day of _____, 2025, before me, the subscriber personally came _____ to me known, who being by me duly sworn did depose and say that (s)he resides in the County of Monroe, New York; that (s)he is the _____ of the _____, the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by the virtue of the statutes of the State of New York in such case made and provided; and that (s)he executed said instrument on behalf of the _____ and signed Resolution No. ____ of ____, adopted by said _____.

Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) SS:
CITY OF ROCHESTER)

On this ____ day of _____, 2025, before me, the subscriber personally came _____ to me known, who being by me duly sworn did depose and say that (s)he resides in the County of Monroe, New York; that (s)he is the _____ of the _____, the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by the virtue of the statutes of the State of New York in such case made and provided; and that (s)he executed said instrument on behalf of the _____ and signed Resolution No. ____ of ____, adopted by said _____.

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Notary Public

Exhibit A

Monroe County Resolution authorizing Agreement to execute IMA relating to Irondequoit Bay

Exhibit B

Town of Irondequoit Resolution authorizing Agreement to execute IMA relating to Irondequoit Bay

Exhibit C

Town of Penfield Resolution authorizing Agreement to execute IMA relating to Irondequoit Bay

Exhibit D

Town of Webster Resolution authorizing Agreement to execute IMA relating to Irondequoit Bay