

INTER-MUNICIPAL LEASE AGREEMENT

THIS INTER-MUNICIPAL LEASE AGREEMENT (this "Agreement") is made as of the 5TH day of November, 2025, by and among the PITTSFORD FIRE DISTRICT, a municipal corporation having an address of 8 Monroe Avenue Pittsford ("Fire District"), and the TOWN OF PITTSFORD, NEW YORK, a municipal corporation having an address of 11 South Main Street, Pittsford, New York 14534 ("Town") and the VILLAGE OF PITTSFORD, NEW YORK, a municipal corporation having an address of 21 North Main Street, Pittsford, New York 14534 ("Village") (the Fire District, the Town and the Village are collectively, "Parties").

WITNESSETH:

WHEREAS, the Parties intend to share the use and maintenance of a parking area owned by the Fire District; and

WHEREAS, the said use and maintenance of said parking area shall be subject to the terms and conditions of this Agreement as herein provided.

NOW, THEREFORE, in consideration of the foregoing, for Ten and 00/100 Dollars (\$10.00), and for other good and valuable consideration, the payment, receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. LEASED PROPERTY: The Fire District leases to the Parties the entire parking lot east of and adjacent to the fire station, which station and lot are located adjacent to Monroe Ave. and North Main St, in the Village of Pittsford, New York, together with all driveways and access ways to said parking lot, as depicted on an overhead photograph annexed hereto as Exhibit A (hereafter "*Leased Area*").

2. TERM: The term of this Lease shall be for ten (10) years, which term shall commence July 1, 2025 or earlier if the Leased Area is available for use and occupancy by the Parties and the Parties agree to said earlier occupancy.

3. USE OF PROPERTY:

- a) The Parties shall use the property only as a public parking lot for use by the general public and all members, employees, and invitees of the Parties (hereafter "*Party Users*")
- b) As reasonably determined by the Fire District, part or all of this lot may be closed to the Parties and the public from time to time to accommodate operational, maintenance or other Fire District needs.

4. IMPROVEMENTS AND MAINTENANCE: During the term of the Agreement, the Town and Village shall each work cooperatively to provide and be responsible for, at their cost, all maintenance of the Leased Area and related access ways in good operating condition, including salting, snow removal, pot-hole repair, crack-filling, sealing and striping for the Leased Area, all as shown on the photograph annexed hereto as Exhibit A. The Fire District shall provide all the curb cuts to streets, curbing, lighting, landscaping, mowing,

trimming, and lighting reasonable and necessary for a good, safe and efficient operating parking lot.

5. INSURANCE AND INDEMNIFICATION: The Parties agree to hold the Fire District harmless and defend and indemnify the Fire District from any and all claims and suits for property damage, personal injury and wrongful death arising from the occupancy and operation of the said Leased Area, except in the case of claims or suits resulting in whole, or in part, as a result of Fire District's acts or omissions. The Parties each agree to obtain liability insurance in the amount of Five Million Dollars (\$5,000,000.00) to protect the Fire District and the other Parties, and a Certificate of Insurance, with the Fire District being named as an additional insured, shall be furnished to the Fire District.

6. SUBLET: The Parties may not sublet the Leased Area or assign this Agreement.

7. RENEWAL AND EXTENSION: The Parties hereto state that the use of the Leased Area serves the public good. The Parties hope and expect that this Agreement will continue for and beyond its original term and/or five-year extension term, as the case may be, but recognize that the public needs, circumstances and conditions now and then existing during the term and at the end of the original term and/or the extended term, as the case may be, are difficult to know or predict at this time. The Parties agree to meet on an annual basis to review the prior years' experience and decide if any modifications to the terms and conditions of this Agreement are necessary to best address the needs of the Fire District and the need for public parking. The Parties further agree that in the last year of the term of this Agreement if said Agreement has not been previously terminated, to use their best efforts to negotiate the terms and conditions of a renewal and extension of this Agreement guided by both the needs of the Fire District and the need for public parking to be provided for in a safe, economical and efficient manner.

8. TERMINATION: Any of the Parties to this agreement may, upon no less than sixty (60) days' written notice to the other Parties, terminate this Agreement for any reason determined as appropriate by the terminating Party.

9. RULES AND REGULATIONS: The Parties shall mutually establish and promulgate rules and regulations regarding the public use of the parking lot. Such rules and regulations will be adopted to promote the public good and safety and to ensure that the Leased Area is in fact used by Party Users and as a municipal parking lot and not primarily used as parking for individual commercial business owners or their customers.

Among other things, the rules and regulations will address hours of operation, restrictions as to loitering, crowd control, disposal of debris, and on-site signage. The Parties will also determine appropriate restrictions on unreasonable use of the lot by commercial business owners and customers.

10. NOTICES: All notices, requests, demands and other communications which are required or may be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed, first class, postage prepaid, return receipt requested, as follows:

1. If to the Fire District:

Pittsford Fire District
8 Monroe Ave.,
Pittsford, NY 14534

2. If to the Town:

Town of Pittsford
11 South Main St.
Pittsford, NY 14534

3. If to the Village:

Village of Pittsford
12 North Main St.
Pittsford, NY 14534

or to such other address as any of the above parties shall have specified by notice in writing to the others.

11. ENTIRE AGREEMENT; AMENDMENTS: This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements or understandings, oral or written, with respect to the subject matter hereof. This Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by the Parties. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and executed by the Parties so waiving.

12. ILLEGALITY: If any term or condition of this Agreement is deemed to be invalid or unenforceable, the remainder of this Agreement or the application of such other term or provision not held invalid or unenforceable shall not be affected thereby. If said entire Agreement is adjudged to be unlawful, invalid and/or unenforceable, the entire Agreement shall be terminated.


13. AGREEMENT IS BINDING: This Agreement shall be binding on and inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors in interest and assigns.

14. COUNTERPARTS: This Agreement may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the Parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the Parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument), and shall have been delivered by each of the Parties to each other.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as of the date first above written.

PITTSFORD FIRE DISTRICT,
a municipal corporation


By: 
Name: Matthew Wallace
Title: Chair

TENANT:

TOWN OF PITTSFORD, NEW YORK,
a municipal corporation

By: 
Name: William A. Smith, Jr.
Title: Supervisor

VILLAGE OF PITTSFORD, NEW YORK,
a municipal corporation

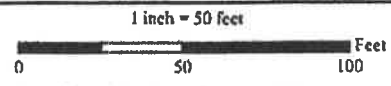
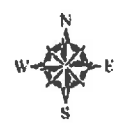
By: 
Name: Alysa Shtelny Plummer
Title: Mayor

**EXHIBIT A
LEASED AREA**

(See Attached)



Exhibit A Leased Area



Source: Town of Pittsford GIS, January 2025
 Nearmap, September 2024
 Monroe County Real Property Tax Service, July 2024
 Town of Pittsford GIS | January 13, 2025