

**WORKSHOP MEETING
JANUARY 14, 2020
4:00 PM**

AGENDA

01-11-2020

PLEDGE OF ALLEGIANCE

ROLL CALL

STAFF SPOTLIGHT

REVIEW OF AGENDA ITEMS FOR THE JANUARY 21, 2020 RTB MEETING

ITEM(S) FOR BOARD ACTION

- 1WS2020-1** Pursuant to the State Environmental Quality Review Act with Respect to an Agreement for Internet Services with Greenlight Networks, LLC
- 1WS2020-2** Resolution Approving the Supervisor to Enter into an Agreement for Internet Services with Greenlight Networks, LLC
- 1WS2020-3** Resolution Approving the Special Event License for the American Red Cross to Hold a Blood Drive at the Irondequoit Town Hall

****NEXT REGULAR TOWN BOARD MEETING...TUESDAY, JANUARY 21, 2020 @ 7 pm ****

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT WITH RESPECT TO AN AGREEMENT FOR INTERNET SERVICES WITH GREENLIGHT NETWORKS LLC

At the workshop 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 14th day of January 2020, at 4:00 P.M. local time; there were:

PRESENT:

| | |
|----------------------------|-----------------------|
| David Seeley | Town Supervisor |
| Patrina Freeman | Town Board Member |
| John Perticone | Town Board Member |
| Kimie Romeo | Town Board Member |
| Peter Wehner | Town Board Member |
| Harter Secrest & Emery LLP | Attorney for the Town |

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

WHEREAS, the Town of Irondequoit previously entered into an Agreement for Internet Services with Greenlight Networks, LLC (the Project); and

WHEREAS, the Project location has changed from the Irondequoit Town Hall to the Irondequoit Public Library; and

WHEREAS, the Project is an Unlisted Action under the State Environmental Review Act (“SEQRA”); and

WHEREAS, the Town Board previously considered a Short Environmental Assessment Form (“EAF”) dated June 10, 2019 and declared a negative declaration pursuant to resolution 2019-150; and

WHEREAS, the Town Board has considered a new Short Environmental Assessment Form (“EAF”) dated December 20, 2019 attached hereto and made a part hereof and has analyzed the potential environmental impacts of the Project pursuant to the requirements of SEQRA and found that the proposed action will not result in any significant adverse environmental impacts.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board adopts the Negative Declaration attached hereto and made a part hereof for the Project and determines that no Environmental Impact

Statement is required.

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

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 | Wehner | voting_____ |
| Town Board Member | Perticone | voting_____ |
| Town Board Member | Freeman | voting_____ |
| Town Board Member | Romeo | voting_____ |
| Town Supervisor | Seeley | voting_____ |

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

| Part 1 – Project and Sponsor Information | | | |
|---|--|---|---------------------------------|
| Town of Irondequoit | | | |
| Name of Action or Project: License Agreement with Greenlight Networks, LLC | | | |
| Project Location (describe, and attach a location map): 1290 Titus Ave. Rochester, NY 14617 | | | |
| Brief Description of Proposed Action: The Town of Irondequoit "Town" seeks to enter into an agreement with Greenlight Networks LLC "Greenlight", whereby Greenlight will utilize 20 square feet of space within the Irondequoit Public Library, and 20 square feet of space in two other Town Facilities in exchange for fiber Internet services for the Town Hall, Public Safety Building, and another facility to be determined at a later date. | | | |
| Name of Applicant or Sponsor: Robert W. Kiley, Commissioner of Public Works | | Telephone: 585-336-6033 E-Mail: rkiley@irondequoit.org | |
| Address: 2629 E. Ridge Rd. | | | |
| City/PO: Rochester | | State: NY | Zip Code: 14622 |
| 1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2. | | | NO <input type="checkbox"/> |
| 2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: | | | YES <input type="checkbox"/> |
| 3. a. Total acreage of the site of the proposed action? _____ 0 acres b. Total acreage to be physically disturbed? _____ 0 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 0 acres | | | NO <input type="checkbox"/> |
| 4. Check all land uses that occur on, are adjoining or near the proposed action: | | | |
| 5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Municipal <input type="checkbox"/> Parkland | | | |

| | NO | YES | N/A |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| 5. Is the proposed action, | | | |
| a. A permitted use under the zoning regulations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Consistent with the adopted comprehensive plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Is the proposed action consistent with the predominant character of the existing built or natural landscape? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 8. a. Will the proposed action result in a substantial increase in traffic above present levels? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| b. Are public transportation services available at or near the site of the proposed action? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____ | <input type="checkbox"/> | <input type="checkbox"/> | |
| 10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____ | <input type="checkbox"/> | <input type="checkbox"/> | |
| 11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____ | <input type="checkbox"/> | <input type="checkbox"/> | |
| 12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____ | | | |

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

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

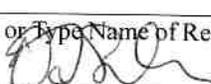
Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

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

The Town of Irondequoit "Town" seeks to enter into an agreement with Greenlight Networks LLC "Greenlight", whereby Greenlight will utilize 20 square feet of space within the Irondequoit Public Library, and 20 square feet of space in two other Town Facilities in exchange for free business class fiber Internet services for the Town Hall (1280 Titus Ave), the Public Safety Building (1300 Titus Ave), and another facility to be determined at a later date. The Town will install new electrical services in the Library to support the Greenlight HUB and associated infrastructure. Further the Town will also install the same electrical services at the two other future locations, once they are determined. Greenlight will utilize existing conduits to connect their fiber network, thus there will be no physical disturbance of soils. This project is an unlisted action for SEQRA purposes and will not result in a significant adverse impact to the environment. As such a negative declaration should be filed.

| | |
|---|---|
| <input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required. | |
| <input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts. | |
| Town of Irondequoit | December 20th 2019 |
| Name of Lead Agency | Date |
| David Seeley | Supervisor |
| Print or Type Name of Responsible Officer in Lead Agency | Title of Responsible Officer |
|  | Robert W. Kiley |
| Signature of Responsible Officer in Lead Agency | Signature of Preparer (if different from Responsible Officer) |

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD APPROVING THE SUPERVISOR TO ENTER INTO AN AGREEMENT FOR INTERNET SERVICES WITH GREENLIGHT NETWORKS LLC

At a workshop 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 14th day of January 2020 at 4:00 p.m. local time; there were:

PRESENT:

| | |
|-----------------|-------------------|
| David Seeley | Town Supervisor |
| Patrina Freeman | Town Board Member |
| Kimie Romeo | Town Board Member |
| John Perticone | Town Board Member |
| Peter Wehner | Town Board Member |

| | |
|----------------------------|-----------------------|
| Harter Secrest & Emery LLP | Attorney for the Town |
|----------------------------|-----------------------|

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

WHEREAS, pursuant to Resolution 2019-198, the Town Board of the Town of Irondequoit approved an Agreement with Greenlight Networks, LLC to license a maximum of twenty (20) square feet of space in Town Hall to Greenlight Networks, LLC (the “Agreement”), in exchange for free internet service to the Town Hall campus during the term of the Agreement; and

WHEREAS, it is necessary to revise the resolution regarding the license areas as well as the Town facilities that will receive free internet service; and

WHEREAS, Greenlight Networks, LLC will license a maximum of twenty (20) square feet of space at Irondequoit Public Library and two (2) additional Town of Irondequoit facilities to be determined and approved of by the Town Board at a later date (the “License Areas”); and

WHEREAS, in consideration for use of the License Areas, the Town will receive free internet services at Town Hall (1280 Titus Avenue, Rochester, NY 14617), the Public Safety Building (1300 Titus Avenue, Rochester, NY 14617), and one (1) other Town facility to be determined by the Town Board at a later date; and

WHEREAS, the term of this agreement shall commence on January ____, 2020 and terminate January ____, 2024. The Town Board will have the right to renew this agreement for up to four (4) additional terms of five years (together

with the Initial Term,) each on the same terms and conditions. Either party may terminate the agreement with thirty (30) days prior written notice; and

WHEREAS, the Town Board adopted a Negative Declaration for the revised Agreement pursuant to the State Environmental Quality Review Act in Resolution 2020-____.

NOW THEREFORE, BE IT RESOLVED, that the Town Board finds that the Agreement is in the best interest of the Town, and the provision of free internet service to the Town Hall (1280 Titus Ave., Rochester, NY 14617), Public Safety Building (1300 Titus Ave., Rochester, NY 14617), and one (1) other Town facility to be determined by the Town at a later date is fair and reasonable compensation for Greenlight Network LLC’s use of the License Areas.

AND, THEREFORE, BE IT FURTHER RESOLVED, that the Town Board hereby approves the Supervisor to enter into an Agreement with Greenlight Technologies, LLC to license the License Areas in exchange for free internet service to the Town Hall, Public Safety Building, and one (1) other Town facility to be determined by the Town Board at a later date.

AND, THEREFORE, BE IT FURTHER RESOLVED, that this amends and supersedes resolution no. 2019-198.

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 | Wehner | voting_____ |
| Town Board Member | Perticone | voting_____ |
| Town Board Member | Romeo | voting_____ |
| Town Board Member | Freeman | voting_____ |
| Town Supervisor | Seeley | voting_____ |

AGREEMENT FOR INTERNET SERVICES

THIS AGREEMENT, entered into the ___ day of December 2019 (the “Agreement”) by and between the **TOWN OF IRONDEQUOIT**, a New York municipal corporation having offices at 1280 Titus Avenue, Rochester, New York (the “Town”) and **GREENLIGHT NETWORKS, LLC**, a business corporation with a mailing address of 1255 University Avenue, Suite 204, Rochester, New York 14607 (“Greenlight”).

WHEREAS, the Town and Greenlight desire to enter into an agreement by which Greenlight will license space at Irondequoit Public Library (located at 1290 Titus Avenue, Rochester, New York 14617, and hereinafter “Library”) and two (2) other Town facilities to be mutually agreed upon by the parties in the future (the “Future License Areas”); and

WHEREAS, in consideration for the Town’s licensing of space at Library and the Future License Areas, Greenlight shall provide internet service, at no cost to the Town, to Irondequoit Town Hall (1280 Titus Avenue), and hereinafter the “Town Hall” the Town’s Public Safety Building (located at 1300 Titus Avenue, Rochester, New York 14617, and hereinafter the “Public Safety Building”), and one (1) other facility to be identified by the Town in the future.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Greenlight agree as follows:

1. **LICENSE AREA.** The Town hereby licenses to Greenlight a maximum of twenty (20) square feet of space in the IT room located in the Library, as shown on the map attached hereto as **Exhibit A** (the “License Area”). The License Area may only be used as a HUB site for Greenlight to build out its fiber network and for no other purposes. In the event the Town determines, in its reasonable discretion, that the License Area is needed for other Town purposes, the Town and Greenlight agree to work together to find alternative space reasonably acceptable to both parties. If the Town and Greenlight cannot agree on alternative space, this Agreement shall terminate as if it expired pursuant to its terms.

2. **FUTURE LICENSE AREA(S).** The Town hereby agrees to license to Greenlight a maximum of twenty (20) square feet of space in two (2) additional Town-owned facilities, subject to the approval by the Town Board of the Town of Irondequoit, which may be granted or denied in the Town Board’s sole discretion. The Future License Areas may only be used as a HUB site for Greenlight to build out its fiber network and for no other purposes. In the event the Town determines, in its reasonable discretion, that either or both Future License Areas are needed for other Town purposes, the Town and Greenlight agree to work together to find alternative space reasonably acceptable to both parties. If the Town and Greenlight cannot agree on alternative space, this Agreement shall terminate as if it expired pursuant to its terms.

3. **CONDUIT.** The Town hereby permits Greenlight to utilize the existing Town-owned

conduit system to enter and exit Town Hall. Greenlight and the Town will coordinate conduit locations at the Future License Areas.

4. **ACCESS.** The Town grants Greenlight reasonable ingress and egress to and from the License Area and Future License Areas, subject to the following conditions: (1) for access during normal business hours, Greenlight shall give the Commissioner of Public Works/Superintendent of Highways or the Town's Director of Information Technology twelve (12) hour prior written notice by electronic mail; or (2) in the event of an emergency, by contacting the Department of Public Works Emergency dispatch.

5. **TERM.** The term of this agreement shall commence on December __, 2019 the "Commencement Date") and terminate on December __ 2024, unless earlier terminated as provided herein (the "Initial Term"). The Town Board shall have the right to renew this Agreement for up to four (4) additional terms of five (5) years each (together with the Initial Term, the "Term"), each on the same terms and conditions provided herein. Notwithstanding the foregoing, this Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other party. In the event that the agreement is terminated, Greenlight shall be afforded one hundred eighty (180) calendar days to remove its property from the License Area and Future License Areas.

6. **ELECTRICAL BUILD OUT AND UTILITIES.** The Town shall install, at its sole cost and expense, two (2) 20Amp-240Volt circuits (L6-20 outlets) and one (1) 15Amp-120Volt circuit (standard NEWMA 5-15R outlet) within five (5) feet of the License Area. The Town shall install, at its sole cost and expense, two (2) 20Amp-240Volt circuits (L6-20 outlets) and one (1) 15Amp-120Volt circuit (standard NEWMA 5-15R outlet) within five (5) feet of the Future License Areas.

7. **FIBER INTERNET SERVICES.** In consideration for use of the License Area and Future License Areas, Greenlight hereby agrees to provide during the Term of this Agreement at no cost to the Town, including but not limited to no installation fees, service fees, rental fees, or additional charges, the fastest level of business class internet service offered by Greenlight, as amended or changed during the Term of this Agreement (e.g., as of the commencement of this term, "The Big Gig" service of up to 1000 Mbps Download/100 Mbps upload), to: (1) the Town Hall; (2) the Public Safety Building; and (3) one (1) location to be determined by the Town upon the selection of the Future License Area(s), together with one ONT (fiber modem) in each of the three (3) buildings at an agreed upon location at no cost to the Town.

8. **INSURANCE.**

a. Greenlight shall, at its expense, procure and maintain the following insurance coverage during the Term of this Agreement, which may be satisfied by any combination of primary and excess or umbrella liability insurance policies: (a) worker's compensation insurance as required by law; (b) employer's liability coverage of not less than **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**; (c) commercial general liability insurance covering all claims of damages for all injuries, including death and all claims on account of property damage with a limit of liability not less than **ONE MILLION DOLLARS (\$1,000,000.00)** per occurrence and aggregate, combined single limit which shall include coverage of the contractual liability assumed in this Agreement; (d) comprehensive automobile liability insurance with respect to any and all owned, hired and non-

owned vehicles with a combined single limit of not less than **ONE MILLION DOLLARS (\$1,000,000.00)**; and (e) all risk property damage insurance covering all personal property of Greenlight at the License Area and Future License Areas, including equipment and supplies for the full replacement value of such property. The primary insurance required to be maintained hereunder shall be maintained under policies issued by insurers rated not less than "A" in Best's insurance reports (or a comparable rating in an equivalent insurance report) and licensed to do business in the State of New York.

b. Greenlight's insurance policies shall: (i) name the Town as additional insured on the commercial general and any excess liability policy required hereunder; (ii) use commercially reasonable efforts to provide for thirty (30) days' notice to the Town prior to any amendment, change, modification, lapse or cancellation of coverage; and (iii) be written on an "occurrence" basis and as primary policy coverage and not contributing with or in excess of any coverage which the Town may carry. Greenlight shall direct any third-party that contracts with Greenlight to provide services to the License Area and Future License Areas to maintain insurance in the types and amounts reasonably sufficient to protect the Town and Greenlight from any and all liabilities and damages, but in no event less than the amounts required of Greenlight. The liability of Greenlight and the Town or any third parties relating to either the Town or Greenlight shall not be limited to the insurance required to be maintained as part of this Agreement.

c. Greenlight shall furnish the Town with a certificate of insurance at least ten (10) days before the Commencement Date showing the coverage required and thereafter such evidences of coverage shall be furnished by Greenlight to the Town not less than ten (10) days prior to the expiration date of each such policy.

9. SURRENDER OF POSSESSION.

a. Upon expiration or termination of this Agreement, Greenlight shall surrender possession of the License Area and Future License Areas to the Town broom cleaned and in the same condition and repair as existed on the Commencement Date, reasonable wear and tear and damage from fire or other casualty excepted. In addition, Greenlight shall, at its sole cost and expense, remove: (i) all improvements and alterations, if any, to the License Area and Future License Areas made by Greenlight; (ii) all of Greenlight's equipment and machinery; and (iii) any other personal property owned by Greenlight.

b. If Greenlight has not removed its personal property on or before the expiration or termination of this Agreement, the Town may remove any and all of Greenlight's personal property from the License Area and Future License Areas and may handle, remove or store at the risk, cost and expense of Greenlight, and the Town shall in no event be responsible for the value, preservation or safekeeping thereof. Greenlight shall pay to the Town, upon demand, any and all expenses incurred in such removal and all storage charges against such property.

10. INDEMNIFICATION. Greenlight shall indemnify and hold the Town harmless from and against all costs, damages, claims, liabilities and expenses (including reasonable attorneys' fees) suffered by or claimed against the Town, directly based on, arising out of or resulting from: (i) Greenlight's use and occupancy of the License Area and/or Future License Areas or the business

conducted by Greenlight therein; (ii) any negligent act or omission by Greenlight or its employees, agents, consultants, contractors, and/or invitees; and/or (iii) any breach or default by Greenlight in the performance or observance of its covenants or obligations under this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

11. **NOTICES.** All notices, demands, requests, consents or approvals (collectively, "Notice") which may or are required to be given by either party to the other shall be in writing and delivered by registered or certified mail or by a national courier service. A Notice shall be deemed given if delivered by registered or certified mail, return receipt requested, on the fifth business day following such mailing, or, if delivered by a national courier service, on the next business day following such mailing. Any such Notice shall be mailed or delivered to the following:

To the Town:

Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617
Attn: Commissioner of Public Works

To Greenlight:

Greenlight Networks, LLC
1255 University Ave, Suite 204
Rochester, NY 14607

12. **ASSIGNMENT.** This Agreement may not be assigned without written consent by the other party, which may be granted or withheld in the consenting party's sole discretion.

13. **COMPLIANCE WITH LAWS.** Greenlight agrees to abide by all federal, state, and local laws, including but not limited to the regulations set forth in the Town of Irondequoit Code. Greenlight will report all incidents and accidents to the Town's Commissioner of Public Works as soon as practicable, but in no event more than four (4) hours after the incident or accident. Notwithstanding anything to the contrary in this Agreement, Greenlight shall not make or permit to be made any use of the License Area and/or Future License Areas or any part thereof that would reasonably be likely to be dangerous to life, limb, or property, or which would reasonably be likely to invalidate or increase the premium of any policy of insurance carried by the Town. Greenlight shall not use, keep or permit the License Area and/or Future License Areas to be occupied or used in such a way as to cause an unreasonable nuisance or in a manner offensive or objectionable to the Town by reason of noise, odors and/or vibrations, or interfere in any way with the Town's business

14. **SIGNS.** Greenlight shall not display, inscribe, print, paint, maintain or affix on any place in, on, or at Town Hall or any other Town property, any sign, notice, legend, direction, figure, or

advertisement display materials.

15. **MISCELLANEOUS.** The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement. This Agreement is a license and does not create an estate in the License Area, Future License Areas, and/or any other Town property. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

[Signature Page to Follow]

Greenlight Networks, LLC

Town of Irondequoit

By: _____

By: _____

Name: _____

Name: David A. Seeley

Title: _____

Title: Supervisor

STATE OF NEW YORK)
COUNTY OF MONROE) ^{ss}

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

Notary Public

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR THE AMERICAN RED CROSS TO HOLD A BLOOD DRIVE AT THE IRONDEQUOIT TOWN HALL

At a workshop 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 14th day of January 2020, at 4:00 P.M. local time; there were:

PRESENT:

| | |
|-----------------|-------------------|
| David Seeley | Town Supervisor |
| Patrina Freeman | Town Board Member |
| John Perticone | Town Board Member |
| Kimie Romeo | Town Board Member |
| Peter Wehner | Town Board Member |

| | |
|----------------------------|-----------------------|
| Harter Secrest & Emery LLP | Attorney for the Town |
|----------------------------|-----------------------|

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

WHEREAS, the Town Clerk’s Office received an application from the American Red Cross to conduct their Irondequoit Town Hall Blood Drive; and

WHEREAS, this event will be conducted in the Broderick Room of the Irondequoit Town Hall on January 23, 2020 from 11:00 a.m. to 4:30 p.m.; and

WHEREAS, insurance for this event, which expires on July 1, 2020, has been reviewed and approved by the Town Insurance carrier.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the Special Event License for the American Red Cross to conduct their Irondequoit Town Hall Blood Drive on January 23, 2020 from 11:00 a.m. to 4:30 p.m. in the Irondequoit Town Hall Broderick Room.

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 | Wehner | voting |
| Town Board Member | Perticone | voting |
| Town Board Member | Romeo | voting |
| Town Board Member | Freeman | voting |
| Town Supervisor | Seeley | voting |