

**REGULAR TOWN BOARD MEETING  
JUNE 16, 2020  
7:00 PM**

**06-12-2020**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**SUPERVISOR'S REMARKS & ANNOUNCEMENTS**

**PUBLIC INPUT**

**FINANCIAL REPORT**

**AUDIT REVIEW**

**APPROVAL OF MINUTES**

May 12, 2020            Workshop Meeting  
May 19, 2020            Regular Town Board Meeting

**PUBLIC HEARING**

**6PH2020-1**    On the Matter of Allocating Funds Awarded Through the CARES Act as  
**7:35 PM**        an Amendment to the Irondequoit 2019-20 Community Development  
                         Block Grant Program

**6PH2020-1A** Resolution Amending the 2019-20 Annual Plan for the Irondequoit  
                         Community Development Block Grant Program to Allocate Funds  
                         Awarded Through the CARES Act

**ITEMS FOR BOARD ACTION**

**Assessor**

**6A2020-2**        Resolution Authorizing a Settlement Agreement with ARC CAFEHLD001,  
                         LLC and VEREIT, INC.

**6A2020-3**        Resolution Authorizing a Settlement Agreement with Providence St.  
                         Salome Housing Development Fund Company, Inc.

**Community Development**

**6A2020-4**        Resolution Regarding State Environmental Quality Review Act  
                         Compliance in the Matter of Rezoning 2732 Culver Road (Tax ID No.:  
                         092.06-4-25)

- 6A2020-5** Resolution Approving an Application on the Matter of Rezoning 2732 Culver Road (Tax ID No.: 092.06-4-25) From R-2 Residential to R-5 Residential
- 6A2020-6** Resolution Calling for a Public Hearing on the Matter of Granting a Special Use Permit for 2002 E. Ridge Road in a C-Business (C) District

**Comptroller**

- 6A2020-7** Resolution Authorizing Capital Lease Financing Agreement with (?) for One Case-Construction Backhoe Loader with Hammer Assembly Equipment for the Bureau of Public Works

**Police**

- 6A2020-8** Resolution Declaring Surplus Vehicles and Authorizing the Auction of Said Vehicles

**Public Works**

- 6A2020-9** Resolution Calling for a Public Hearing to Include 166 St. Joseph Street in the Consolidated Sewer District
- 6A2020-10** Resolution Calling for a Public Hearing to Include 137 Seneca Park Avenue in the Consolidated Sewer District
- 6A2020-11** Resolution to Declare Certain Equipment as Surplus Property
- 6A2020-12** Resolution Authorizing the Supervisor to Enter into an Agreement to Provide Water Treatment Services for Town Facilities
- 6A2020-13** Resolution Authorizing the Designation of a Stormwater Management Officer for the Town
- 6A2020-14** Resolution Authorizing the Supervisor to Execute the First Amendment to Project Schedule of the Irondequoit Community Center

**Recreation**

- 6A2020-15** Resolution Accepting the Renewal for Inclusive Recreation Services

**Supervisor**

- 6A2020-16** Resolution Authorizing Joule Assets, Inc. to Solicit Bids for Supply of Electricity from Renewable Sources and Approving an Electricity Supply Agreement

NEXT WORKSHOP MEETING--TUESDAY, JULY 14, 2020 @ 4:00 PM

NEXT REGULAR TOWN BOARD MEETING--TUESDAY, JULY 21, 2020 @ 7:00 PM

EXPENSES

Fund	Original Budget	Amended Budget	Cumulative, Year to Month End			Percent of Year Elapsed	Percent of Budget Spent & Enc'brd
			Expended	Encumb'd	Available Balance		
001 General (includes cemetery)	21,718,772	21,983,461	7,921,911	1,131,773	12,929,777	41.7%	41.2%
percent of amended budget			36.0%	5.1%	58.8%		
005 Library	2,704,039	2,711,423	1,118,321	9,002	1,584,101	41.7%	41.6%
percent of amended budget			41.2%	0.3%	58.4%		
021 Highway # 1, Road Impvts.	3,232,915	3,253,640	678,059	332,987	2,242,594	41.7%	31.1%
percent of amended budget			20.8%	10.2%	68.9%		
023 Highway # 3, Equipment Maint.	1,124,154	1,124,154	363,876	285,869	474,389	41.7%	57.8%
percent of amended budget			32.4%	25.4%	42.2%		
024 Highway # 4, ROW / Winter	1,077,653	1,079,153	501,233	78,368	499,552	41.7%	53.7%
percent of amended budget			46.4%	7.3%	46.3%		
031 Consolidated San. Sewer Dist.	4,132,254	4,196,041	1,428,621	338,500	2,428,920	41.7%	42.1%
percent of amended budget			34.0%	8.1%	57.9%		
038 Stormwater Drainage Dist.	839,493	1,252,944	198,420	435,591	618,933	41.7%	50.6%
percent of amended budget			15.8%	34.8%	49.4%		
039 Rock Beach San. Sewer Dist.	9,094	9,094	0	0	9,094	41.7%	0.0%
percent of amended budget			0.0%	0.0%	100.0%		
040 Orland Road San. Sewer Dist.	15,985	15,985	0	0	15,985	41.7%	0.0%
percent of amended budget			0.0%	0.0%	100.0%		
051 Sea Breeze Water District	1,074,113	1,074,113	319,654	0	754,459	41.7%	29.8%
percent of amended budget			29.8%	0.0%	70.2%		
071 - 098 Lighting Districts	162,250	162,250	38,335	123,915	0	41.7%	100.0%
percent of amended budget			23.6%	76.4%	0.0%		
<b>TOTAL</b>	<b>36,090,722</b>	<b>36,862,257</b>	<b>12,568,432</b>	<b>2,736,022</b>	<b>21,557,803</b>	<b>41.7%</b>	<b>41.5%</b>

9053,684

5,456,947

1,543,168

28.2%

12.8%

41.0%

15,304,454

Percent of Amended Budget Spent

34.1%

Percent of Amended Budget Encumbered

7.4%

Total Percent Spent & Encumbered

41.5%

Tax Levy Sensitive	29,857,533	30,151,831	10,583,401	1,838,018	17,730,413	41.7%	41.2%
<b>Total Spent + Encumbered</b>		<b>12,421,418</b>	<b>35.1%</b>	<b>6.1%</b>	<b>58.8%</b>		<b>41.2%</b>

REVENUES

Fund	Original Budget	Amended Budget	Cumulative		Percent of Real Estate Tax	Percent of Year Elapsed	Percent of Revenue Received
			Receipts Through This Month	Balance to be Received			
001 General:							
Real Estate Tax (001-1001)	11,185,756	11,185,756	11,185,756	0	63.9%		100.0%
Payment In Lieu of Tax (001-1081)	257,779	257,779	234,248	23,531			90.9%
Sales Tax (001-1120)	5,180,640	5,180,640	833,444	4,347,196			16.1%
Mortgage Tax (001-3005)	815,000	815,000	0	815,000			0.0%
Per Capita State Aid (001-3001)	613,283	613,283	0	613,283			0.0%
Interest Earnings (001-2401)	25,000	25,000	27,704	-2,704			110.8%
Franchise Cable TV (001-1170)	750,000	750,000	-3,721	753,721			-0.5%
Recreation Program Fees (001-2001)	330,000	330,000	96,209	233,791			29.2%
Cemetery Revenues (001-2190/2565)	133,000	133,000	38,945	94,055			29.3%
Fines & Bail Forfeitures (001-2610)	247,500	247,500	55,199	192,301			22.3%
Other Sources of Revenue	1,990,814	1,990,814	444,019	1,546,795			22.3%
Appropriated Fund Balance	190,000	190,000	190,000	0			
<b>Total, Revenue &amp; Fund Balance</b>	<b>21,718,772</b>	<b>21,718,772</b>	<b>13,101,803</b>	<b>8,616,969</b>		<b>41.7%</b>	<b>60.3%</b>

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
<b>005 Library</b>							
Real Estate Tax	2,507,625	2,507,625	2,507,625	0	14.3%		100.0%
Other Sources of Revenue	196,414	196,414	39,056	157,358			19.9%
Appropriated Fund Balance	0	0	0	0			
<b>Total, Revenue &amp; Fund Balance</b>	<b>2,704,039</b>	<b>2,704,039</b>	<b>2,546,681</b>	<b>157,358</b>		<b>41.7%</b>	<b>94.2%</b>
<b>021, 023, 024 Highway Funds</b>							
Real Estate Tax	3,812,038	3,812,038	3,812,038	0	21.8%		100.0%
All Other Sources	1,622,684	1,622,684	441,376	1,181,308			27.2%
Appropriated Fund Balance	0	0	0	0			
<b>Total, Revenue &amp; Fund Balance</b>	<b>5,434,722</b>	<b>5,434,722</b>	<b>4,253,414</b>	<b>1,181,308</b>		<b>41.7%</b>	<b>78.3%</b>
<b>031 Consolidated San. Sewer District</b>							
Sewer Service Charges	4,012,722	4,012,722	4,012,722	0			100.0%
Other Sources of Revenue	119,532	119,532	35,624	83,908			29.8%
Appropriated Fund Balance	0	0	0	0			
<b>Total, Revenue &amp; Fund Balance</b>	<b>4,132,254</b>	<b>4,132,254</b>	<b>4,048,346</b>	<b>83,908</b>		<b>41.7%</b>	<b>98.0%</b>
<b>038 Stormwater Drainage District</b>							
District Service Charges	836,493	836,493	836,493	0			100.0%
Other Sources of Revenue	3,000	3,000	2,894	106			96.5%
Appropriated Fund Balance	0	0	0	0			
<b>Total, Revenue &amp; Fund Balance</b>	<b>839,493</b>	<b>839,493</b>	<b>839,387</b>	<b>106</b>		<b>41.7%</b>	<b>100.0%</b>
<b>039 Rock Beach San. Sewer District</b>							
District Capital Charges	9,094	9,094	9,094	0			100.0%
Other Sources of Revenue	0	0	6	-6			#DIV/0!
<b>Total Revenue</b>	<b>9,094</b>	<b>9,094</b>	<b>9,100</b>	<b>-6</b>		<b>41.7%</b>	<b>100.1%</b>
<b>040 Orland Road San. Sewer District</b>							
District Capital Charges	15,985	15,985	15,985	0			100.0%
Other Sources of Revenue	0	0	30	-30			#DIV/0!
<b>Total Revenue</b>	<b>15,985</b>	<b>15,985</b>	<b>16,015</b>	<b>-30</b>		<b>41.7%</b>	<b>100.2%</b>
<b>051 Sea Breeze Water District</b>							
District Real Estate Tax	0	0	0	0			#DIV/0!
Other Sources of Revenue	1,074,113	1,074,113	283,667.65	790,445			26.4%
Appropriated Fund Balance	0	0	0	0			
<b>Total, Revenue &amp; Fund Balance</b>	<b>1,074,113</b>	<b>1,074,113</b>	<b>283,668</b>	<b>790,445</b>		<b>41.7%</b>	<b>26.4%</b>
<b>071 - 098 Lighting Districts</b>							
District Real Estate Tax	162,250	162,250	162,250	0			100.0%
Other Sources of Revenue	0	0	180	-180			
Appropriated Fund Balance	0	0	0	0			
<b>Total, Revenue &amp; Fund Balance</b>	<b>162,250</b>	<b>162,250</b>	<b>162,430</b>	<b>-180</b>		<b>41.7%</b>	<b>100.1%</b>
<b>Summary of Revenues and Appropriated Fund Balances</b>							
Real Estate Tax	17,505,419	17,505,419	17,505,419	0	100.0%		100.0%
Special District Real Estate Tax	162,250	162,250	162,250	0			100.0%
Sanitary Sewer Service Charges	4,037,801	4,037,801	4,037,801	0			100.0%
Stormwater District Service Charges	836,493	836,493	836,493	0			100.0%
Other Sources of Revenue	13,358,759	13,358,759	2,528,879	10,829,880			18.9%
<b>TOTAL</b>	<b>35,900,722</b>	<b>35,900,722</b>	<b>25,070,842</b>	<b>10,829,880</b>		<b>41.7%</b>	<b>69.8%</b>
Appropriated Fund Balance	190,000	190,000	190,000	0			100.0%
Grand Total, Revenues and Appropriated Fund Balance	36,090,722	36,090,722	25,260,842	10,829,880			70.0%

## Town Board Meeting Notes

The financial results for the Town as of May 31, 2020: total expenses—actual as well as encumbered—are \$15,304k or 41.5% of budget which is slightly lower than the 41.7% of the year that has elapsed. The breakdown is: actual expenses \$12,568k and encumbrances - \$2,736k. Encumbrances are 7.4%—departments are continuing to commit to services and supplies that will be needed during the year.

General Fund expenses are right on budget at 41.2% or \$9,054k. The Breakdown is: actual expenditures - \$ 7,922k encumbered expenses – \$ 1,132k. Embedded in the General Fund encumbrances are: instalment debt for equipment leased by the Solid Waste and Parks; attorney fees; and contracted expenses throughout the Town.

Jointly, the highway funds' expenses are within the range of the percent of the year that has elapsed at 41.0% or \$2,240k. The cost drivers in highway are typically labor and benefits, salt, gas, fuel, roadwork and paving services and materials such as oil and stoning and asphalt, as well as equipment parts.

Expenditures in the Library are 41.6% of budget at \$1,127k.

Sewer Fund expenses of \$1,767k equate to 42.1% of budget.

Expenses in Stormwater Drainage total \$634k—50.6% of budget. Actual expenses are \$198k (15.8%) while encumbrances account for 34.8%. Included in the encumbered amount is a vector truck costing approximately \$386k carried over from the prior year. A grant was awarded to the Town to partially offset this cost (\$281,500).

Expenses excluding encumbrances for the Town as well as the three major funds were less than the percent of the year that had elapsed. 41.7% of the year has elapsed. The actual expenditures percentage for the Town is 34.1%; for the General Fund, it is 36.0%; Sewer is 34.0%; and for the collective Highway funds—28.2%.

What is also true this month is: Actual expenses including encumbrances for the Town as well as the three major funds are very close to budget—close to the 41.7% marker. The Town is 41.5%; the General Fund is 41.2%; for Sewer, it is 42.1%; and the collective Highway funds are—41.0%.

Revenue received in the General Fund is \$ 13,101k or 60.3% of budget. Real estate taxes are \$ 11,185k. Payments In Lieu Of Taxes are \$234k—91.2% of budget. Two months of Sales Tax of \$833k was received during the month; no other significant revenue was due during May.

Regarding the entire Town: \$25,260k or 70.0% of revenue and appropriated fund balance have been received to-date; approximately \$17.5M is real estate tax.

At the end of May, the Library had received \$2,547k or 94.2% of its budgeted revenue. 78.3% or \$4,253k is in for the Highway. Sewer has received \$ 4,048k—98.0% of that fund's budget. Stormwater Drainage is at 100% of revenue—a total of \$839k.

This concludes my financial report for the month of May 2020.

**Workshop Meeting conducted via Zoom and streamed digitally in compliance with Gov. Cuomo's directives re: safe distancing during COVID-19 medical crisis.**

Workshop Meeting of the Town Board of the Town of Irondequoit, held via Zoom, on the 12th day of May 2020 at 4:00 P.M.:

**PRESENT:** David Seeley Supervisor  
 Patrina Freeman  
 John Perticone  
 Kimie Romeo  
 Peter Wehner Councilmembers  
 Harter Secrest & Emery, LLP Attorney for the Town

Others in attendance included Acting Chief Alan Laird, Director of Community Development Kerry Ivers, Comptroller Diana Marsh, Director of Human Resources Jason Vinette, Commissioner of Public Works Robert Kiley, Director of Recreation Katrina Hall, Director of Information Technology Nate Stone, Town Attorney Andrew Dean and Town Clerk Genier.

Supervisor Seeley called the meeting to order, Pledge was said and Town Clerk Genier called Roll at 4:00 p.m.

**STAFF SPOTLIGHT:**

Supervisor Seeley recognized all the employees who have worked through this Coronavirus crisis. A large amount of what needs to be done is being done to keep the Town moving forward. The Police Department has been fully staffed and the Department of Public Works has been up and running. He stated that the bulk of the staff will return next week. He is working with Department Heads to develop guidelines for returning to work. At this time, the Town is only working with those individuals who have appointments. After Memorial Day, the doors may be open to the public with strict guidelines. The re-opening of the Town offices is similar to the way other Towns are operating. \*Supervisor Seeley announced the cancellation of the July 4<sup>th</sup> parade; the fireworks display is still tentative but leaning toward cancellation.

**REVIEW OF AGENDA ITEMS FOR MAY 19, 2020 RTB MEETING:**

**Financial Report:** Comptroller Diana Marsh reviewed the Financial Report as of April 30, 2020. **Total expenses and encumbrances** were 35.9% of budget, higher than the 33.3% of the year that has elapsed. Actual expenses were 27.5% of budget; encumbrances were 8.4% of budget. Encumbrances are typically high early in the year as departments establish and commit to commodities, services and supplies that will be needed during the year. Expenses in the General Fund are at 35.2% of budget, higher than the 33.3% of the year elapsed. Actual expenditures are 28.8%; encumbrances are 6.4% of budget. Expenses in the Highway Funds were 36.7% of budget, higher than the 33.3% of the year that has elapsed. Encumbrances account for 13.2% and include fuel, salt and vehicle parts. Expenditures in the Library are over budget at 38.1%. The Sewer Fund expenses were 34.1% of budget; expenses in Stormwater Drainage total 48.4% of budget. Actual expenses are 10.9% of budget, and encumbrances account for 37.5%, which includes a vactor truck costing approximately \$386,000, 30.8% of budget, carried over from the

prior year. A grant was awarded to the Town to partially offset this cost (\$281,500). **The General Fund revenue** received was 55.1% of budget. \$11.2M of real estate tax has been received, 100% of budget. \$155,000 of PILOT revenue has been received, 60.3% of budget. Regarding the entire Town, 66.6% of revenue and appropriated fund balance has been received to date. Approximately \$17.5M of the amount received is real estate tax and special district assessments. The Library has received 94% of its budgeted revenue; 76.9% of budgeted revenue is in for Highway Funds. The Sewer District has received 97.7% of that fund's budget; and Stormwater Drainage is at 100% of its revenue budget. *Supervisor Seeley noted that the Town has not received any Sales Tax revenue to date and Comptroller Marsh stated that the Town should receive Sales Tax revenue later in May. Supervisory Seeley added that sales for April are down about 25% statewide; lower in Monroe County. He said that the numbers for Monroe County could be on the low end at 9-10% and up to 21% on the high end.*

**Approval of Minutes:** Minutes from the following meetings to be approved: April 14, 2020 Workshop Meeting and April 21, 2020 Regular Town Board Meeting.

**Public Hearings:** Supervisor Seeley reviewed **three (3)** Public Hearings for May 19<sup>th</sup>. The **first** Public Hearing amends the Citizen Participation Plan for Irondequoit's Community Development Block Grant Program. To participate in the CDBG Program, the Town is required to prepare and implement a Citizen Participation Plan. The Plan needs to be modified to make the Advisory Committee role optional. The **second** Public Hearing authorizes the adoption of the Irondequoit 2020 Community Development Block Grant Program. This year's Program mirrors the previous year. Roadwork will be done, and work has already commenced on roads near the new DPW garage. This work is necessary in this area as the roads are in bad shape. The **third** Public Hearing is a hold over from the April Town Board Meeting and involves the rezoning of 2732 Culver Road to allow for a 74-unit senior housing development. The Public Hearing was held over to allow citizen participation. Director of Community Development Kerry Ivers explained that the Planning Board gave a positive referral on this project. There will be no Board action taken following the Public Hearing. The applicant will be able to participate in the Public Hearing via Zoom.

**Appointments:** Director of Human Resources Jason Vinette reviewed **three (3)** of the five Appointment resolutions. The **first** resolution approves the permanent appointment of Ms. Carrie Burdick as Assessment Clerk. Ms. Burdick took and passed the Civil Service Exam and is reachable per Civil Service Rules. The **second** resolution approves the permanent appointment of Ms. Katie Palermo as Receptionist. She took and passed the Civil Service Exam for the Receptionist position. The **third** resolution approves the permanent appointment of Ms. Pamela Davis to the position of Property Clerk in the Irondequoit Police Department. Ms. Davis will be filling a vacant position. Assessor Amy Jorstad reviewed the **fourth** resolution which reappoints Scott Smith to the Board of Assessment Review. He will be filling a vacancy for a 5-year term which runs through September 30, 2023. The **fifth** resolution appoints Rich Orczyk to the Board of Assessment Review to complete the unexpired 5-year term of a current vacancy which runs through September 30, 2020.

**Comptroller:** Comptroller Diana Marsh reviewed **one (1)** resolution authorizing the Supervisor to enter into a grant agreement with Pathstone Development Corporation. HUD awarded the Town funding through the Community Development Block Grant Program for the 2019-20 Program Year. The Town allocated \$100,000 to Pathstone Development Corporation through the CDBG Program to provide gap funding for a senior housing development at the former Medley Mall. Pathstone's lender requested that the Town and Pathstone enter into this agreement setting forth the parties' obligations and outlining use of the funds.

**Police:** Acting Chief of Police Alan Laird explained that his **one (1)** resolution authorizes the attendance of Investigator Christopher Soprano to attend the 45<sup>th</sup> Annual Training Conference in Lake George, NY beginning August 30<sup>th</sup> and ending September 4<sup>th</sup>. This conference will complete Inv. Soprano's certification in the area of juvenile police matters.

**Public Works:** Commissioner of Public Works Robert Kiley reviewed **twelve (12)** resolutions. The **first** resolution awarded a bid to Ironwood Heavy Highway in the amount of \$426,468 for 2020 drainage improvements. This project will replace 2,300 linear feet of 8" and 12" storm pipe along Catalpa and Hoover Roads, as well as installing storm catch basins and manholes. Commissioner Kiley stated that there was a lot of interest in this project. The **second** resolution awarded a bid to Villager Construction in the amount of \$267,650 to replace some sanitary sewer laterals and sewer mains at various locations throughout Irondequoit. Two bids were submitted for the job. The **third** resolution declares certain equipment as surplus and those items will be taken to auction at the online municipal auction scheduled for June/July 2020. The **fourth** resolution authorizes the application for and acceptance of grant funding from the Dormitory Authority of New York State in the amount of \$125,000. The funds will be used to purchase new vehicles for the Police Department and perform upgrades to the fire-detection system at the Town Hall. This grant was secured through the efforts of Assemblyman Joseph Morelle. The **fifth** resolution authorizes an interfund transfer from the General Fund Balance to the Capital Account in the sum of \$100,000. It is necessary to transfer these funds in order to paint the cupola on top of the Town Hall. The **sixth** resolution appoints the Town Board as Lead Agency for the Irondequoit Bay State Marine Park and Culver Road Storm Sewer Projects. Due to the rise of the high-water level of Lake Ontario, New York State formed the Lake Ontario Resiliency and Economic Development Initiates (REDI). The Town received two awards to increase the resiliency of the Irondequoit Bay State Marine Park and the Culver Road Storm Sewers, both located in the same area. The Culver Road Storm Sewers Project requires the installation of a new storm manhole, some storm piping, inline check valves and a stormwater pump station. The Irondequoit Bay State Marine Park Project includes the expansion and elevation of current parking spaces, the boat maneuvering area, a concrete boat launch ramp along with floating boarding docks and adding additional parking spaces, a pavilion, playground, canoe/kayak launch and a transient boat dock. The **seventh** resolution is pursuant to SEQRA regarding the Irondequoit Bay State Marine Park Project and Culver Road Storm Sewers Project. The Project is classified as Type I under SEQRA because it involves the alteration of more than 10 acres of property. In considering the potential environmental impacts of the Project, no significant adverse environmental impacts will result from the proposed action and a Negative Declaration is recommended. The **eighth** resolution appoints the Town Board as Lead Agency for the Bay Shore Sewer District Extension Project. This Project is also from the REDI Project which allocates funding to improve the resiliency of several projects. The Bay Shore Sewer District

Extension Project is one of the projects. The Bay Shore Sewer District Extension Project will extend the Consolidated Sewer District to include portions of Bay Shore Boulevard to several homes which currently depend on septic systems. These systems have failed or become submerged during times of high lake levels. Approximately 2,000 linear feet of sewer line and approximately 3,000 linear feet of laterals will be installed along portions of Bay Shore Boulevard. This Project is classified as an Unlisted Action under SEQRA. The **ninth** resolution is pursuant to SEQRA regarding the Bay Shore Sewer District Extension Project. Following review of a Short Environmental Assessment Form, it was determined that no significant adverse environmental impacts will result from this Project. Therefore, the Town Board recommends a Negative Declaration. The **tenth** resolution appoints the Town Board as Lead Agency for the Bay Village Wastewater Pump Station Replacement REDI Project. This Project includes connecting approximately 30 homes to the existing sewer system, which would then flow into the existing Wastewater Pump Station, with a new facility in the same area to accommodate the additional sewer lines and increased flow rates. Additionally, a High-Density Polyethylene force main would be installed to replace an existing asbestos cement force main. This Project is classified as an Unlisted Action. The **eleventh** resolution is pursuant to SEQRA regarding the Bay Village Wastewater Pump Station Replacement REDI Project. This Project includes connecting approximately 30 homes to the existing sewer system which would then flow into the existing Wastewater Pump Station, with a new facility in the same area to accommodate the additional sewer lines and increased flow rates. A High-Density Polyethylene force main would also be installed to replace an existing asbestos cement force main. Following review of a Short Environmental Assessment Form, it was determined that no significant adverse environmental impacts would result from this Project. The **twelfth** resolution authorizes the Supervisor to enter into an Intermunicipal Agreement with Monroe County to improve portions of Culver Road storm sewers near the Irondequoit Bay Marine Park. The Town will bid and oversee the Project on behalf of the County; the County will be required to make a 5% local cost match for all expenses incurred with this Project. The Town and County will share the costs of the Culver Road storm sewer portion of this Project.

**Recreation:** Director of Recreation Katrina Hall reviewed **one (1)** resolution authorizing the Supervisor to enter into various contracts with vendors for youth, family and senior recreational programming for summer 2020. She noted that the contracts were available for the Board members to review. Language was inserted in the contracts if programs must be canceled or postponed due to the COVID-19 pandemic.

**Town Clerk:** Supervisor Seeley noted that the 18<sup>th</sup> Annual Sunset House 5K Run and Fitness Walk was originally scheduled for Saturday, May 23<sup>rd</sup> but was postponed due to the COVID-19 pandemic. This event has been rescheduled for October 10<sup>th</sup>. All approvals have been received.

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Freeman**, pursuant to Public Officers Law § 105, an Executive Session was called at 5:25 p.m. to discuss the hiring of a particular individual.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

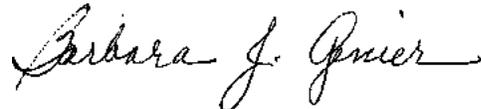
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**EXECUTIVE SESSION**  
.....

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Freeman**, the Executive Session was adjourned, followed by the adjournment of the Workshop Meeting at 7:23 p.m.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,



Barbara Genier, Town Clerk

**Regular Town Board Meeting** of the Town Board of the Town of Irondequoit held via Zoom Webinar due to Coronavirus Global Pandemic Restrictions on the **19th day of May 2020** at 7:00 P.M.

**PRESENT:** David Seeley Town Supervisor  
 Patrina Freeman  
 John Peticone  
 Kimie Romeo  
 Peter Wehner Councilmembers  
 Harter Secrest & Emery LLP Attorney for the Town

Others in attendance via Zoom Webinar included Acting Chief of Police Alan Laird, Commissioner of Public Works Robert Kiley, Director of Community Development Kerry Ivers, Director of Human Resources Jason Vinette, Comptroller Diana Marsh, Director of Recreation Katrina Hall, Assessor Amy Jorstad and Town Clerk Genier.

**SUPERVISOR’S REMARKS AND ANNOUNCEMENTS:**

\*Supervisor Seeley noted that the Town is two months into this public health crisis—COVID-19. There is a shell of the employee base working to keep the Town functioning. He thanked the Town staff for all their assistance during this crisis while working from home or here at the Town offices. Those employees who have worked from home can continue to do so. The doors to the Town Hall will be opened Tuesday, May 26<sup>th</sup>. Supervisor Seeley urged Departments that if work can be done through telephone, email, regular mail or Drop Box, please do so. Only those people with appointments will be allowed into the Town Hall. There will be no tax payments taken inside the building. When entering, people should go directly to the Receptionist who, in turn, will contact the person needed for the appointment. People will then be ushered to the Broderick Room, where they will wait until they are called or someone comes to meet them. There will be no grievances for assessments inside the Town Hall. For more information and resources relating to COVID-19, go to [covid-19.screening.health.ny.gov](https://covid-19.screening.health.ny.gov) or call the hotline at 1-888-364-3065.

\*Supervisor Seeley stated that the Town budget will surely be impacted. Sales Tax revenue, which is around \$5M annually, will be down about 15% to 25%. He thanked the Comptroller for her help in providing facts and figures regarding the budget. The first two months of sales tax for 2020 is higher than last year. The Town is \$120,000 above where it was last year at this point. Sales Tax revenue will be down but the Town doesn’t know yet by how much. Expenses will be adjusted for next year. \*Supervisor Seeley commented that the 2020 Census is now being conducted and it is crucial for Town residents to complete that process. Funding received by the Town and County correlates with the population of both. \*The Irondequoit Public Library is closed but is working with the school districts and residents to make sure they all have internet access. The Library has made 200 mobile WiFi hotspots available. Please call or text 585-210-2390 for more information. \*Other COVID-19 resources: [covid19screening.health.ny.gov](https://covid19screening.health.ny.gov) for Testing or call 1-888-364-3065; re-opening information: <https://forward.ny.gov/>; Regional Health Monitoring: [roccovid.org](https://roccovid.org); Irondequoit Specific Information: [www.irondequoit.org](https://www.irondequoit.org) or call 585-336-6002. \*From the Assessor’s Office, the Tentative Roll was published on May 15<sup>th</sup>. Grievance Day will be held June 10<sup>th</sup> and the Final Roll will be filed on July 15<sup>th</sup>. Please email [assessorsoffice@irondequoit.org](mailto:assessorsoffice@irondequoit.org) or call 585-336-6055 for more information. \*Supervisor Seeley noted that the Town worked with the Irondequoit Community Cupboard and Foodlink to distribute 15 tons of emergency food on two occasions. The Town also participated in two free face mask distribution programs, giving out approximately 500,000 masks.

Supervisor Seeley announced that a long-time Irondequoit resident and civic leader, Jack Herrema, passed away over the weekend. Mr. Herrema was owner of Herrema’s Market in the Stutson Street Plaza and was a Library Board of Trustees member. He was also very active in the community. Prayers and thoughts go out to his family.

Supervisor Seeley noted that there are three Public Hearings on the agenda: two relate to the 2020-2021 Community Development Block Grant Program and the third relates to the rezoning of property at 2732 Culver Road. Residents who would like to comment at these Hearings can call in via Zoom and raise their hand to be heard.

**PUBLIC INPUT:** Due to the State of Emergency procedures related to the Coronavirus (COVID-19) pandemic, the Governor issued Executive Order No. 202.1 temporarily suspending certain Open Meetings law requirements; therefore, this meeting was not open for in-person public attendance. However, the public was able to view the meeting and comment through a live stream to Facebook Live or call in with questions/comments. No one spoke.

**FINANCIAL REPORT:** Comptroller Diana Marsh reviewed the Financial Report as of April 30, 2020. **Total expenses and encumbrances** were 35.9% of budget, higher than the 33.3% of the year that has elapsed. Actual expenses were 27.5% of budget; encumbrances were 8.4% of budget. Encumbrances are typically high early in the year as departments establish and commit to commodities, services and supplies that will be needed during the year. Expenses in the General Fund are above 33.3% at 35.2% of budget. Actual expenditures are 28.8% of budget; encumbrances are 6.4% of budget. Expenses in the Highway Funds were 36.7% of budget, higher than the 33.3% of the year that has elapsed. Encumbrances account for 13.2% and include fuel, salt and vehicle parts. Expenditures in the Library are over budget at 38.1%. The Sewer Fund expenses were 34.1% of budget; expenses in Stormwater Drainage total 48.4% of budget. Actual expenses are 10.9% of budget, and encumbrances account for 37.5%, which includes a vactor truck costing approximately \$386,000, 30.8% of budget, carried over from the prior year. A grant was awarded to the Town to partially offset this cost (\$281,500). **The General Fund revenue** received was 55.1% of budget. \$11.2M of real estate tax has been received, 100% of budget. \$155,000 of PILOT revenue has been received, 60.3% of budget. Regarding the entire Town, 66.6% of revenue and appropriated fund balance has been received to date. Approximately \$17.5M of the amount received is real estate tax and special district assessments. The Library has received 94% of its budgeted revenue; 76.9% of budgeted revenue is in for Highway Funds. The Sewer District has received 97.7% of that fund’s budget; and Stormwater Drainage is at 100% of its revenue budget.

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Wehner**, the financial report was accepted.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

**APPROVAL OF MINUTES:**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Perticone**, the minutes from the **April 14, 2020 Workshop Meeting** were approved.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Freeman**, the minutes from the **April 21, 2020 Regular Town Board Meeting** were approved.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

**ITEMS FOR BOARD ACTION:**

**5A2020-3 RESOLUTION APPROVING THE PERMANENT APPOINTMENT OF AN ASSESSMENT CLERK**

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Freeman**, a resolution was adopted **approving the appointment of Carrie Burdick to the position of Assessment Clerk.**

*Director of Human Resources Jason Vinette stated that Ms. Burdick has taken and passed the Assessment Clerk Civil Service Exam and is reachable per Civil Service Rules. Her provisional appointment ceases and she is now appointed permanently to the Assessment Clerk position. Supervisor Seeley stated that the residents and staff like working with Carrie. In addition to her regular duties, she volunteered to work the face mask distribution program.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-128*

**5A2020-4 RESOLUTION APPROVING THE PERMANENT APPOINTMENT OF A RECEPTIONIST**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Wehner**, a resolution was adopted **approving the appointment of Katie Palermo to the position of Receptionist.**

*Director of Human Resources Jason Vinette stated that Ms. Palermo has taken and passed the Receptionist Civil Service Exam and is reachable per Civil Service Rules. Her provisional*

*appointment ceases and she is now appointed permanently to the Receptionist position. Town Clerk Genier noted that Katie is a pleasure to work with and does a terrific job in the Clerk's Office. She also volunteered in the face mask distribution program.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-129*

**5A2020-5 RESOLUTION APPROVING THE PERMANENT APPOINTMENT OF A PROPERTY CLERK**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Perticone**, a resolution was adopted **approving the full-time permanent appointment of Pamela Davis to the position of Property Clerk.**

*Director of Human Resources Jason Vinette stated that Ms. Davis has taken and passed the Property Clerk Civil Service Exam and is reachable per Civil Service Rules. Her provisional appointment ceases and she is now appointed permanently full-time to the Property Clerk position. Acting Chief of Police Alan Laird stated that this is a funded vacant position and Ms. Davis is a valued employee.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-130*

**5A2020-6 RESOLUTION AUTHORIZING THE REAPPOINTMENT TO THE TOWN OF IRONDEQUOIT BOARD OF ASSESSMENT REVIEW**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Perticone**, a resolution was adopted **reappointing Scott Smith to the Board of Assessment Review to complete the 5-year term of a current vacancy which runs through September 30, 2023, and he shall be compensated for such services in the sum of \$20 per hour.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-131*

**5A2020-7 RESOLUTION AUTHORIZING THE APPOINTMENT TO THE TOWN OF IRONDEQUOIT BOARD OF ASSESSMENT REVIEW**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Wehner**, a resolution was adopted **authorizing the appointment of Rich Orczyk to the Board of Assessment Review to complete the unexpired 5-year term of a current vacancy which runs through September 30, 2020, and he shall be compensated for such services in the sum of \$20 per hour.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-132*

**5A2020-8 RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A GRANT AGREEMENT WITH PATHSTONE DEVELOPMENT CORPORATION**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Romeo**, a resolution was adopted **authorizing the Supervisor to enter into the Grant Agreement between the Town and Pathstone in substantially the form annexed hereto as Attachment A and approved by the Town Attorney.**

*Supervisor Seeley noted that the 2019 CDBG (Community Development Block Grant) Program awarded \$100,000 to Pathstone Development Corporation to provide gap funding for a project to develop senior housing at the former Irondequoit Mall. Pathstone requested the Town and Pathstone to enter into a grant agreement setting forth the obligations of the parties with respect to the allocation and use of the CDBG funding.*

UPON VOTING	Town Board Member	Wehner	Abstain
	Town Board Member	Perticone	Aye
	Town Board Member	Romeo	Aye
	Town Board Member	Freeman	Aye
	Town Supervisor	Seeley	Aye

*Resolution Number 2020-133*

**5A2020-9 RESOLUTION APPROVING ATTENDANCE TO NY POLICE JUVENILE OFFICERS 45<sup>TH</sup> ANNUAL CONFERENCE**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Wehner**, a resolution was adopted **authorizing Investigator Christopher Soprano to attend the 45<sup>th</sup> Annual Training Conference being offered by NYS Police Juvenile Officers Association in Lake George, NY, beginning August 30, 2020 and ending September 4, 2020.**

*Acting Chief of Police Alan Laird stated that this Conference will complete Inv. Soprano's certification as Investigator in the Town of Irondequoit.*

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-134*

**5A2020-10 RESOLUTION AWARDING BID FOR 2020 DRAINAGE IMPROVEMENTS**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Perticone**, a resolution was adopted **awarding the bid for 2020 drainage improvements to Ironwood Heavy Highway in the amount of \$426,468.**

*Commissioner of Public Works Robert Kiley stated that the bids were publicly opened and read on May 4, 2020 with Ironwood Heavy Highway being the lowest responsible bidder in the amount of \$426,468. The bid came in under budget. These improvements are funded through last year's budget. The work will be done along Catalpa and Hoover Roads and is very much needed.*

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-135*

**5A2020-11 RESOLUTION AWARDING BID FOR 2020 SANITARY SEWER REPLACEMENT PROGRAM**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Wehner**, a resolution was adopted **awarding the bid for 2020 Sanitary Sewer Replacement Program to Villager Construction in the amount of \$267,650.**

*Commissioner of Public Works Robert Kiley explained that this resolution awards the bid to Villager Construction in the amount of \$267,650. This bid had two parts—A and B. Villager Construction was the low bidder on both Parts A and B. Part A was the base bid; Part B allows Villager to be utilized if there are any main collapses.*

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-136*

*\*\*Supervisor Seeley gave a shout out to Avery Esposito who made him a bracelet in her effort to raise money for Golisano Children's Hospital.\*\**

**5A2020-12 RESOLUTION DECLARING CERTAIN EQUIPMENT AS SURPLUS PROPERTY**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Freeman**, a resolution was adopted **declaring said equipment as surplus and authorizing the Supervisor to execute and deliver such documentation as necessary to auction said equipment at the next appropriate municipal equipment auction.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-137***5A2020-13 RESOLUTION AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF \$125,000 WORTH OF GRANT FUNDING FROM THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Romeo**, a resolution was adopted **accepting and authorizing the Supervisor to apply for the grant and execute any and all documents relating to the Grant Disbursement Agreement between the DASNY and the Town.**

*Commissioner of Public Works Robert Kiley explained that many of the projects done through his Department are funded through grants from the Dormitory Authority of the State of New York (DASNY). This project was completed several years ago. The Town can now formally accept the Grant Funding Agreement and have the Supervisor execute said Agreement. The \$125,000 reimbursement to the Town will be used for the installation of a new fire-detection notification system to the Town Hall and upgrades to Police Department vehicles.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-138***5A2020-14 RESOLUTION AUTHORIZING AN INTERFUND TRANSFER**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Wehner**, a resolution was adopted **approving the interfund transfer up to \$100,000 from General Fund.**

*Commissioner of Public Works Robert Kiley explained that this resolution would move \$100,000 from the General Fund Balance to the Capital Account to paint the Cupola on top of the Town Hall. Over the past several years, the Cupola has shown some weathering and deterioration and needs to be painted. The project will begin in June and run through mid-July. The contract is valued at \$93,896.90. Supervisor Seeley stated that the Town carried over a sizeable Fund Balance last year; it is not the Town's intention to let it sit, but rather to make investments in the Town. Councilmember Romeo thanked Commissioner Kiley and Supervisor Seeley for this project and believes the residents will enjoy watching the project from beginning to end.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-139***5A2020-21 RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH MONROE COUNTY**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Romeo**, a resolution was adopted **authorizing the Supervisor to enter into an Intermunicipal Agreement for the Project with Monroe County and authorizing the Supervisor to sign any and all documents necessary to carry out the Project.**

*Commissioner of Public Works Robert Kiley stated that this resolution is in regard to the REDI (Resiliency and Economic Development Initiative) Project on Culver Road. The Town and County each own and maintain separately certain infrastructure in the Culver Road waterfront area. Both parties plan to reconstruct and improve waterfront infrastructures with grant funding from the 2019 REDI Grant. This Intermunicipal Agreement between the Town and County requires the County to make a 5% local cost match for all expenses related to the County's portion of the Project. The Town and County will share the costs of the Culver Road storm sewer portion of this project.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-140*

**5A2020-22 RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO VARIOUS CONTRACTS WITH VENDORS FOR YOUTH, FAMILY AND SENIOR RECREATIONAL PROGRAMMING FOR SUMMER 2020**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Freeman**, a resolution was adopted **authorizing the Supervisor to enter into contracts with the various vendors in Addendum A in such form as approved by the Town Attorney and further authorizes the Supervisor to modify the scheduled Beginning Dates of vendors and make the Pay Adjustments, as may be needed as a result of the ongoing COVID-19 public health emergency.**

*Director of Recreation Katrina Hall commented that all contracts were available for Board members to review. Supervisor Seeley added that Director Hall is leading a County Task Force on behalf of the other Towns' recreation program directors to figure out summer recreation programs for 2020.*

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-141*

**5A2020-23 RESOLUTION AUTHORIZING PAYMENT OF A LATE ENTRY FEE TO THE FINGER LAKES MUNICIPAL HEALTH INSURANCE TRUST**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Freeman**, a resolution was adopted **authorizing the payment of the first Late Entry Fee installment to the Finger Lakes Municipal Health Insurance Trust in the amount of \$199,987.**

*Supervisor Seeley stated that the Town of Irondequoit has entered into an agreement with the Finger Lakes Municipal Health Insurance Trust (FLMHIT) to negotiate health insurance rates for Town employees. The Town is subject to an assessment that is placed on Towns that were not among the initial entrance into the Program. This assessment will be paid over the next two years. Ideally, the Town will save money in health insurance by entering into this Trust.*

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-142*

**5A2020-24 RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR THE 18<sup>TH</sup> ANNUAL SUNSET HOUSE 5K RUN AND FITNESS WALK**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Wehner**, a resolution was adopted **approving the Special Event License for the Sunset House to conduct their 18<sup>th</sup> Annual 5K Run and Fitness Walk on Saturday, October 10, 2020 beginning at 9 AM on Cooper Road between Chase Bank and the former Evans Library Branch, upon the condition that the Sunset House notifies all affected residents before the event.**

*Supervisor Seeley stated that this event was rescheduled from May 23<sup>rd</sup> to October 10<sup>th</sup> due to the public health crisis and restrictions in place for large gatherings.*

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-143*

**PUBLIC HEARINGS**

**5PH2020-1 ON THE MATTER PERTAINING TO AMENDING THE CITIZEN PARTICIPATION PLAN AS REQUIRED FOR IRONDEQUOIT'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**  
**7:35 PM**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Wehner**, the Public Hearing was opened at 7:37 PM.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

*Supervisor Seeley stated that this Public Hearing pertains to the Citizen Participation Plan that is required as part of the Town's Community Development Block Grant Program. The Town is*

an entitlement community and has to follow certain guidelines as part of the Program. The Town holds two Public Hearings every year on the CDBG Program while only one is required. The Town also has a Citizens Advisory Board, which is an Ad Hoc Committee, that assists in providing feedback to the draft of the CDBG Program. This year, due to the COVID-19 epidemic, the Town is not allowed to hold the annual meeting to review the Program. The Town will amend the Citizen Participation Plan to state that the Citizen Advisory Committee is an optional component of that Plan. Supervisor Seeley stated that the Advisory Committee will be brought back next year.

**Public Hearing Public Input:** Due to the COVID-19 pandemic, the public could not attend the Public Hearing but was invited to call in via Zoom and raise their hand to share comments. No one raised their hand.

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Wehner**, the Public Hearing was closed at 7:40 PM.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

**5PH-1A RESOLUTION PERTAINING TO AMENDING THE CITIZEN PARTICIPATION PLAN AS REQUIRED FOR IRONDEQUOIT’S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Wehner**, a resolution was adopted **amending the Citizen Participation Plan for the Town of Irondequoit’s Community Development Block Grant Program to make the Advisory Committee’s role an optional component of the Citizen Participation Plan.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-144

**5PH2020-2 ON THE MATTER PERTAINING TO THE ADOPTION OF THE  
7:36 PM IRONDEQUOIT 2020 COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) PROGRAM**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Freeman**, the Public Hearing was opened at 7:41 PM.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Supervisor Seeley thanked those involved in this Grant process: Barbara Johnson, the consultant from LaBella Associates; Comptroller Diana Marsh; and the Department Heads who assisted in the CDBG process--Director Kerry Ivers, Director Katrina Hall and Commissioner Robert Kiley. Supervisor Seeley explained that the Town is provided an annual Block Grant from the federal government, as it is an entitlement community of over 50,000 people. This year, the funds are in the amount of \$916,725. These funds are used to repair the Town’s infrastructure, to provide vital services to seniors, to low-income residents to make improvements to their homes, to people who are close to having their homes foreclosed on, and other valuable services. Supervisor Seeley urged residents to complete the 2020 Census Survey, as it is vital for Irondequoit’s population to stay above 50,000 in order to continue receiving these federal funds. Supervisor Seeley then noted the programs included in the 2020-2021 CDBG Program:

Home Improvement Program	\$145,000	
Comprehensive Housing Counseling	\$ 26,000	
Life in Irondequoit, Elder Care Program	\$ 26,100	
Coordination of Senior Programs	\$ 9,000	
Home Safe Home to Seniors	\$ 15,000	
Street Resurfacing	\$534,800	
Senior Services Mailing Program	\$ 12,000	
Senior Transportation Program	\$ 12,500	
Irondequoit Community Cupboard	\$ 22,000	
Replacement of Sidewalk on Titus Avenue	\$ 20,000	
Administration/Contingency	\$ 94,325	Total: \$916,725

Supervisor Seeley stated that this money is invaluable to the Town.

**Public Hearing Public Input:** Due to the COVID-19 pandemic, the public could not attend the Public Hearing but was invited to call in via Zoom and raise their hand to share comments. No one raised their hand.

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Wehner**, the Public Hearing was closed at 7:50 PM.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

**5PH-2A RESOLUTION AUTHORIZING THE ADOPTION OF THE IRONDEQUOIT 2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Perticone**, a resolution was adopted **authorizing the adoption of the Irondequoit 2020 Community Development Block Grant Program and authorizing the Supervisor to execute and deliver such documentation as necessary to submit the Irondequoit 2020 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 to accept funding in the amount of \$916,725.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-145*

**4PH2020-1      ON THE MATTER OF REZONING 2732 CULVER ROAD (ST.  
7:35 PM        CECELIA CHURCH OF ROCHESTER) FROM R-2 RESIDENTIAL TO  
R-5 RESIDENTIAL (HELD OVER FROM APRIL RTB MEETING)**

This Public Hearing was HELD OVER and remains OPEN from the Regular Town Board Meeting of April 21, 2020. Supervisor Seeley noted that there will be no voting on this matter tonight.

Director of Community Development Kerry Ivers explained that the rezoning is necessary in order to move forward with plans for developing a 74-unit senior housing project. She noted that renderings of the project are on the Town's website and available to anyone wishing to view them. The rezoning is the first step in allowing this project to move forward to Planning Board Site Plan review; this project may require variances as well. The Planning Board did render a positive referral for the project. CEO of Episcopal Senior Life, Loren Ranaletta, spoke on the project. The project will take part of St. Cecelia's parcel and school to create senior housing. The intention of the Project is to have independent living for seniors and to fund it privately. There will be a mix of one- to two-bedroom apartments, with a lot of common areas and a lot of activities, and to have a program interactive with St. Kateri Senior Living Services to operate out of St. Cecelia's Church. This would be all privately developed. Mr. Ranaletta stated that the ideal location for this Project is an area with a stable senior population and they match the cost of rent similar to what the socioeconomic needs are. Mr. Ranaletta stated that part of the school along Brower Road would remain erect. The existing curb cuts would remain. There are currently three entrances off Culver and the project would reduce that to two. There is a rear entrance on Brower Road. Mr. Ranaletta stated that the project would include cleaning up the front landscape.

**Public Hearing Public Input (via Zoom):**

**Edward Parrone, P.E.**, from Parrone Engineering, stated that in the Comprehensive Plan, this Project fits in very well with the Plan. The Plan addresses lifetime senior living as a need in the community to move forward. It also addresses the enhanced opportunities for senior living. It also mentions sustainable locations for housing and for projects that underutilize properties that could be better used. The Comprehensive Plan also addresses locations near medical, personal care, educational and cultural uses.

**Scott Fisk**, the architect on the Project, asked if anyone had any further questions. Councilmember Freeman inquired as to the projected rent fee and what that might include, but Supervisor Seeley asked the speakers not to respond as the question was not germane to the rezoning matter.

**Steve Tortoretti**, Angelus Drive, mailed in his Letter of Testimony not to pass the rezoning request for this Project.

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Perticone**, the Public Hearing was closed at 8:04 PM.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

**ITEMS FOR BOARD ACTION (CONTINUED):**

**5A2020-15 RESOLUTION APPOINTING TOWN BOARD AS LEAD AGENCY TO THE IRONDEQUOIT BAY STATE MARINE PARK AND CULVER ROAD STORM SEWER PROJECT**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Wehner**, a resolution was adopted **declaring the Town Board to be Lead Agency for the purposes of the State Environmental Quality Review Act.**

*Commissioner of Public Works Robert Kiley explained the process of Lead Agency for all three Projects to be discussed. There are six resolutions before the Board for adoption, three of which designate the Town Board to be Lead Agency for purposes of State Environmental Quality Review Act (SEQRA). The three projects—Irondequoit Bay State Marine Park and Culver Road Storm Sewer, the Bay Village Wastewater Pump Station, and the Bay Shore Sewer Extension—are all funded through New York State Resiliency and Economic Development Initiates (REDI) Program in response to the 2017 flooding. At the April Workshop Meeting, the Board declared its intent to be Lead Agency. That intent was given to all other agencies that might have an interest. Those agencies are given 30 days in which to challenge Lead Agency designation. If nothing is received within those 30 days, the Town Board is Lead Agency on the projects. The resolutions tonight then codify that the Town is Lead Agency for SEQRA purposes for the three REDI Projects.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-146*

**5A2020-16 RESOLUTION PURSUANT TO NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT REGARDING THE IRONDEQUOIT BAY STATE MARINE PARK AND CULVER ROAD STORM SEWER PROJECT**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Freeman**, a resolution was adopted **adopting a Negative Declaration attached hereto and made a part hereof for the Project and determines that no Environmental Impact Statement is required.**

*Commissioner of Public Works Robert Kiley gave a quick overview of the Project. The Irondequoit Bay State Marine Park had flooded in 2017 and 2019. This Project was selected by New York State for funding at 95% covered by the State. The two sites named above are being bid together. A small pump station is being installed to pump out storm water at the Culver Road Storm Sewer Project; the Boat Launch Project would increase the resiliency of the Boat Launch and provide certain amenities for the patrons of the Launch. Mike Manning, the Design Engineer for Ramboll, reviewed the Environmental Impact Statement for the Project. There will be very little work done inside the water. The Project will take about six months, finishing up in the spring with installation of the docks. Mr. Manning is excited to get this Project moving and is comfortable with their assessment that this is a Type 1 action under SEQRA and recommends a Negative Declaration.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-147*

**5A2020-17 RESOLUTION APPOINTING TOWN BOARD AS LEAD AGENCY TO THE BAY SHORE SEWER EXTENSION PROJECT**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Perticone**, a resolution was adopted **declaring the Town Board to be Lead Agency for the purposes of the State Environmental Quality Review Act.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-148*

**5A2020-18 RESOLUTION PURSUANT TO NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT REGARDING THE IRONDEQUOIT BAY SHORE SEWER EXTENSION PROJECT**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Perticone**, a resolution was adopted **adopting a Negative Declaration attached hereto and made a part hereof for the Project and determines that no Environmental Impact Statement is required.**

*Commissioner of Public Works Robert Kiley gave a quick overview of the Project. There are approximately 30 homes in the Bay Shore area that are currently on septic system, and these systems have failed or become submerged during high-water lake levels. The installation of sewer service to these homes will improve their resiliency. Mike Simon from LaBella Associates stated that comments he received about the Project had to do with the types of permits they will need to move ahead on this Project. There are 11 areas of consideration pursuant to SEQRA that were carefully considered. They determined that there were either no or small environmental impacts that will occur with this Project. There will be a significant positive impact on the Bay once the project has been completed. New York State Office of Parks, Recreation and Historical Preservation (SHPO) has indicated that the Project is within a sensitive area; however, due to the previously disturbed area where they will be working, they will be providing additional information to SHPO in the future. Mr. Simon also stated that the work will be using a technique called directional drilling as much as possible to eliminate surface disturbance. It was determined that this Project will not have a significant impact on the environment. Commissioner Kiley stated that this Project is slated to begin in 2021. The Project will serve homes on Bay Shore Boulevard. Following the extension, the owners of these homes will have the option of joining the sewer district, which is a major process. The Town will assist these owners through that legal process.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-149***5A2020-19 RESOLUTION APPOINTING TOWN BOARD AS LEAD AGENCY TO THE BAY VILLAGE WASTEWATER PUMP STATION REPLACEMENT REDI PROJECT**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Wehner**, a resolution was adopted **declaring the Town Board to be Lead Agency for the purposes of the State Environmental Quality Review Act.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-150***5A2020-20 RESOLUTION PURSUANT TO NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT REGARDING THE BAY VILLAGE WASTEWATER PUMP STATION REPLACEMENT REDI PROJECT**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Freeman**, a resolution was adopted **adopting a Negative Declaration attached hereto and made a part hereof for the Project and determines that no Environmental Impact Statement is required.**

*Commissioner of Public Works Robert Kiley stated that this wastewater pump station is located south of the Bay Village condominiums. All the units in those condominiums drain toward that pump station. The reconstruction of this was funded by the REDI Commission due to the fact that the elevation of this pump station is about 250 feet; this poses a significant issue for the Town. The electric in this pump station is underground, roughly 20 feet. If there were significant water from the Bay during high-water levels, this pump station would be inoperable. This Project will take this pump station and make it more resilient and prevent any issues in the future should high-water levels occur. It will also take the wastewater from the sanitary sewer extension project dealing with homes on septic in the Bay Shore Boulevard area. Mike Simon from LaBella Associates addressed Parts 2 and 3 of SEQRA. This is similar to the Bay Shore Extension Project SEQRA. He said this is just an in-kind replacement of an existing facility; it is an Unlisted Action under SEQRA. Looking at the 11 categories on Part 2, it was determined that there is no small impact that may occur. There are positive impacts to be seen once the Project is completed. The narrative for SEQRA in Part 3, looking at all the information gained from research, shows no adverse environmental impacts. Mr. Simon mentioned that SHPO has*

*indicated that this Project will be located in an archeological sensitive area. Mr. Simon stated that consultation with SHPO is ongoing. It was noted that the land was previously disturbed and Mr. Simon feels that SHPO will have no need to further this matter along. He is waiting for the no-effect letter to be placed into the environmental record and to proceed with the Project.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-151*

Next Board meetings are:

Tuesday, June 9, 2020  
Tuesday, June 16, 2020

Workshop Meeting @ 4 PM  
Regular Town Board Meeting @ 7 PM

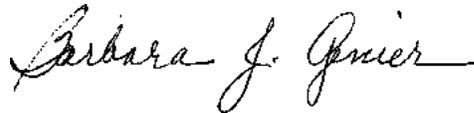
(Locations to be determined)

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Freeman**, the Regular Town Board Meeting was adjourned at 8:26 PM.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,



Barbara J. Genier

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD  
AMENDING THE 2019-20 ANNUAL PLAN FOR THE IRONDEQUOIT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM TO ALLOCATE  
FUNDS AWARDED THROUGH THE CARES ACT**

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 16<sup>th</sup> Day of June, 2020 at 7:00 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 to the Town

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

**WHEREAS**, the Town of Irondequoit is a Community Development Block Grant (CDBG) entitlement community and, as such, received \$539,283 in supplemental funding through the CARES Act for activities relating to preventing, preparing for or responding to coronavirus from the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, the Town intends to allocate \$339,283 of the CARES Act funds for the Revitalizing Irondequoit Small Business Economy (RISE) grant program and \$200,000 for a new COVID-19 Community Action Fund to assist not-for-profit entities that are assisting residents affected by COVID-19 as an amendment to its CDBG Annual Plan for 2019-20 which was submitted to and approved by HUD; and

**WHEREAS**, the Town, in accordance with the expedited process authorized by the CARES Act, has provided its residents with the opportunity to comment upon the proposed amendment to the Annual Plan as it relates to allocating supplemental funding through the CARES Act at the regular meeting of the Town Board held on June 16, 2020 at 7:37 p.m.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board authorizes the adoption of an amendment to the Irondequoit 2019-20 Community Development Block Grant (CDBG) Annual Plan to allocate CARES Act funding as follows: \$339,283 for a Revitalizing Irondequoit Small Business Economy (RISE) grant program and \$200,000 for a COVID-19 Community Action Fund to assist not-for-profit entities that are assisting residents affected by COVID-19.

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	Freeman	voting_____
Town Board Member	Romeo	voting_____
Town Supervisor	Seeley	voting_____

**IRONDEQUOIT COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM YEAR AUGUST 1, 2019 through JULY 31, 2020  
APPLICATION FOR FUNDING & PROPOSAL FORM**

**SUPPELMENTAL FUNDING APPLICATION PURSUANT TO 2020 FEDERAL  
CORONAVIRUS AID, RELIEF and ECONOMIC SECURITY (CARES) ACT**

The CDBG program's primary objective is the development of viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low and moderate income persons. **The Town of Irondequoit has been allocated \$539,283 from the 2020 Coronavirus Aid, Relief and Economic Security (CARES) Act.**

Send your application to:      Comptroller  
Town of Irondequoit  
1280 Titus Ave.  
Rochester, NY 14617  
[dmarsh@irondequoit.org](mailto:dmarsh@irondequoit.org)

- 1. Name of Proposed Activity:** Revitalizing Irondequoit Small Business Economy (RISE) Grant Program

**Name of Sponsor Organization:** Town of Irondequoit

- 2. Description of Proposed Activity:**

The Town of Irondequoit aims to create small business grant program intended to provide working capital for Irondequoit small businesses who have been adversely impacted by the COVID-19 health crisis. The "Revitalizing Irondequoit's Small Business Economy" or RISE program will use supplemental funds to the Town's Community Development Block Grant (CDBG) made available from the Coronavirus Aid, Relief and Economic Security (CARES) Act of 2020. Funding from the RISE program are not to be used for revenue loss or expenses incurred as a result of the COVID-19 economic shutdown; but rather, for costs necessary to help businesses as they re-open and maintain. This grant program would help eligible for businesses that remained open during the COVID-19 economic shutdown, those that saw their ability to operate severely comprised by the NY PAUSE executive order, as well as those businesses that were not allowed to remain open under the NY PAUSE guidelines.

**Funding Structure:**

Small Businesses with more than five (5) full-time equivalent (FTE) employees are eligible for up to \$6,000

Small businesses with 5 or less FTE employees are eligible for up to \$3,000

First priority will be given to those businesses that were forced to completely close under the NY Pause Executive Order or who had their businesses operations substantially interrupted.

**3. Location and Address of Proposed Activity:**

Town of Irondequoit, 1280 Titus Ave, Rochester, NY 14617

**4. Amount of CDBG Funds Requested for this Activity:** \$339,283, including costs for program delivery.

**5. What situation, demonstrated need, or problem will this activity correct and how?**

The COVID-19 health crisis has created an unprecedented burden on businesses located in the Town of Irondequoit, with the abrupt closing of the nation's economy. In order to assure that Irondequoit's small business community - which employs many low and moderate income individuals in the community - vibrant, the Town wishes to provide funding to assist these enterprises as they re-emerge from the economic shutdown.

**6. Number of activity beneficiaries:** This program would benefit an estimated 75 businesses in Irondequoit

**7. Are the majority of activity beneficiaries low / moderate income persons?**

Yes \_\_\_ No X

	Yes	No
Elderly	___	<u>X</u>
Handicapped	___	<u>X</u>

**8. Describe any environmental concerns associated with the proposed activity:**

n/a

**9. How will this activity be implemented?**

A. Competitive Bid	___
B. Requests for Proposals	<u>X</u>
C. Force-Account	___
D. Other (describe)	___

**10. What will your department or organization contribute to this activity?**

A. Capital	\$ ___
B. Administration	\$ <u>X</u>

C. Engineering / Planning \$ \_\_\_\_\_  
D. Other (describe) \$ \_\_\_\_\_  
  
Total amount leveraged \$ \_\_\_\_\_

**11. When will the proposed activity begin and when will it be completed?**

Starting Date: June 22, 2020

Completion Date: December 31, 2020

**12. How will you ensure the timely implementation of this activity, and what criteria will be used to judge the activity's success?**

The goal of the CARES Act is to get provide economic assistance. Upon receiving approval from the Town Board, the Town would immediately open the application and begin processing grants. The Town will require small business provide proof that the coronavirus adversely impacted their business revenue.

Criteria used to judge the program's success will include, but not be limited to:

1. Number of businesses impacted
2. Total number of Employees of those businesses
3. Number of businesses that close before the end of 2020

\* For Public Works projects or studies, please complete the attached Estimated Budget form.

Proposal Submitted by: David Seeley, Supervisor, Town of Irondequoit

Date: 6/5/20

**IRONDEQUOIT COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM YEAR AUGUST 1, 2019 through JULY 31, 2020  
APPLICATION FOR FUNDING & PROPOSAL FORM**

**SUPPELMENTAL FUNDING APPLICATION PURSUANT TO 2020 FEDERAL  
CORONAVIRUS AID, RELIEF and ECONOMIC SECURITY (CARES) ACT**

The CDBG program's primary objective is the development of viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, **principally for low and moderate income persons. The Town of Irondequoit has been allocated \$539,283 from the 2020 Coronavirus Aid, Relief and Economic Security (CARES) Act.**

Send your application to:      Comptroller  
Town of Irondequoit  
1280 Titus Ave.  
Rochester, NY 14617  
[dmarsh@irondequoit.org](mailto:dmarsh@irondequoit.org)

**4. Name of Proposed Activity:** COVID-19 Community Action Fund

**Name of Sponsor Organization:** Town of Irondequoit

**5. Description of Proposed Activity:**

The Town of Irondequoit aims to a fund to distribute to local non-profits who are on the front lines of dealing with the economic impact of the COVID-19 public health outbreak. This fund would provide funding for both physical and working capital necessary to deliver services to Irondequoit residents. Proposed uses of the funding include, but are not limited to:

- Emergency food distribution
- Foreclosure prevention and counseling
- Support of public health systems
- Assistance to town's senior citizens

**6. Location and Address of Proposed Activity:**

Town of Irondequoit, 1280 Titus Ave, Rochester, NY 14617

**4. Amount of CDBG Funds Requested for this Activity:      \$200,000**

**8. What situation, demonstrated need, or problem will this activity correct and how?**

The COVID-19 health crisis has created an unprecedented economic burden on all corners of America, with 20 percent of the nation’s workforce being unemployed as of June 2020. The Town of Irondequoit seeks to deal with both the immediate and future impacts of this economic downturn, and continue its longstanding partnership with the local non-profit community to provide vital services for residents who need it the most

9. **Number of activity beneficiaries:** Undetermined.

10. **Are the majority of activity beneficiaries low / moderate income persons?**

Yes   X   No     

	Yes	No
Elderly	<u>    </u>	<u>  X  </u>
Handicapped	<u>    </u>	<u>  X  </u>

8. **Describe any environmental concerns associated with the proposed activity:**

n/a

13. **How will this activity be implemented?**

A. Competitive Bid	<u>    </u>
B. Requests for Proposals	<u>  X  </u>
C. Force-Account	<u>    </u>
D. Other (describe)	<u>    </u>

14. **What will your department or organization contribute to this activity?**

A. Capital	\$ <u>    </u>
B. Administration	\$ <u>    </u>
C. Engineering / Planning	\$ <u>    </u>
D. Other (describe)	\$ <u>    </u>
Total amount leveraged	\$ <u>    </u>

15. **When will the proposed activity begin and when will it be completed?**

Starting Date: June 22, 2020

Completion Date: August 1, 2021

16. **How will you ensure the timely implementation of this activity, and what criteria will be used to judge the activity’s success?**

The Town will work to engage with the local non-profit community to identify where the greatest community need presents itself as it rebounds from the COVID-19 crisis.

Proposal Submitted by: \_David Seeley, Supervisor, Town of Irondequoit

Date: \_\_6 /\_\_5 /\_20\_\_

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD  
AUTHORIZING A SETTLEMENT AGREEMENT WITH ARC CAFEHLD001,  
LLC AND VEREIT, INC.**

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 16<sup>th</sup> of June 2020 at 7:00 P.M. local time; there were:

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

**WHEREAS**, a settlement agreement for the Real Property Tax Law Article 7 proceedings brought by ARC CAFEHLD001, LLC and VEREIT, INC., has been submitted by Amy Jorstad, the Assessor for the Town of Irondequoit, and recommended by Thomas A. Fink, Esq., special counsel for the Town of Irondequoit for tax certiorari matters.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Irondequoit formally approves a settlement with ARC CAFEHLD001, LLC and VEREIT, INC. on the following terms:

1. The assessment for ARC CAFEHLD001, LLC and VEREIT, INC., Tax Identification # 077.17-4-48.1, for the 2019 assessment roll year shall be reduced from \$591,400 to \$325,000 and for the 2020 assessment roll year shall be assessed for \$222,800.
2. The settlement shall be governed by § 727 of the Real Property Tax Law for tax years 2021, 2022 and 2023.

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	Romeo	voting	_____
Town Board Member	Freeman	voting	_____

Town Supervisor

Seeley

voting

\_\_\_\_\_

STATE OF NEW YORK  
SUPREME COURT COUNTY OF MONROE

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In the Matter of the Application for a Review Under  
Article 7 of the Real Property Tax Law of a Tax  
Assessment by

ARC CAFEHLD001, LLC; VEREIT, INC.,

Petitioner(s),

-against-

THE ASSESSOR(S) FOR THE TOWN OF IRONDEQUOIT,  
THE BOARD OF ASSESSMENT REVIEW FOR THE TOWN  
OF IRONDEQUOIT, AND THE TOWN OF IRONDEQUOIT IN  
THE COUNTY OF MONROE, NEW YORK,

Respondents.

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**STIPULATION OF  
SETTLEMENT AND  
JUDICIAL ORDER**

Index No. E2019006483

**WHEREAS** Petitioners ARC CAFEHLD001, LLC and VEREIT, INC. (hereinafter, the “Petitioner”), having duly and timely commenced the above-captioned proceedings pursuant to Article 7 of the Real Property Tax Law by and through its attorneys, Speno MacLeod, PLLC (Kevin R. MacLeod, Esq. and Rebecca M. Speno, Esq.) against the Assessor for the Town of Irondequoit, the Board of Assessment Review for the Town of Irondequoit, the Town of Irondequoit (collectively, the “Respondents” or “Town”), County of Monroe, to review the assessment on real property owned by the Petitioner that was, for the assessment roll years at issue, identified by the Assessor on said assessment rolls as tax identification number 077.17-4-48.1 and located at 1802 E Ridge Rd, respectively, in the Town of Irondequoit (the “Subject”); and

**WHEREAS** the Town Respondents appeared in these proceedings by and through their attorneys Davidson Fink LLP (Thomas A. Fink, Esq.); and, the Intervenor-Respondent School District appeared in these proceedings by and through their attorneys Ferrara

Fiorenza, P.C. (Katherine E. Gavett, Esq.); however, the County of Monroe did not intervene or appear in these proceedings;

**WHEREAS**, Petitioner, Respondents and Intervenor-Respondent are collectively referred to herein as the “Parties”; and

**WHEREAS**, the Parties have entered into extensive settlement negotiations and have agreed that settlement is in the best interests of the Parties, so as to avoid the cost of further litigation, among other things; and

**NOW, THEREFORE IT IS HEREBY STIPULATED AND AGREED** that the Parties propose to settle these proceedings upon the terms and conditions set forth in this Stipulation of Settlement and Judicial Order ("Order"):

1. The Subject is located in the Town of Irondequoit, East Irondequoit Central School District and County of Monroe taxing and assessing jurisdictions and their special and other districts (e.g., fire and library districts). There is no village applicable to the Subject.

2. The original assessments on the Subject for the years at issue, and the reduced assessments for the years at issue shall be as follows:

Year	Equalization Rate	Current Assessment	Current FMV	Reduced Assessment	Reduced FMV
2019/20	97%	\$591,400	\$609,278	\$325,000	\$335,051
2020/21	91%	\$222,800	\$244,800	\$222,800	\$244,800

3. The Assessor and all other relevant officers and authorities of the relevant taxing jurisdictions are hereby authorized to make and correct these assessments as outlined above on the appropriate books and records of each such jurisdiction.

4. Real Property Tax Law Section 727 shall apply to this settlement to “freeze” the Subject’s assessment at \$222,800 for property tax assessment rolls established by the

Town Assessor in years 2021, 2022 and 2023. In the event of a town-wide revaluation or reassessment, the assessment shall be calculated by multiplying a fair market value of \$244,800 by the new town equalization rate for the year at issue.

5. Full refunds from the Town, County and School District (including any overpayments for library taxes, fire district taxes and any other ad valorem levies) shall be paid to the Petitioner as a result of the reduced assessment set forth herein for the years at issue. Refund payments shall be paid within 60 days of the affected taxing jurisdictions receiving a demand for such refunds. Service of the demand on the School shall be sufficient for any library refunds and service on the Town and/or County shall be sufficient for any Town or County special district refunds (including fire districts, etc.). Refund checks shall be made payable to VEREIT, INC. and mailed to Speno MacLeod, PLLC, PO Box 152, Baldwinsville, New York 13027. Interest on said refunds shall be waived if all refunds are received within 60 days of service of the Demand therefore. Any property tax delinquencies (including any interest and penalties accrued thereupon) for any of the years pending shall be recalculated based upon the reduced assessments above for such years.

6. These proceedings shall be discontinued with prejudice upon entry of this Order. Petitioner shall have the right to seek specific enforcement of the terms of this Order and to otherwise enforce this Order by whatever means provided by law.

7. This Order shall be considered the Parties' entire understanding and agreement between and among them. There shall be no modification of this Order except by a subsequent writing signed by the authorized representatives of the Parties herein, and "So Ordered" by the Court.

8. The Parties authorize their attorneys to execute this Order and to seek the Court's approval and entry of the same, and each signatory below affirms that they have the proper authority to so execute this Order.

9. If any provision of this Order shall be determined to be invalid, illegal, null or void, or unenforceable to any extent, the remainder of this Order shall remain in effect to the fullest extent of the law.

10. This Court shall retain jurisdiction over this matter for the purposes of enforcing the terms of this Order.

11. Electronic signatures and electronically-transmitted images of original signatures shall be deemed original signatures for the purposes of expediting the filing of this Order.

12. This Order may be executed in multiple counterparts including by means of facsimile, PDF/ADOBE e-mail, etc., each of which shall be deemed an original, but all of which together shall be considered and constitute one and the same instrument.

13. An executed copy of this Order, shall be entered and docketed in the appropriate County Clerk's Office by Petitioner, then filed with the Assessor's permanent records.

[signatures on the following page]

DATED: \_\_\_\_\_

SPENO MACLEOD, PLLC

By: \_\_\_\_\_

Kevin R. MacLeod, Esq.  
Rebecca M. Speno, Esq.  
Attorneys for Petitioner  
PO Box 152  
Baldwinsville, New York 13027  
315.409.6614

DATED: \_\_\_\_\_

FERRARA FIORENZA, P.C.

By: \_\_\_\_\_

Katherine E. Gavett, Esq.  
Attorneys for the School District  
5010 Campuswood Drive  
East Syracuse, New York 13057  
315.437.7600

DATED: \_\_\_\_\_

DAVIDSON FINK LLP

By: \_\_\_\_\_

Thomas A. Fink, Esq  
Attorney for Respondents  
28 E Main Street Ste 900  
Rochester, New York 14614  
585.546.6448

**SO ORDERED AND ENTERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

By: \_\_\_\_\_

**Hon. Gail A. Donofrio, J.S.C.**

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD  
AUTHORIZING A SETTLEMENT AGREEMENT  
WITH PROVIDENCE ST. SALOME HOUSING DEVELOPMENT FUND  
COMPANY, INC**

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 16<sup>th</sup> of June, 2020 at 7:00 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**, a settlement agreement for the Article 7 proceedings brought by PROVIDENCE ST. SALOME HOUSING DEVELOPMENT FUND COMPANY, INC. has been submitted by Amy Jorstad, the Assessor for the Town of Irondequoit, and recommended by Thomas A. Fink, special counsel for the Town of Irondequoit for tax certiorari matters.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Irondequoit formally approves a settlement with PROVIDENCE ST. SALOME HOUSING DEVELOPMENT FUND COMPANY, INC on the following terms:

1. The assessment for PROVIDENCE ST. SALOME HOUSING DEVELOPMENT FUND COMPANY, INC for the 2019 year shall be reduced from \$240,000 to \$71,749 for tax parcel 062.19-2-89.1 and from \$900,000 to \$466,429 for tax parcel 062.19-2-89.3.
2. The settlement shall be not be governed by § 727 of the Real Property Tax Law as the parties have agreed that starting in 2020, the Petitioner shall have the obligation of complying with Real Property Tax Law § 581(a) and supply by March 1, 2020 a Regulatory Agreement in effect, a rent roll as of March 1, 2020 and a Certified Income and Expense Statement for the year 2019.

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	Romeo	voting	_____
Town Board Member	Freeman	voting	_____
Town Supervisor	Seeley	voting	_____

STATE OF NEW YORK  
SUPREME COURT                      COUNTY OF MONROE

In the Matter of the Application of

PROVIDENCE ST. SALOME HOUSING  
DEVELOPMENT FUND COMPANY, INC.

*Petitioner,*

-vs-

ASSESSOR FOR THE TOWN OF IRONDEQUOIT,  
TOWN OF IRONDEQUOIT BOARD OF  
ASSESSMENT REVIEW AND TOWN OF  
IRONDEQUOIT,

*Respondents.*

For a Review of a Tax Assessment under Article 7 of the  
Real Property Tax Law.

Index No.: E2019006809

Tax Year: 2019/2020

Tax Map Nos.:

062.19-2-89.1

062.19-2-89.3

Property Addresses:

4210 Culver Road

4260 Culver Road

**FINAL ORDER**

The Petitioner having brought this proceeding under Article 7 of the Real Property Tax Law to review the assessment placed upon the parcels of real property in the Town of Irondequoit, County of Monroe, State of New York, identified on the assessment roll of the Respondents as Tax Map Nos, 062.19-2-89.1 and 062.19-2-89.3 (the “Property”) as of the taxable status date in tax year 2019; and

The parties now having settled and compromised the pending litigation upon the terms and conditions of a Stipulation of Settlement (the “Stipulation”);

NOW, on the joint motion of Davidson Fink LLP, attorneys for the Respondents, (Thomas A. Fink, Esq., of counsel), the attorneys for the Petitioners, by and through its attorney, Barclay Damon LLP (James S. Grossman, Esq. and Emanuela D'Ambrogio, Esq., of counsel), and the attorneys for the Intervenor-Respondent; by its attorneys, Ferrara Fiorenza P.C. (Katherine E. Gavett, Esq., of counsel) it is

ORDERED that the Stipulation of the parties dated May \_\_, 2020, be, and hereby is, approved; and it is further

ORDERED that the assessment of the Property in the tax year set forth in the Stipulation shall be reduced in accordance with the terms and conditions of the Stipulation; and it is further

ORDERED that the provisions of RPTL §727 have been waived; and it is further

ORDERED that tax bills attributable to Pure Waters shall be re-issued by the County of Monroe for the 2019 tax year based on an assessed valuation of the Property in the amounts of \$71,749 for tax account number 062.19-2-89.1, and \$466,429 for tax account number 062.19-2-89.3, respectively, and such tax bills shall be paid by the Petitioner without interest no later than fourteen (14) days of receipt of the tax bill; and it is further

ORDERED that the tax proceedings described therein for tax year 2019, bearing Index Number E2019006809, shall be settled, on the merits and with prejudice, without costs to either party, and that an Order to that effect may be entered in the Monroe County Clerk's Office, and it is further

ORDERED that the within Order and Stipulation be entered in the Monroe County Clerk's Office and a true copy thereof, with notice of entry thereon, be filed among the permanent records of the Assessor of the Town of Irondequoit.

DATED: May \_\_, 2020

ENTER:

In the Matter of the Application of

PROVIDENCE ST. SALOME HOUSING  
DEVELOPMENT FUND COMPANY, INC.

*Petitioner,*

-vs-

ASSESSOR FOR THE TOWN OF IRONDEQUOIT,  
TOWN OF IRONDEQUOIT BOARD OF  
ASSESSMENT REVIEW AND TOWN OF  
IRONDEQUOIT,

*Respondents.*

For a Review of a Tax Assessment under Article 7 of the  
Real Property Tax Law.

Index No.: E2019006809

Tax Year: 2019/2020

Tax Map Nos.:  
062.19-2-89.1  
062.19-2-89.3

Property Addresses:  
4210 Culver Road  
4260 Culver Road

**STIPULATION OF SETTLEMENT**

**WHEREAS**, Petitioner Providence Durand Housing Development Fund Company, Inc. (“Petitioner”), by and through its attorney, Barclay Damon LLP (James S. Grossman, Esq. and Emanuela D’Ambrogio, Esq., of counsel), have commenced the above-captioned tax certiorari proceeding (“Proceeding”) under Real Property Tax Law, Article 7 against the Respondents, Assessor for the Town of Irondequoit, Town of Irondequoit Board of Assessment Review and Town of Irondequoit (“Town”) which are represented by their attorneys, Davidson Fink LLP (Thomas A. Fink, Esq., of counsel); and

**WHEREAS**, East Irondequoit Central School District (“School District”) has intervened and are represented by its attorneys, Ferrara Fiorenza P.C. (Katherine E. Gavett, Esq., of counsel); and

**WHEREAS**, Petitioner, the Town, and the School District are collectively referred to as the “Parties,” and

WHEREAS, the parties have attempted to resolve the issues relating to the 2019 tax assessment proceeding and, thus, have entered into this Stipulation of Settlement (“Stipulation”); and

WHEREAS, the apartment project is an affordable housing project subject to a regulatory agreement as described in § 581(a) of the Real Property Tax Law (“RPTL”) which are to be assessed pursuant to RPTL § 581(a), and

WHEREAS, the parties have now agreed that the value of the Property subject to this proceeding when calculated pursuant to RPTL § 581(a) is \$71,749 for tax account number 062.19-2-89.1, and \$466,429 for tax account number 062.19-2-89.3, respectively,

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the attorneys for the respective Parties herein:

1. The real property at issue in the Proceedings is situated in the Town of Irondequoit and described on the Town’s assessment rolls for the relevant tax years as follows (“Property”):

<u>Property Description</u>	<u>Tax Parcel No.</u>
4210 Culver Road	062.19-2-89.1
4260 Culver Road	062.19-2-89.3
Town of Irondequoit, New York	

2. The Parties agree the total assessed value of the Property shall be reduced as set forth below:

<u>Tax Year</u>	<u>Taxable Status Date</u>	<u>Tax Parcel</u>	<u>Current Assessment</u>	<u>Stipulated Reduced Assessment</u>	<u>Amount Reduced</u>
2019	March 1, 2019	062.19-2-89.1	\$240,000.00	\$71,749.00	\$168,251.00
		062.19-2-89.3	\$900,000.00	\$466,429.00	\$433,571.00

3. It is agreed by the parties that there are no County, Town or School taxes for the Property and that the only tax payments are attributable to Pure Waters. A tax bill for each Property attributable to Pure Waters shall be re-issued by the County of Monroe for the 2019 tax year based

on an assessed valuation of \$71,749 and \$466,429, respectively, and such bills shall be paid by the Petitioner without interest no later than fourteen(14) days of receipt of the tax bills.

4. The officials of the County of Monroe, the Town of Irondequoit, the East Irondequoit Central School District, and every other taxing entity, district or municipal corporation having custody of or levying taxes upon the basis of said assessment rolls or any copies thereof, be directed and So Ordered to make or cause to be made on the property books and records the entries and changes necessary to correct said assessment pursuant to Paragraphs 1 and 2 herein.

5. The Parties agree to waive the provisions of RPTL §727.

6. The Parties acknowledge that the Stipulation is entered into for good and valuable consideration and that no costs or allowances shall be awarded to, by or against the Parties.

7. This Settlement Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original hereof.

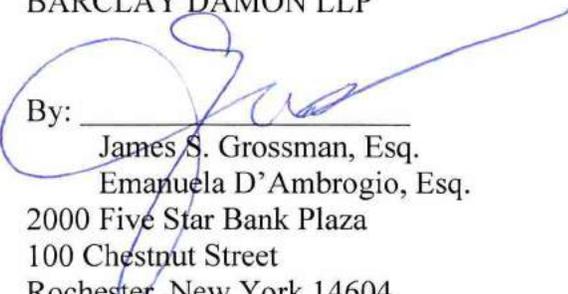
8. An executed copy of the Stipulation, shall be entered and docketed in the Monroe County Clerk's Office and the Stipulation with Notice of Entry be filed among the Assessor's permanent records.

Dated: May 8, 2020

Dated: May \_\_\_\_\_, 2020

BARCLAY DAMON LLP

DAVIDSON FINK LLP

By:   
James S. Grossman, Esq.  
Emanuela D'Ambrogio, Esq.  
2000 Five Star Bank Plaza  
100 Chestnut Street  
Rochester, New York 14604  
(585) 295-4416

By: \_\_\_\_\_  
Thomas A. Fink, Esq.  
28 East Main Street, Suite 1700  
Rochester, New York 14614  
(585) 546-6448

*Counsel for Respondents*

*Counsel for Petitioner*

Dated: May\_\_\_\_, 2020

FERRARA FIORENZA PC

By: \_\_\_\_\_  
Katherine E. Gavett, Esq.  
5010 Campuswood Drive  
East Syracuse, New York 13057  
(315) 437-7600

*Counsel for Intervenor-Respondent*

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A  
RESOLUTION REGARDING STATE ENVIRONMENTAL QUALITY REVIEW ACT  
COMPLIANCE IN THE MATTER OF REZONING OF  
2732 CULVER ROAD (TAX ID NO. 092.06-4-25)**

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 16<sup>th</sup> day of June 2020, at 7:00 P.M. local time; there were:

PRESENT:

David Seeley	Town Supervisor
Patrina Freeman	Town Board Member
John Peticone	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**, Parrone Engineering, acting as agent for Episcopal Senior Living Communities has submitted an application for rezoning a parcel of land located at **2732 Culver Road** (Tax ID No. 092.06-4-25, St. Cecelia Church of Rochester) (the "Property") from R-2 Residential to R-5 Residential; and

**WHEREAS**, rezoning the Property is an Unlisted Action under the State Environmental Review Act ("SEQRA"); and

**WHEREAS**, the Town Board has received and reviewed the full Environmental Assessment Form ("EAF"), dated February 11, 2020, with respect to the rezoning and has considered the potential environmental impacts of rezoning the Property pursuant to the requirement of SEQRA and found that the proposed action will not result in any significant adverse environmental impacts.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board adopts a Negative Declaration for the rezoning of the Property in the form attached and determines that no Environmental Impact Statement is required.

**AND, BE IT FURTHER RESOLVED**, that the Town Supervisor shall file the Negative

Declaration along with this Resolution with the Town Clerk and forward these documents to any person who requests a copy, maintain the EAF and Negative Declaration in a file regularly accessible to the public.

**AND, BE IT FURTHER RESOLVED,** that the requirements of 6 NYCRR 617 have been met. This resolution shall take effect immediately upon its adoption.

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

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

**Full Environmental Assessment Form  
Part 1 - Project and Setting**

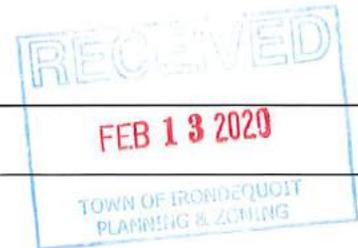
**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Applicant/Sponsor Information.**



Name of Action or Project: Episcopal Senior Housing at St Cecelia Church		
Project Location (describe, and attach a general location map): Project is located at 2732 Culver Road, Town of Irondequoit.		
Brief Description of Proposed Action (include purpose or need): Project includes the construction of a total of 70 senior apartment units on the site. The project will convert 10,000 sf of a former single story school facility to apartment use and also construct 43,500 sf of new 2-story apartment units on the site. The apartments will be a mix of 1 and 2 bedroom apartment units. The project will include site improvements including parking, access, sidewalks and other support services.		
Name of Applicant/Sponsor: Episcopal Senior Living Communities	Telephone: 585-546-8400	E-Mail:
Address: 505 Mount Hope Avenue		
City/PO: Rochester	State: New York	Zip Code: 14620
Project Contact (if not same as sponsor; give name and title/role): Lisa Marcello, COO, CFO Episcopal Senior Living Communities	Telephone:	E-Mail:
Address: (See above)		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): St Cecelia Church	Telephone: 585-467-4286	E-Mail:
Address: 2732 Culver Road		
City/PO: Rochester	State: New York	Zip Code: 14622

**B. Government Approvals**

<b>B. Government Approvals, Funding, or Sponsorship.</b> ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
<b>Government Entity</b>	<b>If Yes: Identify Agency and Approval(s) Required</b>	<b>Application Date (Actual or projected)</b>
a. City Council, Town Board, <input type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Planning Board - Site Plan Approval, EPOD Permit	March 2020
c. City, Town or Village Zoning Board of Appeals <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town Zoning Board - Rezoning of the property from R-2 to R-5, Variance - Parking	February 2020
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MCDOT - Highway Permit for utility and driveway MCDOH - Water supply backflow prevention	April 2020
f. Regional agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MCWA - Water service	April 2020
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	HCR - Funding	
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**C. Planning and Zoning**

<b>C.1. Planning and zoning actions.</b>	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> <li>• If Yes, complete sections C, F and G.</li> <li>• If No, proceed to question C.2 and complete all remaining sections and questions in Part 1</li> </ul>	
<b>C.2. Adopted land use plans.</b>	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	
_____	
_____	
_____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	
_____	
_____	
_____	

**C.3. Zoning**

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.  Yes  No  
 If Yes, what is the zoning classification(s) including any applicable overlay district?  
Site is located within a R-2 Zoning District  
Site includes areas of a Steep Slope and Drainage EPOD

b. Is the use permitted or allowed by a special or conditional use permit?  Yes  No

c. Is a zoning change requested as part of the proposed action?  Yes  No  
 If Yes,  
 i. What is the proposed new zoning for the site? Proposed Zoning - R-5

**C.4. Existing community services.**

a. In what school district is the project site located? East Irondequoit Central School District

b. What police or other public protection forces serve the project site?  
Town of Irondequoit Police Dept., Monroe County Sheriff, NYS Police

c. Which fire protection and emergency medical services serve the project site?  
Ridge Culver Fire Department, Irondequoit Volunteer Ambulance

d. What parks serve the project site?  
Monroe County Park, Bay Park West, Irondequoit Bay Park, Heyer-Bever Park and Others

**D. Project Details**

**D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?  
Residential

b. a. Total acreage of the site of the proposed action? \_\_\_\_\_ 4.2 acres  
 b. Total acreage to be physically disturbed? \_\_\_\_\_ 2.7 acres  
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? \_\_\_\_\_ 6.1 acres

c. Is the proposed action an expansion of an existing project or use?  Yes  No  
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: 70 Apartment units

d. Is the proposed action a subdivision, or does it include a subdivision?  Yes  No  
 If Yes,  
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)  
Separation of church and apartment uses  
 ii. Is a cluster/conservation layout proposed?  Yes  No  
 iii. Number of lots proposed? 2  
 iv. Minimum and maximum proposed lot sizes? Minimum TBD Maximum \_\_\_\_\_

e. Will the proposed action be constructed in multiple phases?  Yes  No  
 i. If No, anticipated period of construction: \_\_\_\_\_ 18 months  
 ii. If Yes:  
 • Total number of phases anticipated \_\_\_\_\_  
 • Anticipated commencement date of phase 1 (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year  
 • Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year  
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

f. Does the project include new residential uses?  Yes  No

If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	70
At completion of all phases	_____	_____	_____	70

g. Does the proposed action include new non-residential construction (including expansions)?  Yes  No

If Yes,

- i. Total number of structures \_\_\_\_\_  
ii. Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; and \_\_\_\_\_ length  
iii. Approximate extent of building space to be heated or cooled: \_\_\_\_\_ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?  Yes  No

If Yes,

- i. Purpose of the impoundment: \_\_\_\_\_  
ii. If a water impoundment, the principal source of the water:  Ground water  Surface water streams  Other specify: \_\_\_\_\_  
iii. If other than water, identify the type of impounded/contained liquids and their source. \_\_\_\_\_  
iv. Approximate size of the proposed impoundment. Volume: \_\_\_\_\_ million gallons; surface area: \_\_\_\_\_ acres  
v. Dimensions of the proposed dam or impounding structure: \_\_\_\_\_ height; \_\_\_\_\_ length  
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): \_\_\_\_\_

## D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)  Yes  No

If Yes:

- i. What is the purpose of the excavation or dredging? \_\_\_\_\_  
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?  
• Volume (specify tons or cubic yards): \_\_\_\_\_  
• Over what duration of time? \_\_\_\_\_  
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. \_\_\_\_\_  
iv. Will there be onsite dewatering or processing of excavated materials?  Yes  No  
If yes, describe. \_\_\_\_\_  
v. What is the total area to be dredged or excavated? \_\_\_\_\_ acres  
vi. What is the maximum area to be worked at any one time? \_\_\_\_\_ acres  
vii. What would be the maximum depth of excavation or dredging? \_\_\_\_\_ feet  
viii. Will the excavation require blasting?  Yes  No  
ix. Summarize site reclamation goals and plan: \_\_\_\_\_

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?  Yes  No

If Yes:

- i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): \_\_\_\_\_

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

iii. Will the proposed action cause or result in disturbance to bottom sediments?  Yes  No  
If Yes, describe: \_\_\_\_\_

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation?  Yes  No  
If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

c. Will the proposed action use, or create a new demand for water?  Yes  No  
If Yes:

i. Total anticipated water usage/demand per day: \_\_\_\_\_ 16,800 gallons/day

ii. Will the proposed action obtain water from an existing public water supply?  Yes  No  
If Yes:

- Name of district or service area: Monroe County Water Authority
- Does the existing public water supply have capacity to serve the proposal?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No
- Do existing lines serve the project site?  Yes  No

iii. Will line extension within an existing district be necessary to supply the project?  Yes  No  
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site?  Yes  No  
If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: \_\_\_\_\_ gallons/minute.

d. Will the proposed action generate liquid wastes?  Yes  No  
If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ 16,800 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_  
Sanitary waste water from residential use

iii. Will the proposed action use any existing public wastewater treatment facilities?  Yes  No  
If Yes:

- Name of wastewater treatment plant to be used: VanLare Sewage Treatment Facility
- Name of district: Town of Irondequoit Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No

- Do existing sewer lines serve the project site?  Yes  No
- Will a line extension within an existing district be necessary to serve the project?  Yes  No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_  
Extend an 8" gravity sewer to tie in the individual building service laterals

- iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  Yes  No

If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- What is the receiving water for the wastewater discharge? \_\_\_\_\_

- v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

N/A

- vi. Describe any plans or designs to capture, recycle or reuse liquid waste: \_\_\_\_\_

N/A

- e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  Yes  No

If Yes:

- i. How much impervious surface will the project create in relation to total size of project parcel?

\_\_\_\_\_ Square feet or 0.6 acres (impervious surface)

\_\_\_\_\_ Square feet or 6.1 acres (parcel size)

- ii. Describe types of new point sources. Roof drainage and paved surface drainage

- iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

Storm water runoff from the new development will be directed to storm water treatment facilities for quality and quantity before discharge to the existing drainage course.

- If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_  
Hobbie Creek -Tributary to Irondequoit Bay

- Will stormwater runoff flow to adjacent properties?  Yes  No

- iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?  Yes  No

- f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?  Yes  No

If Yes, identify:

- i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

- ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

- iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

- g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?  Yes  No

If Yes:

- i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  Yes  No

- ii. In addition to emissions as calculated in the application, the project will generate:

- \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)
- \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)
- \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)
- \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)
- \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
- \_\_\_\_\_ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?  Yes  No  
 If Yes:  
 i. Estimate methane generation in tons/year (metric): \_\_\_\_\_  
 ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): \_\_\_\_\_

---

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?  Yes  No  
 If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): \_\_\_\_\_

---

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?  Yes  No  
 If Yes:  
 i. When is the peak traffic expected (Check all that apply):  Morning  Evening  Weekend  
 Randomly between hours of 1 PM to 6 PM.  
 ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): \_\_\_\_\_  
 iii. Parking spaces: Existing 142 Proposed 155 Net increase/decrease +13  
 iv. Does the proposed action include any shared use parking?  Yes  No  
 v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:  
Reduction of cul cut(s) access to Culver Road  
 vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site?  Yes  No  
 vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?  Yes  No  
 viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?  Yes  No

---

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?  Yes  No  
 If Yes:  
 i. Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_  
 ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): \_\_\_\_\_  
 iii. Will the proposed action require a new, or an upgrade, to an existing substation?  Yes  No

---

l. Hours of operation. Answer all items which apply.  
 i. During Construction:  
 • Monday - Friday: Continuous (all)  
 • Saturday: \_\_\_\_\_  
 • Sunday: \_\_\_\_\_  
 • Holidays: \_\_\_\_\_  
 ii. During Operations:  
 • Monday - Friday: Continuous (all)  
 • Saturday: \_\_\_\_\_  
 • Sunday: \_\_\_\_\_  
 • Holidays: \_\_\_\_\_

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?  Yes  No

If yes:

i. Provide details including sources, time of day and duration:  
Increase noise levels during construction only 7AM - 5 PM M-F

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen?  Yes  No  
Describe: \_\_\_\_\_

---

n. Will the proposed action have outdoor lighting?  Yes  No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:  
Pole mounted LED fixtures with light cut offs to limit light off of the property. Pole height estimated at 12'-16'.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?  Yes  No  
Describe: \_\_\_\_\_

---

o. Does the proposed action have the potential to produce odors for more than one hour per day?  Yes  No  
If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: \_\_\_\_\_

---

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?  Yes  No

If Yes:

i. Product(s) to be stored \_\_\_\_\_

ii. Volume(s) \_\_\_\_\_ per unit time \_\_\_\_\_ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: \_\_\_\_\_

---

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?  Yes  No

If Yes:

i. Describe proposed treatment(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ii. Will the proposed action use Integrated Pest Management Practices?  Yes  No

---

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?  Yes  No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)
- Operation : \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: \_\_\_\_\_
- Operation: \_\_\_\_\_

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: \_\_\_\_\_
- Operation: \_\_\_\_\_

s. Does the proposed action include construction or modification of a solid waste management facility?  Yes  No  
 If Yes:  
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_  
 ii. Anticipated rate of disposal/processing:  
 • \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or  
 • \_\_\_\_\_ Tons/hour, if combustion or thermal treatment  
 iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste?  Yes  No  
 If Yes:  
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_  
 \_\_\_\_\_  
 ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month  
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_  
 \_\_\_\_\_  
 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility?  Yes  No  
 If Yes: provide name and location of facility: \_\_\_\_\_  
 \_\_\_\_\_  
 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:  
 \_\_\_\_\_  
 \_\_\_\_\_

**E. Site and Setting of Proposed Action**

**E.1. Land uses on and surrounding the project site**

a. Existing land uses.  
 i. Check all uses that occur on, adjoining and near the project site.  
 Urban  Industrial  Commercial  Residential (suburban)  Rural (non-farm)  
 Forest  Agriculture  Aquatic  Other (specify): \_\_\_\_\_  
 ii. If mix of uses, generally describe:  
The site is situated along a main transportation route (Culver Road) in the Town and is situated in a mostly residential use area within proximity of the commercial area of East Ridge Road.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	2.7	3.3	+0.6
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	3.1	2.8	-0.3
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: <u>Gravel Parking</u>	0.3	0	-0.3

c. Is the project site presently used by members of the community for public recreation?  Yes  No  
i. If Yes: explain: \_\_\_\_\_

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?  Yes  No  
If Yes,  
i. Identify Facilities:  
Rochester Regional Health Care, Culver Medical Park

e. Does the project site contain an existing dam?  Yes  No  
If Yes:  
i. Dimensions of the dam and impoundment:  
• Dam height: \_\_\_\_\_ feet  
• Dam length: \_\_\_\_\_ feet  
• Surface area: \_\_\_\_\_ acres  
• Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
ii. Dam's existing hazard classification: \_\_\_\_\_  
iii. Provide date and summarize results of last inspection: \_\_\_\_\_

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?  Yes  No  
If Yes:  
i. Has the facility been formally closed?  Yes  No  
• If yes, cite sources/documentation: \_\_\_\_\_  
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: \_\_\_\_\_  
iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?  Yes  No  
If Yes:  
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: \_\_\_\_\_

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  Yes  No  
If Yes:  
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes  No  
 Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
 Yes – Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_  
 Neither database  
ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  Yes  No  
If yes, provide DEC ID number(s): \_\_\_\_\_  
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): \_\_\_\_\_

v. Is the project site subject to an institutional control limiting property uses?  Yes  No

- If yes, DEC site ID number: \_\_\_\_\_
- Describe the type of institutional control (e.g., deed restriction or easement): \_\_\_\_\_
- Describe any use limitations: \_\_\_\_\_
- Describe any engineering controls: \_\_\_\_\_
- Will the project affect the institutional or engineering controls in place?  Yes  No
- Explain: \_\_\_\_\_

**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? \_\_\_\_\_ +10' (estimated) feet

b. Are there bedrock outcroppings on the project site?  Yes  No  
 If Yes, what proportion of the site is comprised of bedrock outcroppings? \_\_\_\_\_ %

c. Predominant soil type(s) present on project site:

Arkport, Dunkirk & Colonie	_____	36 %
Collamer silt loam	_____	64 %
_____	_____	%

d. What is the average depth to the water table on the project site? Average: \_\_\_\_\_ feet

e. Drainage status of project site soils:  Well Drained: \_\_\_\_\_ 100 % of site  
 Moderately Well Drained: \_\_\_\_\_ % of site  
 Poorly Drained \_\_\_\_\_ % of site

f. Approximate proportion of proposed action site with slopes:  0-10%: \_\_\_\_\_ 75 % of site  
 10-15%: \_\_\_\_\_ % of site  
 15% or greater: \_\_\_\_\_ 25 % of site

g. Are there any unique geologic features on the project site?  Yes  No  
 If Yes, describe: \_\_\_\_\_

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?  Yes  No

ii. Do any wetlands or other waterbodies adjoin the project site?  Yes  No

If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?  Yes  No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

• Streams:	Name <u>Hobbie Creek</u>	Classification <u>Class C</u>	<input checked="" type="checkbox"/>
• Lakes or Ponds:	Name _____	Classification _____	
• Wetlands:	Name _____	Approximate Size _____	
• Wetland No. (if regulated by DEC)	_____		

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?  Yes  No

If yes, name of impaired water body/bodies and basis for listing as impaired: \_\_\_\_\_

i. Is the project site in a designated Floodway?  Yes  No

j. Is the project site in the 100-year Floodplain?  Yes  No

k. Is the project site in the 500-year Floodplain?  Yes  No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?  Yes  No

If Yes:

i. Name of aquifer: \_\_\_\_\_

m. Identify the predominant wildlife species that occupy or use the project site: \_\_\_\_\_  
 Common birds \_\_\_\_\_  
 Common native small ground animals \_\_\_\_\_

n. Does the project site contain a designated significant natural community?  Yes  No  
 If Yes:  
 i. Describe the habitat/community (composition, function, and basis for designation): \_\_\_\_\_  
 ii. Source(s) of description or evaluation: \_\_\_\_\_  
 iii. Extent of community/habitat:  
 • Currently: \_\_\_\_\_ acres  
 • Following completion of project as proposed: \_\_\_\_\_ acres  
 • Gain or loss (indicate + or -): \_\_\_\_\_ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species?  Yes  No  
 If Yes:  
 i. Species and listing (endangered or threatened): \_\_\_\_\_

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern?  Yes  No  
 If Yes:  
 i. Species and listing: \_\_\_\_\_

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing?  Yes  No  
 If yes, give a brief description of how the proposed action may affect that use: \_\_\_\_\_

**E.3. Designated Public Resources On or Near Project Site**

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304?  Yes  No  
 If Yes, provide county plus district name/number: \_\_\_\_\_

b. Are agricultural lands consisting of highly productive soils present?  Yes  No  
 i. If Yes: acreage(s) on project site? \_\_\_\_\_  
 ii. Source(s) of soil rating(s): \_\_\_\_\_

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark?  Yes  No  
 If Yes:  
 i. Nature of the natural landmark:  Biological Community  Geological Feature  
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: \_\_\_\_\_

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area?  Yes  No  
 If Yes:  
 i. CEA name: \_\_\_\_\_  
 ii. Basis for designation: \_\_\_\_\_  
 iii. Designating agency and date: \_\_\_\_\_

e. 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?  Yes  No

If Yes:

i. Nature of historic/archaeological resource:  Archaeological Site  Historic Building or District

ii. Name: \_\_\_\_\_

iii. Brief description of attributes on which listing is based: \_\_\_\_\_

f. 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?  Yes  No

g. Have additional archaeological or historic site(s) or resources been identified on the project site?  Yes  No

If Yes:

i. Describe possible resource(s): \_\_\_\_\_

ii. Basis for identification: \_\_\_\_\_

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?  Yes  No

If Yes:

i. Identify resource: Irondequoit Bay, Lake Ontario

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Natural water resources

iii. Distance between project and resource: 1.4(Bay) and 2.7(Lake) miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?  Yes  No

If Yes:

i. Identify the name of the river and its designation: \_\_\_\_\_

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?  Yes  No

#### F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

SEE SUPPLEMENT ATTACHED

#### G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name PAUL SCHREINER, PE Date 2/11/20

Signature Paul Schreiner Title ENGINEER  
(AS AGENT FOR EPISCOPAL SENIOR LIFE

**Supplemental Engineering Report**  
**For**  
**Episcopal Senior Life Apartments at St. Cecelia Church**

Prepared by:  
Parrone Engineering  
February 2020

**Purpose**

This report was prepared to provide added information to the rezoning application to the Town of Irondequoit and the Environmental Assessment Form (EAF) developed for the project. The information contained in this report will supplement sections of the EAF to provide a better understanding of the project.

**Project Description**

The project site is located on the southeast corner of Culver Road and Brower Road in the Town of Irondequoit, Monroe County. The property is occupied by St. Cecelia Church and is situated on 6.1 acres of land bounded by Brower Road, Culver Road, NYS Rt. 104, a single-family home at 77 Brower Road and Hobie Creek Apartments to the east.

The St Cecelia Church facility currently includes the church with the attached former school building, a detached pastor residence and a detached two-car garage building. The proposed site includes the construction of 70 apartment units by Episcopal Senior Life. The units would be located in 3 interconnected, 2-story apartment buildings as shown in the conceptual plan prepared for the project. The easterly wing of the former school would remain and be modified to residential apartment use. New site utilities would be extended to service the project along with parking, vehicle access, parking and related site amenities. The existing pastor residence and detached garage would be removed as part of the project.

The project will be aimed at a providing housing to the senior level community of people, generally 55 years of age and above. Episcopal Senior Life owns and operates a number of similar facilities in and around the Rochester region which offer programs and activities that are developed for their residents and outside parties.

It is also the intent of the project to subdivide the 6.1-acre property into two separate parcels of land to establish limits of the apartment use to be operated and owned by Episcopal Senior Life, and of St. Cecelia Church.

**Supplemental Information**

The following report sections are provided to supplement the EAF provided for the project:

- **Zoning** – The existing St. Cecelia Church property is located within an R-2 residential district. The proposal will require rezoning of the property to allow the permitted use of multi-family apartment units. An application for rezoning of the parcel to R-5 is to be requested by Episcopal Senior Life as suggested by Town staff.

- **Traffic** – The project will generate additional traffic to the local roadway system from the proposed addition of 70 senior living residential units. The amount of added traffic was determined from ITE Trip Generation data source developed from projects of a similar use. The generated traffic is as follows:
  - ITE Land Use\*: 252-Senior Adult Housing – Attached
  - AM Peak Hour of Generator
    - 4 trip ends (2 enter, 2 exit)
    - Time: 8:30 AM – 12 PM
  - PM Peak Hour of Generator
    - 8 trip ends (4 enter, 4 exit)
    - Time: 1:00-6:00 PM

It is expected that due to the nature of the proposed apartment project and projected occupancy that the traffic impact on the existing roadway will be less than the typical similar sized project.

\*It should be noted that the peak hour of the generator typically did not coincide with the peak hour of adjacent street traffic.

- **Parking** – Parking on the proposed site will include parking for both Church and proposed apartment use. It is calculated that the parking required for the church use will be based on the higher of the church or Friendship Center facilities as neither portion will operate fully at the same time. The site parking was evaluated for existing and proposed conditions to determine the amount required for the project. The proposed parking shown on the cConcept Plan will not meet the required parking and will require a zoning variance be issued for the project.
  - Required parking by Zoning Use
    - Church  
1 space / 3 seats @ max occupancy
    - Friendship Center (Offices, Kitchen & Meeting Space)  
1 space/200sf (based on Office use)
  - Parking Computation
    - Church  
(Based on Avg. Attendance Sat. & Sun. Svc in October 2019, Christmas Eve, Christmas Day)  
Parking = 239 person x 1space/3 persons  
= 80 spaces
    - Friendship Center  
Parking = 15,350 sf x 1 space/200sf  
= 77 spaces

- Apartments (Proposed)  
 Parking = 2 spaces/apartment x 70 apartments  
 = 140 spaces

- Proposed Parking per Concept Plan
  - Church (surrounding area to remain) - 53 spaces
  - Concept Plan (proposed new) - 102 spaces
  - Total 155 spaces

- Existing Site Parking 142 spaces

- Required Parking
 

Church	- 80 spaces
Apartments	- <u>140 spaces</u>
Total	- 220 spaces
	(45 space deficit)

- Anticipated Parking Variance – It is anticipated that the project will require a zoning variance for parking for the Apartment portion of the project based on the concept plan. The variance is estimated at 45 spaces, which is a reduction from a zoning requirement of 2 spaces/unit to 1.35 spaces/unit. Final variance request and amount will be dependant upon final site plan configuration and design.

- **Storm Water Drainage** – The existing project site currently drains in a southerly direction to Hobie Creek, which is a Class 3 stream. Hobie Creek drains in an easterly direction with eventual discharge to Irondequoit Bay. The proposed project is intended to drain in the same direction and also discharge to Hobie Creek. The site will include on-site detention measures conforming to Town of Irondequoit development regulations to limit storm water discharges. The site will include disturbance of the site in excess of 1 acre of land with will require the preparation of a Storm Water Pollution and Prevention Plan (SWPPP) and obtaining a SPEDES permit with the NYSDEC. These measures will further address storm drainage quantity and quality for the project.
- **Town of Irondequoit EPOD** – The project contains areas that are under special restrictions for environmental development as required by the Town in Environmental Protection Overlay Districts (EPOD). The site is affected by Steep Slope and Drainage Course districts that are located along the southerly portion of the project that are generally associated with Hobie Creek and its associated slopes. An work in these areas will require a permit be issued by the Town prior to any disturbance of these areas.

- **Sanitary Sewers** – The project is expected to extend sanitary sewers currently owned and operated by the Town of Irondequoit to service the apartment portion of the project. There are existing sewers located along Culver Road and Brower Road. The existing buildings to remain on the site will maintain their current service point. It is estimated that the 70 apartments will generate a daily flow rate of 16,800 gpd of sanitary effluent.
- **Water Supply** – The water supply for the project will provided by service or main extension to the proposed project from existing water supply mains located along Culver Road and Brower Road that are owned and operated by the Monroe County Water Authority. The water supply extended for the project will include domestic and potential fire supply use. Flow test data provided from MCWA is summarized as follows:

Location:	Culver Road at Brower Road
Static Pressure:	95 psi
Residual Pressure:	47 psi
Flow Observed:	984 gpm
Calculated flow @ 20 psi:	1252 gpm

**Full Environmental Assessment Form**  
**Part 2 - Identification of Potential Project Impacts**

Project :

Date :

**Part 2 is to be completed by the lead agency.** Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency’s reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

**Tips for completing Part 2:**

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

<b>1. Impact on Land</b>			
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)		<input type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>2. Impact on Geological Features</b> The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) <span style="float: right;"><input type="checkbox"/> NO <input type="checkbox"/> YES</span> <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>3. Impacts on Surface Water</b> The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) <span style="float: right;"><input type="checkbox"/> NO <input type="checkbox"/> YES</span> <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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<b>4. Impact on groundwater</b> The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. <span style="float: right;"><input type="checkbox"/> NO <input type="checkbox"/> YES</span> (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>5. Impact on Flooding</b> The proposed action may result in development on lands subject to flooding. <span style="float: right;"><input type="checkbox"/> NO <input type="checkbox"/> YES</span> (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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<b>6. Impacts on Air</b>			
The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO <sub>2</sub> ) ii. More than 3.5 tons/year of nitrous oxide (N <sub>2</sub> O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF <sub>6</sub> ) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>7. Impact on Plants and Animals</b>			
The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>8. Impact on Agricultural Resources</b>			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)		<input type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>9. Impact on Aesthetic Resources</b> The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>				<input type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>		
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>		
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>		

<b>10. Impact on Historic and Archeological Resources</b> The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>				<input type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>		
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>		

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered “Yes”, continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property’s setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

<b>11. Impact on Open Space and Recreation</b>			
The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>12. Impact on Critical Environmental Areas</b>			
The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>13. Impact on Transportation</b> The proposed action may result in a change to existing transportation systems. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.j) <i>If "Yes", answer questions a - g. If "No", go to Section 14.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>14. Impact on Energy</b> The proposed action may cause an increase in the use of any form of energy. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.k) <i>If "Yes", answer questions a - e. If "No", go to Section 15.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

<b>15. Impact on Noise, Odor, and Light</b> The proposed action may result in an increase in noise, odors, or outdoor lighting. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.m., n., and o.) <i>If "Yes", answer questions a - f. If "No", go to Section 16.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

### 16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)  
*If "Yes", answer questions a - m. If "No", go to Section 17.*

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

<b>17. Consistency with Community Plans</b>			
The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If “Yes”, answer questions a - h. If “No”, go to Section 18.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action’s land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>18. Consistency with Community Character</b>			
The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If “Yes”, answer questions a - g. If “No”, proceed to Part 3.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

Project :

Date :

***Full Environmental Assessment Form***  
***Part 3 - Evaluation of the Magnitude and Importance of Project Impacts***  
***and***  
***Determination of Significance***

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

**Reasons Supporting This Determination:**

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

**Determination of Significance - Type 1 and Unlisted Actions**

SEQR Status:             Type 1                       Unlisted

Identify portions of EAF completed for this Project:    Part 1             Part 2             Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the \_\_\_\_\_ as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

**For Further Information:**

Contact Person:

Address:

Telephone Number:

E-mail:

**For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:**

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>



# *a town for a lifetime* IRONDEQUOIT *New York*

SEQRA Part III Narrative  
2732 Culver Road Rezone  
June 16, 2020

The proposed action involves a zoning map amendment to rezone two separate parcels located at 3732 Culver Road from R-2 Residential to R-5 to allow for the construction of a senior housing development consisting of three separate, but conjoined buildings on the site of an existing church and former school building. This is an unlisted action.

The proposed action is located on one of the Town's primary north-south arterial roadway and is characterized by the transition from residential development to the south a commercial and mixed-use buildings to the north. In considering the potential impacts associated with the action, the following specific issues were addressed.

## Potential Impacts to Land Use and Community Character

The requested zoning change will expand the type and size of residential building(s) permitted at this location, specifically allowing for the development of multi-family housing. Additionally, the change in zoning will expand the allowable building height for the two parcels.

Given that the parcel is located along a major arterial and the scale, setback and style of nearby buildings minimizes the potential adverse impacts associated with the zoning change and the development of multi-story senior housing facility being contemplated. On and near other major roadways throughout the town, the R-5 zoning classification is located in areas where there is a transition between commercial corridors and neighboring single-family residential developments. Additionally this project site is bordered by an adjacent apartment complex development. The rezoning is consistent with the Comprehensive Master Plan.

The proposed design of the buildings and related site improvements would be subject to Site Plan Approval from the Planning Board as well as Zoning Board of Appeals review and approval for any area variances associated with the project.

## Potential Impacts to Traffic

The rezoning of this parcel will allow for development of multi-family residential structures, which are often associated with a higher number of vehicles and required off-street parking. However, given the proposed redevelopment of the parcels to provide 74 units of senior housing, the potential for adverse impacts associated with traffic is minimized. Senior housing does not generate the same level of traffic or trips during peak travel times because fewer residents have or use their vehicles.

Supplemental information submitted with the applicant's EAF Part 1 provided the ITE trip generation for the proposed development. During the AM peak the project would generate 4 trips and during the PM peak, the project would generate 8 new trips. This change in trip generation is



# *a town for a lifetime* IRONDEQUOIT *New York*

very minimal. Additionally, Monroe County Department of Transportation (MCDOT) comments on the project during the County 239M review provided no concerns about this project's traffic generation.

The proposed site plan will consolidate and improve ingress and egress points to the existing site. Additionally, the project site is located on a major public transit line and several neighborhood destinations are located within walking distance.

## Potential Impacts to Utilities and Energy Use

Access to public water and sewer systems is available on site. Those existing systems can handle the demand required from this proposed development.

## Potential Impacts to Community Resources

While the rezoning of the parcels may result in an increase of residents within the area, the demographics of proposed future residents suggest that there will be no adverse impact to schools. Additionally, local emergency services are well equipped and able to accommodate the increase in the number of residents in the area.

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A  
RESOLUTION APPROVING AN APPLICATION ON THE MATTER OF REZONING  
2732 CULVER ROAD (TAX ID NO. 092.06-4-25)  
FROM R-2 RESIDENTIAL TO R-5 RESIDENTIAL**

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 16<sup>th</sup> day of June 2020, at 7:00 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**, Parrone Engineering, acting as agent for Episcopal Senior Living Communities has submitted an application for rezoning a parcel of land located at **2732 Culver Road** (Tax ID No. 092.06-4-25, St. Cecelia Church of Rochester) from R-2 Residential to R-5 Residential (the “Application”); and

**WHEREAS**, the Application has been referred to the Town Planning Board and the Monroe County Planning Department for review and comment pursuant to the requirements of the Town of Irondequoit code, New York Town Law and New York General Municipal Law; and

**WHEREAS**, the Application was reviewed and discussed at the Town Planning Board meeting held on April 27, 2020, and the Town Planning Board issued a report on the rezoning to the Town Board recommending approval of the rezoning; and

**WHEREAS**, the Monroe County Department of Planning and Development issued comments on the Application, under referral #IR20002Z, dated March 12, 2020; and

**WHEREAS**, a public hearing was held by the Town Board, pursuant to Section 235-99 of the Town of Irondequoit Code and Section 20 of the New York State Municipal Home Rule Law and in accordance with NYS Executive Order 202.15 on April 21, 2020 at 7:37 p.m. and continued on May 19, 2020 at 7:35, during which the facts in support of the requested rezoning

were presented and where public input was received and thereafter the public hearing was closed; and

**WHEREAS**, pursuant to the New York State Environmental Quality Review Act and its implementing regulations, the rezoning is classified as an Unlisted action, the Town Board conducted an uncoordinated review, and, by separate Town Board resolution of even date herewith, has issued a negative declaration; and

**WHEREAS**, the Town Board has determined that the rezoning is consistent with and in furtherance of the goals and intent of the Town of Irondequoit Comprehensive Master Plan Update adopted by the Town Board in October 2014.

**NOW, THEREFORE, BE IT RESOLVED** that the requested rezoning is hereby\_\_\_\_\_.

**AND, BE IT RESOLVED**, that the Town Board hereby adopts said Local Law \_\_ of 2020, amending the Official Zoning Map of the Town of Irondequoit to rezone **2732 Culver Road** (Tax ID No. 092.06-4-25) from R-2 Residential to R-5 Residential, and a copy of which is attached hereto as "Attachment A" and made a part hereof, and the Town Clerk is hereby directed to enter said Local Law in the minutes of this meeting and in the Local Law Book of the Town of Irondequoit, and to give due notice of the adoption of said Local Law to the New York Secretary of State.

This resolution shall take effect immediately upon its adoption.

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

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

**LOCAL LAW NO. \_\_\_ OF 2019  
TO AMEND THE  
OFFICIAL ZONING MAP OF THE TOWN OF IRONDEQUOIT**

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

**Section 1.** The Official Zoning Map of the Town of Irondequoit is hereby amended so that 2732 Culver Road (Tax Account Number 092.06-4-25) is rezoned from R-2 Residential to R-5 Residential.

**Section 2.** This law shall be effective upon filing with the Secretary of State of New York, as required by the Municipal Home Rule Law.

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD CALLING FOR A  
PUBLIC HEARING ON THE MATTER OF GRANTING  
A SPECIAL USE PERMIT FOR 2002 E RIDGE ROAD  
IN A C-BUSINESS (C) 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 16<sup>th</sup> day of June 2020, at 7:00 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**, upon the matter of request by Michael Alesi, owner of Lilac Properties/2002 East Ridge LLC, is proposing to convert the first floor from retail space to a residential dwelling unit to create a multi-family structure at 2012 E. Ridge Road (the “Project”); and

**WHEREAS**, under § 235-28(A) of the Irondequoit Town Code, multiple-family or more than one commercial use on a parcel requires a Special Use Permit in the C-Business District; and

**WHEREAS**, such Special Use Permit may be approved by the Irondequoit Town Board pursuant to Town Law § 274-b; and

**WHEREAS**, pursuant to Town Law § 271(14)(a), the Town Board may by resolution provide for the reference of any matter or class of matters to the Planning Board before final action is taken thereon.

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board shall hold a public hearing on this Special Use Permit application on **July 21, 2020 at 7:35 p.m.** at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit.

**AND, THEREFORE, BE IT FURTHER RESOLVED**, that the Town Board refers 2012 E. Ridge Road application for a Special Use Permit application to the Planning Board for its reference and report thereon, which report the Town Board requests to be so provided at or after

the public hearing scheduled for July 21, 2020.

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	_____

**LILAC PROPERTIES LLC/2002 EAST RIDGE ROAD LLC**  
**2002 EAST RIDGE ROAD**  
**ROCHESTER, NY 14622**  
**585-329-1124**

May 6<sup>th</sup>, 2020

Town of Irondequoit  
1230 Titus Ave  
Rochester, NY 14617

Dear Planning Board:

We are the property owners at 2012-2022 East Ridge Rd. When we purchased the property in 2013, a tenant occupied the space at 2012 and operated a UPS type store. In early 2014 he closed his business and the space was vacant for over a year.

In 2015 we rented the space to a vape store/lounge and they subsequently ceased to operate less than 6 months later. We had the space listed with a professional realtor – it was hard to find a suitable tenant. In 2016 we rented to Sleep Cheap Mattress Store. They have found it very difficult to do business there as well and are currently in the process of closing the store.

The biggest concern from potential commercial tenants is the lack of street side parking, and the difficulty of entering and exiting the parking lot in front of the building. This requires backing out into East Ridge Road.

We own and operate 5 other commercial properties, and several apartment properties in Monroe County. We propose to convert the commercial space to a spacious 2 bedroom apartment. We are 100% confident that we will find a suitable residential tenant to live in the space. There is adequate parking in front of the building, and the traffic off of and onto East Ridge Rd will certainly be much less than if a commercial tenant operated a business there.

Enclosed you will find all of the necessary paperwork required for a special use permit. I am happy to meet with you to answer any questions or concerns. I thank you for your time and consideration.

Respectfully,



Michael J Alesi  
Lilac Properties/2002 East Ridge Road LLC

TOWN OF IRONDEQUOIT  
APPLICATION TO THE TOWN BOARD

PROJECT ADDRESS 2012 East Ridge Rd  
TOTAL AREA OF PROJECT SITE .86 Acres  
TAX ID NO. 236400077-18-1-67.1 ZONING DISTRICT Commercial/Residential  
PROPERTY OWNER (Print) 2002 East Ridge LLC PHONE 329-1124  
ADDRESS 2002 East Ridge Rd ZIP CODE 14622  
E-MAIL ADDRESS Malesi1@rochester.rr.com FAX NO. ---  
APPLICANT (Print) Michael J. Malesi PHONE 329-1124  
ADDRESS 2002 East Ridge Rd ZIP CODE 14622  
E-MAIL ADDRESS --- FAX NO. ---  
AGENT --- PHONE ---  
ADDRESS --- ZIP CODE ---  
E-MAIL ADDRESS --- FAX NO. ---  
DESCRIPTION OF PROJECT convert commercial zone to 2 bedroom apt

APPLICANT (or Agent) SIGNATURE  DATE 5-6-2020

**IMPORTANT NOTICE:** Applicants and/or their representatives must appear at the Meeting to present their case to the Town Board.

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FEE \$ \_\_\_\_\_ DATE OF HEARING \_\_\_\_\_  
CASE NO. \_\_\_\_\_ OTHER BOARD REFERRALS \_\_\_\_\_  
DATES \_\_\_\_\_

A sign (provided by the Town) must be posted on the property for at least (10) days prior to the scheduled Public Hearing.

## 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.

<b>Part 1 - Project and Sponsor Information</b>			
Lilac Properties LLC			
Name of Action or Project: convert stone to Apt.			
Project Location (describe, and attach a location map): 2022 East Ridge Rd.			
Brief Description of Proposed Action: convert stone to 2 bedroom Apt.			
Name of Applicant or Sponsor: Michael J. Alesi		Telephone: 329-1124	
		E-Mail: malesi@rochester.rr.com	
Address: 2022 East 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 checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		.86 acres	
b. Total acreage to be physically disturbed?		— acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		.86 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): _____			
<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 checked="" type="checkbox"/>	<input 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"/>	<input 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"/>	<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"/>	<input type="checkbox"/>
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/>	<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"/>	<input type="checkbox"/>
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100 year flood plain?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

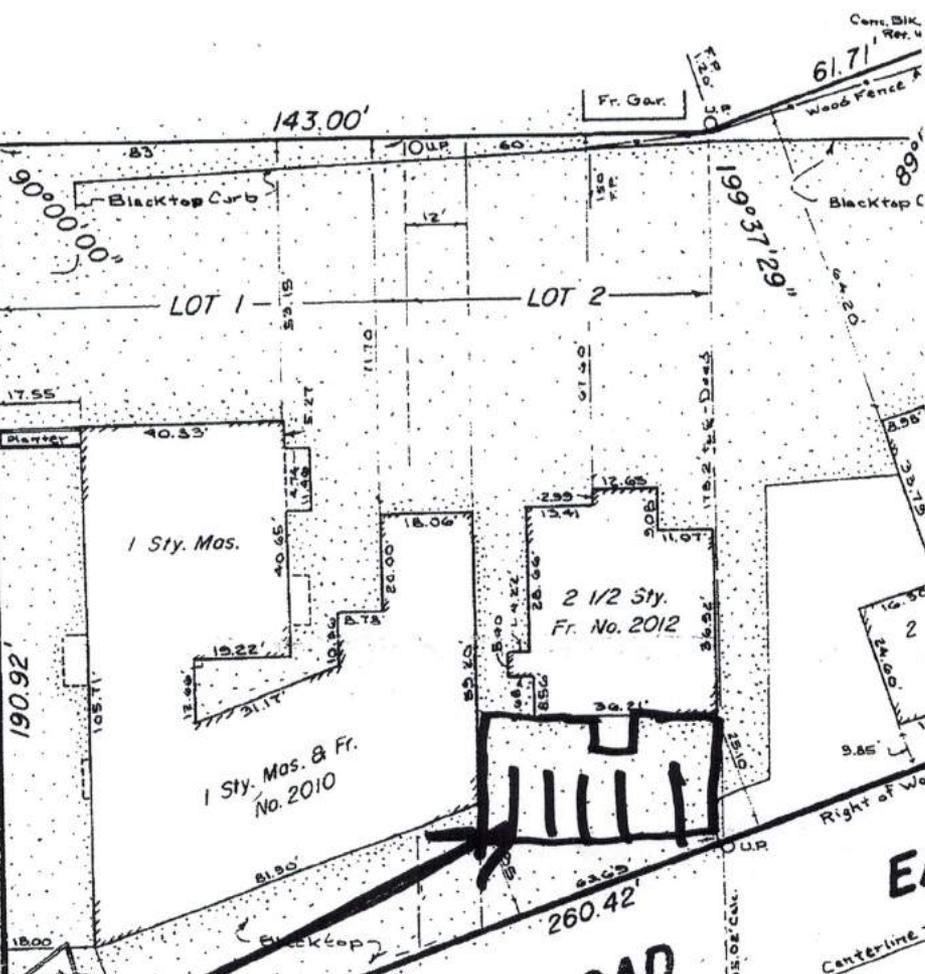
<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p><b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p>		
<p>Applicant/sponsor name: <u>Michael J. Alsi - Litse Rep.</u></p> <p>Signature: _____</p>	<p>Date: <u>5-6-2020</u></p>	

VINEDALE AVENUE

(60')

VINEDALE AVENUE

Right of Way Line



**PARKING**

**CERTIFICATE**  
 I hereby certify that this map was made February 9, 1996 from no other records, other than those referenced, made for easements or encumbrances affecting this parcel.

Per: David E. Van Lare February 11, 1996  
 David E. Van Lare, L.S. Lic. No. 49031



**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING  
A RESOLUTION AUTHORIZING CAPITAL LEASE FINANCING AGREEMENT  
WITH KEY GOVERNMENT FINANCE FOR ONE CASE-CONSTRUCTION  
BACKHOE LOADER WITH HAMMER ASSEMBLY EQUIPMENT FOR THE  
BUREAU OF PUBLIC WORKS**

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 16th day of May 2020, at 7:00 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 (the “Town”) is a New York municipal corporation duly organized pursuant to the Constitution and the laws of the State of New York; and

**WHEREAS**, it is necessary to finance one (1) new 2020 heavy backhoe loader for the Bureau of Public Works through a capital lease pursuant to General Municipal Law 109-b, consistent with plans in the 2020 operating budget of the Community Services Department (the “Equipment”); and

**WHEREAS**, the authorization to purchase one (1) 2020 Case-Construction 580SN backhoe loader with hammer assembly at a cost of \$113,439 was previously provided by Resolution 2020-042; and

**WHEREAS**, authorization to obtain financing from Key Government Finance for the Equipment was previously provided by Resolution 2020-153; and

**WHEREAS**, the terms and conditions of the financing for the acquisition of the Equipment are set forth in that certain Tax Exempt Lease Purchase Agreement (New York) attached hereto and made a part hereof (the “Lease”), in the total principal amount of \$113,439; and

**WHEREAS**, in connection with the Lease, the Town is required to execute, deliver and perform its obligations under certain other documents and instruments to be executed and delivered by the Town in connection therewith (together with the Lease, the “Financing Documents”); and

**WHEREAS**, the Town has taken the necessary steps, including those relating to any applicable bidding requirements, to acquire the Equipment and execute and deliver the Financing Documents; and

**WHEREAS**, it is determined that the terms of the Lease in substantially the form presented to the Town Board at this meeting provide for level debt service payments for a period of five (5) years; and

**WHEREAS**, pursuant to New York Local Finance Law § 11(a)(28), the Town has determined that the period of probable usefulness of the Equipment is equal to fifteen years; and

**WHEREAS**, the Town Board finds that it is in the best interest of the Town to acquire the Equipment, enter into the Financing Documents, and perform the transactions contemplated therein.

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Town Board authorizes the Town Supervisor to negotiate, enter into, execute and deliver the Lease in substantially the form presented to the Town Board with such changes thereto as he deems appropriate with the advice of counsel, which Lease is available for public inspection at the offices of the Town.
2. That the Town Board authorizes, approves and adopts the execution, delivery and performance by the Town of the Financing Documents and the consummation of all of the transactions contemplated thereby by and on behalf of the Town.
3. That the total principal amount of the Lease shall not exceed \$113,439 and shall bear interest as set forth in the Lease; said Lease shall contain an option to purchase by the Town as therein set forth.
4. That the Town's obligations under the Lease shall be expressly subject to annual appropriation by the Town; and such obligations under the Lease shall not constitute a general obligation of the Town or indebtedness of the Town within the meaning of the Constitution and laws of the State of New York.
5. That the Town Board authorizes, empowers and directs the Town Supervisor to take all further actions and to execute all further documents on behalf of the Town necessary, appropriate and advisable to effectuate and carry out the purposes of these resolutions and to cause compliance by the Town with all of the terms, covenants and provisions of the Financing Documents.

This resolution shall take effect immediately upon 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	Romeo	voting	_____
Town Board Member	Freeman	voting	_____
Town Supervisor	Seeley	voting	_____

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION DECLARING SURPLUS VEHICLES AND AUTHORIZING THE AUCTION OF SAID VEHICLES**

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 16<sup>th</sup> day of June, 2020 at 7:00 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 Police Department uses certain equipment to perform services for the Town, and from time to time such equipment needs to be replaced; and

**WHEREAS**, each piece of equipment listed on the attached Addendum "A" (the Equipment) is several years old and no longer used by the Town; and

**WHEREAS**, the Town Board by Resolution 2019-191 previously declared surplus and authorized the auction of that certain 1993 GMC Van included in Addendum "A" hereto, but was unable to then auction such vehicle because of difficulties in locating the title therefor; and

**WHEREAS**, the Town intends to commission Roy Teitsworth, Inc., 6502 Barber Hill Road, Geneseo, New York to list the equipment on Addendum "A," including the 1993 GMC Van, on its Net Auction (Internet) beginning July 7, 2020 and ending July 14, 2020.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby declares said Equipment listed on Addendum "A" as surplus and authorizes the Town Supervisor to execute and deliver to Roy Teitsworth, Inc. such documentation as necessary to auction said Equipment listed on Addendum "A," including the 1993 GMC Van, at the July7-14, 2020 Net Auction.

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_____

#### Addendum "A"

- One (1) 1993 GMC Van (KVS#PV28), VIN #2GDEG25K1P4506663
- One (1) 2006 Cadillac Sedan VIN #1G6KD57Y160103731



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_____



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_____

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION TO DECLARE CERTAIN EQUIPMENT AS SURPLUS PROPERTY**

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 16<sup>th</sup> day of June, 2020, at 7:00 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 Department of Public Works uses certain equipment to perform services for the Town, and from time to time such equipment needs to be replaced; and

**WHEREAS**, each piece of equipment listed on the attached Addendum "A" is several years old and no longer used by the Town; and

**WHEREAS**, the Town intends to auction the Equipment at the online municipal auction to occur in July and August 2020.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby declares said equipment (serial numbers set forth in Addendum "A," which is attached hereto and made a part hereof) as surplus and authorizes the Town Supervisor to execute and deliver such documentation as necessary to auction said Equipment at the next appropriate municipal equipment auction.

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	_____

## Addendum "A"

Year	Fleet #	Description	KVS#
<b>Public Works Equipment Highway</b>			
1998	160	Mack CL713 Haul Tractor VIN# 1M1AD09Y9WW006659 mileage 69,624	160-1
1998	35	Tailbert 35 ton low boy hauling trailer VIN# 40FW04321W1016366  6000 Gallon Gasoline tank Con Vault  6000 Gallon Diesel tank  Wayne Gasoline dispenser Model #/G6201D/27AGJK/W1 Serial # 13820D J16  Wayne Diesel dispenser Model #/G6201D/27AGJK/W1 Serial # 13816D J16  Petro Vend Fuel site controller (for record keeping & monitoring) Model # FSC300 Serial # 2114072	000273
<b>Highway Miscellaneous</b>			
		330 gallon water tank	
		Pallett of old loader blades	
		Pallett of old plow blades	
		7 old wheel barrels	
		Bucket of yard tools	
		Pallett of yard tools	
		Pallett of old tool boxes	
		Pallett of old sidewalk plow gear boxes	
		Pallett of jackhammer equipment	
		Pallett of Gas cans & spray cans	
		Pallett of old miscellaneous tools	

Year   Fleet #   Description   KVS#

6' Rolling ladder  
5 old paving tarp housings  
1 pickup truck towing receiver  
1 Plow blade jack  
Pallett of old truck parts  
60 old road signs & barricades  
Pallett of old barricades  
5 boxes of old barricade lights  
2- 8' pick up box bed liners  
Pallet of old folding tables  
1 Cherry wood desk  
2- 4 Drawer file cabinet's  
1- 3 shelf bookcase  
1 Metal desk  
3 Boxes of tire chains  
1 Double 55 gallon drum spill tray  
1 New heavy duty man door with frame  
1 water hose reel  
Pallett of Trackless sidewalk plow rims  
Pallett of cat tires  
Pallett of truck rims  
2 old battery chargers & jump box  
4 – 42" X 42" X 48" long HVAC Control & Balancing Dampers  
4 - 42" 42" X 4" Stationary Louver Dual Drainable blade's  
2 – 34" X 62" X 4" Stationary Louver Drainable Blade's

**Sewers Miscellaneous**

Pallett of Sewer nozzles

7- 10" suction tubes

5- 10" PCV Y's

10 Pump lift mounts

<u>Year</u>	<u>Fleet #</u>	<u>Description</u>	<u>KVS#</u>
		1 Orbit drill press Serial #4090713	008436
		Pallett with small toolbox, chain binders & clamps	
		Pallett of light bulbs	
		Pallett of wires, shut off boxes & a panel cover	
		Pallett of hoses & hardware	
		Pallett of Cable & hardware	
		Home made parts washer	
		Bolt bin	
		100' of plastic water line	
		Pallett of electrical components	
		<b>Parks Miscellaneous</b>	
1998	505	Ingersol-Rand Cart Serial # FG9821-663328	003340
		1 Wood Jointer	001941
		1 Billy Goat Gas powered vacuum	006392
		Pallett with 1 Husqvarna walk behind lawn mower Model # 6021P & 4 Stihl FS55R weed eaters	
		13 Florescent ceiling lights, 4 Industrial lights & 3 parking lot lights	
		1 Hobart stick welder Serial #2274D	
		1 Delta Scroll saw Serial #DE2575	
		1 Delta Table saw Serial #85H066058	
		1 Billy Goat truck mount leaf sucker Model #DL1801V Serial #090611457	

**EXTRACT OF MINUTES OF MEETING OF TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN AGREEMENT TO PROVIDE WATER TREATMENT SERVICES FOR TOWN FACILITIES**

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16th day of June, 2020 at 7:00 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**, by New York State Law the Town is required to have a water treatment program for water circulation through the air-conditioning/heating equipment at various Town facilities; and

**WHEREAS**, pursuant to Section 51-7(C) of the Irondequoit Town Code, the Town requested three quotes for water treatment services; and

**WHEREAS**, Feedwater Treatment Systems, Inc. was the lowest responsible quote received in the amount of \$3,500 per year for a period of two years; and

**WHEREAS**, the term of this contract will commence on July 1, 2020, and end the two-year period on June 30, 2022; and

**WHEREAS**, funds have been appropriated for this purpose in Account 001.1620.4120 (Town Hall) and 001.1621.4120 (Public Safety Bldg).

**NOW, THEREFORE BE IT RESOLVED**, the Town Board authorizes the Supervisor to enter into a contract with Feedwater Treatment Systems, Inc. in the amount of \$3,500 per year in such form as approved by the Attorney for the Town, for a two-year term.

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 _____
Supervisor	Seeley	voting _____

**EXTRACT OF MINUTES OF MEETING OF TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE DESIGNATION OF A STORMWATER MANAGEMENT OFFICER FOR THE TOWN**

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 16th day of June, 2020 at 7:00 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 is a member of the Monroe County Stormwater Coalition; and

**WHEREAS**, the Department of Public Works has various employees that work with the Monroe County Stormwater Coalition in order to help manage various stormwater projects, and building projects that can potentially cause inappropriate stormwater runoff throughout the Town as well as maintain a MS4 Stormwater permit; and

**WHEREAS**, the Stormwater Coalition requests that the Town of Irondequoit officially designate an employee as the Stormwater Management Officer for the Town. The designated Stormwater Office will perform the requirements under the NYS Municipal Storm Sewer System also known as MS4 stormwater permit that the Town maintains; and

**WHEREAS**, the Department of Public Works recommends that the Designation of the Stormwater Management Officer be the Commissioner of Public Works or his/her designee.

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board approves the Designated Stormwater Management Officer for the Town of Irondequoit be the Commissioner of Public Works or his/her designee.

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 _____
Supervisor	Seeley	voting _____

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD  
AUTHORIZING THE SUPERVISOR TO EXECUTE THE FIRST AMENDMENT  
TO PROJECT SCHEDULE OF IRONDEQUOIT COMMUNITY CENTER**

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 16<sup>th</sup> of June 2020 at 7:00 P.M. local time; there were:

David Seeley	Town Supervisor
Patrina Freeman	Town Board Member
John Rome	Town Board Member
Kimie 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**, on January 30, 2019, the Town, as lessee, entered into a Lease Agreement (“Lease”) with 1733 Ridge Rd LLC, as lessor, to utilize space located at the former Irondequoit Mall for the purpose of constructing a community center (the “Irondequoit Community Center”); and

**WHEREAS**, effective January 6, 2020, 1733 Ridge Rd LLC and the Town entered into a project schedule (“Project Schedule”) to delineate their responsibilities with respect to the costs and construction of the Irondequoit Community Center; and

**WHEREAS**, 1733 Ridge Rd LLC conveyed its interest in the Lease and Project Schedule to Skyview Phase I LLC (“Skyview”), to serve as landlord thereunder; and

**WHEREAS**, the Town has commenced demolition of certain interior spaces at the former Irondequoit Mall and has commenced construction of the Irondequoit Community Center; and

**WHEREAS**, the Town and Skyview wish to amend the Project Schedule to revise an exhibit thereto and to allocate certain unforeseen costs that have arisen since the commencement of construction of the Irondequoit Community Center; and

**WHEREAS**, the Town and Skyview have negotiated a First Amendment to Project Schedule, in the form annexed hereto as Exhibit A, and the Town Board determines that it is in the best interests of the Town to enter into such agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the First Amendment to Project Schedule, in substantially the form attached hereto as Exhibit A, and in final form as approved by the Attorney for the Town.

This resolution shall take effect immediately upon its adoption.

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

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

# Exhibit A

(First Amendment to Project Schedule)

## FIRST AMENDMENT TO PROJECT SCHEDULE

**THIS FIRST AMENDMENT TO PROJECT SCHEDULE** (this “*First Amendment*”) is made and entered into as of June\_\_\_\_, 2020 (the “*Effective Date*”) by and between Skyview Phase I LLC, a New York limited liability company with offices at 550 Latona Road, Building E, Suite 501, Rochester, New York 14626 (the “*Landlord*”) and the **TOWN OF IRONDEQUOIT**, a municipal corporation with offices at 1280 Titus Avenue, Rochester, New York 14617 (the “*Tenant*”).

**WHEREAS**, 1733 Ridge Rd LLC (“*Former Landlord*”), a New York limited liability company, and Tenant entered into the Lease Agreement dated January 30, 2019 (the “*Lease*”) whereby Former Landlord leased to Tenant the Premises, as defined therein; and

**WHEREAS**, pursuant to the Lease, Former Landlord and Tenant entered into the Project Schedule dated January 6, 2020 (the “*Project Schedule*”) whereby Former Landlord and Tenant delineated their responsibilities with respect to the costs and construction of improvements to the Premises; and

**WHEREAS**, on December 27, 2019, Former Landlord conveyed its fee interest in the Premises to Landlord; and

**WHEREAS**, by the Assignment and Assumption of Lease and Project Schedule, dated April 13, 2020 (the “*Assignment*”), Former Landlord assigned, transferred, and conveyed the Lease and Project Schedule to Landlord, together with all of Former Landlord’s right, title, and interest in and to the Lease and Project Schedule, with all of the rights, benefits and privileges of the Former Landlord thereunder; and

**WHEREAS**, by the Assignment, Landlord undertook and assumed all responsibilities and obligations of Former Landlord under the Lease and Project Schedule; and

**WHEREAS**, Landlord and Tenant desire to amend the Project Schedule.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. The third recital of the Project Schedule is hereby superseded and replaced in its entirety to read:

“**WHEREAS**, upon Tenant’s development of various project plans, the Premises may likely contain approximately 42,155 usable square feet as illustrated on the Plan annexed hereto as Exhibit A and made a part hereof (which will for all purposes hereafter be referred to as the “Premises; and”).

2. Exhibit “A” of the Project Schedule is hereby superseded and replaced in its entirety, such that the Premises & Lease Lines shall be as depicted on Schedule “A” attached to this First Amendment and made a part hereof.

3. The Project Schedule is hereby amended to add a new section, Section 15, as follows:

**“15. ALLOCATION OF UNFORESEEN COSTS.** The Parties acknowledge that following the execution of the Project Schedule, there arose certain unforeseen costs with respect to Landlord’s Work and Tenant’s Work. Consequently, notwithstanding any provision of the Project Schedule or Lease to the contrary, the parties allocate such unforeseen costs as follows:

- a. During the Tenant’s or Tenant’s agents’ performance of Tenant Work, the Tenant has utilized electricity billed to the Landlord and recorded either on a Landlord meter or through a subsequently installed Landlord submeter (hereinafter “Tenant Used Electricity”). Tenant agrees to pay Landlord for the Tenant Used Electricity for the period commencing on February 4, 2020 and continuing through the period of Tenant Work and until Tenant installs its own submeter. Based upon the meter readings reflected by the submeter, the parties have determined that the Tenant has utilized an average of 86.935 kilowatt hours per day and that the average cost for said electricity is \$0.149 per kilowatt hour. The meter reading on April 20, 2020 was “341656”. For the seventy-six (76) days running from February 4, 2020 through April 20, 2020, the parties have determined that the balance owed by Tenant to Landlord is \$984.44 which shall be due and payable on or before June 15, 2020. Any and all usage following April 20, 2020 shall be based upon the starting meter reading of “341656” and shall reflect the new reading and price charged by the utility for said usage.
- b. During Tenant’s demolition of interior spaces of the Premises, Tenant inadvertently damaged components of a security and alarm system of Landlord. Tenant agrees to pay to Landlord \$1,300 to reinstall said security and alarm system, which reflects the reasonable cost of same which shall be payable on or before July 1, 2020.
- c. During Tenant’s work, the Tenant’s agent demolished the ground floor electrical room known as Electrical Room No. 2 and inadvertently disconnected certain electrical systems used to light several egress corridors exterior to the Premises. The parties hereby agree that the Tenant will remedy the matter at its sole expense by providing and installing a 600 amp square-D I-line service, to a room directly to the north of the prior Electrical Room No. 2. Tenant will further reconnect all feeders and run tests sufficient to establish that the systems are operational to the Landlord’s reasonable satisfaction.
- d. During Tenant’s demolition of interior spaces of the Premises, Tenant has inadvertently allowed dust and other particles to migrate into the Mall common area of the former Irondequoit Mall. The parties agree that once Tenant’s Work is complete, Tenant will undertake to clean the effected corridors, common area, storefronts, railings, soffits, escalator, glassed areas, railings, floors, and all other areas impacted by such dust and other particles in a commercially reasonable manner.

- e. The parties agree that in performing work pursuant to the Lease and Project Schedule, Landlord made improvements to the façade and windows of the exterior portion of the Premises (the “Façade Work”). Landlord has provided to Tenant detailed cost documentation for the Façade Work, and Tenant agrees to reimburse Landlord for one-half of the reasonable documented cost of the Façade Work (\$19,103) in the amount of \$9,551.50, the same to be payable on or before July 1, 2020.
  
- f. The parties agree that they contemplated in the Lease and Project Schedule for Tenant to make use of a staging area to transport equipment and materials to the Premises. However, Tenant thereafter requested of Landlord to provide an alternative access point to the Premises by removing an exterior brick wall and creating an opening approximately 12 feet high and 12 feet wide, such opening to be located on the angled wall east of the emergency egress corridor. Annexed hereto as **Exhibit B** is a summary of proposed work to be performed, including the installation of the 12 foot x 12 foot new opening, etc. The Landlord agrees to perform items 1, 2 and 3 of said summary with the Tenant to perform or be responsible for performing item 4. Landlord further agrees that in performing the temporary entrance work Landlord and its contractors and subcontractors will be required to comply with the “Prevailing Wage” laws. The Landlord hereby agrees to perform this temporary entrance work at a cost of \$38,500. During the period of Tenant Work, the temporary entrance will be preserved for Tenant’s sole use and enjoyment. Tenant shall reimburse Landlord the sum of \$38,500 within twenty (20) days following Landlord’s completion of the temporary entrance work. During the period of the performance of the temporary entrance work by Landlord, the Landlord will install two (2) exterior plywood doors which the parties herein agree may be utilized by the Tenant, but will be closed and locked when not in use in order to ensure the security of the applicable premises and the remaining portions of the Mall. In addition to the foregoing, and prior to the completion of the temporary entrance work and the availability of said new temporary entrance for use by the Tenant, the Tenant has utilized the lower south entrance access point to the entrance of the Tenant’s space to transport equipment and material to the Premises. As a result, damage has been caused to the walls of the east façade of the interior corridors and further damage may have been caused to the tile floor which has been covered with plywood and Styrofoam by the Tenant. Upon availability of the temporary entrance, the Tenant shall remove the plywood and Styrofoam from the floor and the parties will determine the extent of damage to the floor, drywalls, façade and other areas utilized by the Tenant or its agents, contractors and subcontractors. Tenant shall reimburse Landlord the reasonable value of correcting any damage so incurred, including to the white tile and brown tile on the floor or hallways that may have been so damaged.

5. Except as amended hereby, the Project Schedule shall remain unmodified and in full force and effect. In the event of an inconsistency between the Project Schedule and this First Amendment, the terms of this First Amendment shall control.

6. This First Amendment shall inure to the benefit of and shall be binding upon the parties and their respective successors and/or assigns.

7. This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned have executed this Project Schedule as of the date set forth above.

**LANDLORD:**  
**SKYVIEW PHASE I LLC**

**TENANT:**  
**TOWN OF IRONDEQUOIT**

**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

**Schedule A**

**Revised Premises & Lease Lines**





**Exhibit B**

(Summary of Temporary Entrance Work)



Photo A: Looking to rear of existing store (looking South)

Fitting rooms to be demolished completely and disposed of.  
 Approx. location of flooring protection in existing store.



Photo B: Looking at existing store entry (looking South)

Existing soffit (beyond) to be demolished completely and disposed of.  
 Existing storefront to be salvaged and turned over to Landlord  
 Approx. location of concourse flooring protection

Concourse Flooring protection consisting of rigid insulation and plywood over existing ceramic tile.

Standard flooring protection consisting of plywood over existing floor.

Maximum 12'x12' opening in existing wall.

Javen is proposing the following Summary of work-

1. Maximum 12'x12' opening will be made as indicated above. All brick will be salvaged, palletized and stored in staging area. Temporary shoring will be provided for remaining brick veneer.
2. Temporary flooring protection, as noted above, will be provided in the existing store where new entry will be made. The following items will be demolished completely and not salvaged: all fitting rooms, and bulkhead above concourse storefront system. No other items in the existing store will be demolished, including ceiling, light fixtures and walls unless noted above.
3. Removal and salvage of existing concourse storefront system. Existing storefront system will be turned over to the landlord for their use.
4. Concourse floor will be protected as noted above.

RONDEQUOT MALL  
 BROWNQUOT NEW YORK

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION ACCEPTING THE RENEWAL FOR INCLUSIVE RECREATION SERVICES**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16<sup>th</sup> day of June 2020, at 7:00 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
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Town Board Member \_\_\_\_\_ offered the following resolution and moved its adoption:

**WHEREAS**, it is necessary to renew inclusive recreation consultant and support services for the evaluation of the recreation department’s current inclusion practices as well as the development of new operational practices, to ensure people with disabilities can fully engage in recreation programming; and

**WHEREAS**, the current contract with Rochester Accessible Adventures is for the amount of \$13,500 with a term from July 1, 2019 through June 30, 2020, with two (2) additional one (1) year optional renewals at the rate of \$6,750 each year; and

**WHEREAS**, it is necessary for the Town to extend the services with Rochester Accessible Adventures to provide inclusive recreation consultant and support services to the Recreation Department through June 30, 2021; and

**WHEREAS**, funds of \$6,750 have been appropriated for this purpose in the contracted services community center account #001.7140.4120.0000.7163.

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board approves the extension of Rochester Accessible Adventures to provide inclusive recreation consultant and support services to the Recreation Department in the amount of \$6,750 from July 1, 2020 through June 30, 2021; and

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

This resolution shall take effect immediately upon its adoption.

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

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



**Town of Irondequoit**  
Department of Recreation  
154 Pinegrove Avenue  
Rochester, NY 14617  
(585) 336-6070

May 26, 2020

Anita O'Brien, Executive Director  
Rochester Accessible Adventures  
2165 Brighton Henrietta Town Line Road  
Rochester, NY 14623

Re: Renewal of RFP Acceptance Inclusive Recreation Resolution # 2019-154

Dear Anita:

In reference to the above service, we are seeking to renew the proposal for one additional one-year term, July 1, 2020 through June 30, 2020. The extension will be for the renewal price of \$6,750/year.

2021 AOB  
KH

If you are in agreement, please sign and return one copy of this letter. I would appreciate your response by June 5, 2020

Thank you very much for your cooperation. If you have any questions, please contact me at 336-7267.

Best Regards,

Katrina Hall  
Recreation Director

The undersigned agrees to renew the RFP for Inclusive Recreation that was awarded with Resolution # 2019-154 for one additional one year term – July 1, 2020 through June 30, 2021.

Anita O'Brien  
Rochester Accessible Adventures Authorized Signature

May 27, 2020  
Date

Anita O'Brien, Executive Director  
Print Name of Rochester Accessible Adventures Representative & Title

\_\_\_\_\_  
David Seeley, Town of Irondequoit Supervisor & Date

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING  
A RESOLUTION AUTHORIZING JOULE ASSETS, INC. TO SOLICIT BIDS  
FOR SUPPLY OF ELECTRICITY FROM RENEWABLE SOURCES AND  
APPROVING ELECTRICITY SUPPLY AGREEMENT**

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16th of June 2020 at 7:00 P.M. local time; there were:

- |                            |                       |
|----------------------------|-----------------------|
| 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**, effective April 21, 2016, the New York State Public Service Commission (“Commission”) issued an “Order Authorizing Framework for Community Choice Aggregation Opt-Out Program” in Case #14-M-0224, which authorized the establishment of Community Choice Aggregation programs by municipalities statewide; and

**WHEREAS**, effective March 16, 2018, the Commission issued an “Order Approving Joule Assets’ Community Choice Aggregation Program with Modifications” in Case #14-M-0224 that authorized Joule Assets, Inc. (“Joule” or “Program Administrator”) to serve as a Community Choice Aggregation Program Administrator on behalf of cities, towns, and villages in New York State; and

**WHEREAS**, by Local Law No. 8-2018, the Town enabled the creation of a Community Choice Aggregation Program (“Program”) pursuant to § 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law and consistent with State of New York Public Service Commission Case No. 14-M-0224; and

**WHEREAS**, on August 20, 2019, the Town, by Resolution No. 2019-207, resolved to engage Joule to, among other things, act as Program Administrator on behalf of the Town for the Program, and thereafter entered into a municipal energy services agreement with Joule for performance of such services; and

**WHEREAS**, the Town seeks to obtain competitive bids from electricity suppliers (each a “Supplier”) pursuant to a request for proposal that shall include provision of a 100%

renewable supply of electricity at a net savings, compared to the 12-month historic average measured from the bid issuance date, of the Rochester Gas & Electric residential rate for electricity charged to residential customers (the "Supply RFP"), that is intended to result in a three-party Electricity Supply Agreement between the selected Supplier, the Town and the Program Administrator that, among other things, will govern the terms of provision of the electricity supply by Supplier for the Program; and

**WHEREAS**, the Program Administrator has prequalified prospective bidders based on creditworthiness and competence; has executed the public outreach campaign in the Town as required by the New York State Department of Public Service, and has obtained or will be obtaining utility data from the local distribution utility, all of which is necessary to solicit bids through the Supply RFP; and

**WHEREAS**, the "Electricity Supply Agreement" (in the form attached hereto), has been reviewed and approved by the Attorney for the Town, and has been deemed to provide benefits, adequate protections, and minimize risk to Town.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board authorizes the Program Manager to issue a Supply RFP consistent with the provisions of this Resolution, with bids to be evaluated based upon compliance with the specifications of the Supply RFP including, without limitation, price and tenor parameters, and Supplier's acceptance of all material terms of the Electricity Supply Agreement.

**AND, THEREFORE, BE IT FURTHER RESOLVED**, that the Town Board approves the Electricity Supply Agreement in substantially the form attached to this Resolution as Exhibit A, such form to be included in the Supply RFP.

**AND, THEREFORE, BE IT FURTHER RESOLVED**, that Joule in its role as Program Administrator for the Program shall, among other things, manage the energy procurement process, prepare and issue the Supply RFP, and make recommendations for award to the Town; provided however, that the Town will, through the Supervisor, make the final award decision.

**AND, THEREFORE, BE IT FURTHER RESOLVED**, that subject to the conditions that the awarded Supplier has been prequalified as required by Program Administrator and that the awarded bid meets the specifications established in the Supply RFP, the Town Supervisor shall execute an Electricity Supply Agreement on behalf of Town in substantially the form attached hereto with the awarded Supplier and Program Administrator in a timely fashion; provided, however, that the Town is under no obligation to award the Supply RFP should these conditions not be met.

This resolution shall take effect immediately upon its adoption.

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

Town Board Member                      Wehner                      voting                      \_\_\_\_\_

Town Board Member	Perticone	voting	_____
Town Board Member	Freeman	voting	_____
Town Board Member	Romeo	voting	_____
Town Supervisor	Seeley	voting	_____

Exhibit A  
(Electricity Supply Agreement)

**Electricity Supply Agreement**

**between Supplier, Joule Assets, Inc. and [City/Town/Village] [Name of Municipality]**

[remainder of this page is left intentionally blank]

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**PREAMBLE**

This Community Choice Aggregation Electricity Supply Agreement (“**ESA**” or “**Agreement**”) is made as of [AGREEMENT DATE] (the “**Execution Date**”) between:

The [City/Town/Village] of [NAME OF MUNICIPALITY], a municipal corporation in the State of New York, with a principal place of business at [MUNICIPALITY ADDRESS] (the “**Municipality**”);

[NAME OF SUPPLIER], a [TYPE OF ENTITY] [organized/incorporated] in the State of [STATE OF ORGANIZATION/INCORPORATION] duly authorized to do business in the State of New York with a principal place of business at [SUPPLIER ADDRESS] (“**Competitive Supplier**” or “**Supplier**”); and

Joule Assets, Inc., a corporation incorporated in the State of Delaware duly authorized to do business in the State of New York, with a principal place of business at 22 Edgemont Road, Katonah, New York 10536 (“**Joule**” or “**Program Administrator**”).

**RECITALS**

WHEREAS, Joule Assets sought approval of a community choice energy aggregation (“**Community Choice Aggregation**” or “**CCA**”) program through the Public Service Commission of the State of New York (“**PSC**”), that would allow local governments to participate in a program managed by Joule to procure energy supply from an Energy Services Company for the Eligible Consumers of participating municipalities;

WHEREAS, by Order effective March 16, 2018 (Case 14-M-0224: <http://documents.dps.ny.gov/public/MatterManagement/CaseMaster.aspx?MatterCaseNo=14-m-0224>), the PSC approved and authorized Joule to implement its CCA program;

WHEREAS, the Joule CCA program is intended to include Eligible Consumers, and to permit the aggregation of electric purchases within the communities that elect to participate;

WHEREAS, the Municipality has adopted a Local Law to participate in the Joule Community Choice Aggregation Program (the “**Program**”) to aggregate consumers located within the Municipality and to negotiate competitive rates for the supply of electricity for such consumers;

WHEREAS, the Program allows Municipality to solicit competitive bids for the supply of electricity individually or as part of a buying group with other municipal aggregations;

WHEREAS, on March 1, 2019, the Towns of the Irondequoit, Brighton and Pittsford, and the Village of Pittsford issued a Request for Proposals for a Program Administrator;

WHEREAS, on April 5, 2019, Joule responded to such RFP, and on June 28, 2019 submitted a Response to Supplemental Questions, where Joule, among other things, committed to provide

municipalities with (a) the option of providing customers a 100% renewable energy product using renewable energy certificates (RECs); and (b) if multiple supply product options were to be offered, municipalities would select which would be the “default” option, with customers having the freedom to choose among all available product options, regardless of the municipally selected default.

WHEREAS, the Municipality has indicated that it desires to offer a 100% renewable supply option to customers as a “default” option (the "CCA Renewable Electricity Product," as defined below);

WHEREAS, the aforementioned RFP was awarded to Joule as Program Administrator;

WHEREAS, Joule and Municipality have entered into a Community Choice Aggregation Agreement (the “CCA Agreement”) pursuant to which Joule and Municipality agreed, among other things, that:

- (a) Joule would provide certain energy services to Municipality in relation to a CCA Program including acting as Program Administrator; and
- (b) If the Municipality entered into an Electricity Supply Agreement relating to procurement of electricity supply, it would be with a “Selected Supplier” in accordance with the RFP “Response Document (each, as defined in the CCA Agreement) “to provide 100% renewable energy at a net savings compared to the 12-month historical average, measured from the bid issuance date, of the Rochester Gas & Electric residential rate for electricity charged to residential customers”;

WHEREAS, Municipality desires to implement a CCA Program with Joule serving as Program Administrator;

WHEREAS, the Municipality has resolved, among other things: (a) to authorize Joule to issue an electricity supply RFP to suppliers to provide electricity to Participating Consumers (as defined below); (b) to authorize Joule to award an electricity supply contracts in accordance with such RFP; (c) to approve the form of this ESA; and (d) to authorize execution of an ESA with the awarded supplier provided that the bid met the specifications set forth in the RFP;

WHEREAS, Competitive Supplier desires to provide Full-Requirements Power Supply to Eligible Consumers located within the Municipality, pursuant to the terms and conditions of the Program and this ESA;

WHEREAS, the Municipality desires that the Competitive Supplier provide Firm Full-Requirements Power Supply and Consolidated Billing as an alternative to Basic Utility Supply Service for consumers within the Municipality;

WHEREAS, Competitive Supplier has submitted an offer to provide a single electric supply products with a corresponding pricing level CCA Renewable Electricity Product and price;

WHEREAS, Competitive Supplier agrees to pay a fee to Program Administrator;

WHEREAS, Municipality desires Competitive Supplier to collect and remit the fees due the Program Administrator;

WHEREAS, the municipalities that participate in the Joule Community Choice Aggregation Program, including this Municipality, intend that this Agreement be uniform in form and substance in each instance throughout the Program; and

NOW THEREFORE, IT IS AGREED THAT, Municipality, Program Administrator, and the Competitive Supplier hereby enter into this ESA subject to the terms and conditions below.

## ELECTRICITY SUPPLY AGREEMENT

### ARTICLE 1 DEFINITIONS

Capitalized terms that are used but not defined in the body of this ESA, including the Exhibits hereto, shall be defined as set forth in this Article 1 Words defined in this Article 1 that are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

1.0 **Associated Entities** – Any and all of the employees, officers, agents, representatives, and independent contractors and subcontractors of the Competitive Supplier or of any of its corporate parents or subsidiaries, which provide goods or services to, or in any way assist, the Competitive Supplier in meeting its obligations under the ESA, but specifically excluding the Distribution Utility.

1.1 **Bankruptcy** - With respect to a Party, (i) such Party ceases doing business as a going concern, generally does not pay its debts as they become due or admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or other Governmental Rule, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties, or makes an assignment for the benefit of creditors, or said Party takes any corporate action to authorize or that is in contemplation of the actions set forth in this clause (i); or (ii) a proceeding is initiated against the Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other Governmental Rule and such proceeding is not dismissed within ninety (90) days after the commencement, or any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties is appointed without the consent or acquiescence of said Party, and such appointment is not vacated or stayed on appeal or otherwise within ninety (90) days after the appointment, or, within ninety (90) days after the expiration of any such stay, has not been vacated, provided that, notwithstanding the foregoing, the exercise of rights to take over operation of a Party's assets, or to foreclose on any of a Party's assets, by a secured creditor of such Party (including the appointment of a receiver or other representative in connection with the exercise of such rights) shall not constitute a Bankruptcy.

1.2 **Basic Utility Supply Service**— Electricity supply service provided by the Distribution Utility to consumers who do not receive service from a Competitive Supplier or from the CCA Program. Eligible Consumers within the Municipality who receive Basic Utility Supply Service, and do not opt out, will be enrolled in the Program as of the Effective Date.

1.3 **Clean Energy Standard** - the clean energy standard for electric power for load serving entities established by New York State (including without limitation those mandated by the 2015 New York State Energy Plan as amended, New York's Climate Leadership and Community Protection Act (CLCPA), and the Order of the New York State Public Service Commission Adopting a Clean Energy Standard (Case 15-E-0302)(Issued August 1, 2016).

1.4 **Commercially Reasonable** - Any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence should have been known, at the time the decision was made, would have been expected in the industry to accomplish the desired result consistent with reliability, safety, expedition, project economics and applicable law and regulations, as defined in the Uniform Business Practices or without limitation in additional applicable law and regulations, provided that in no event shall increased costs or economic hardship be an excuse for not performing a Party's obligations under this ESA.

1.5 **Community Choice Aggregation or CCA** – Municipal electricity procurement program, purchasing supply for the aggregated demand for all Participating Consumers within the Municipality.

1.6 **CCA Renewable Electricity Product** — 100% renewable energy supply product offered to Participating Consumers that consists of (a) 100% renewable energy supply that is composed of solar, hydro and/or wind power bundled with 100% voluntary Renewable Energy Certificates; and/or (b) energy supply that meets the minimum Clean Energy Standard sold together with 100% voluntary Renewable Energy Certificates from solar, hydro and/or wind energy generating facilities, as further described and defined in Exhibit A (Prices and Terms).

1.7 **[Intentionally Omitted]**

1.8 **Competitive Supplier or Energy Services Company or ESCO**– A load serving entity duly authorized to (a) serve Eligible Consumers within the service territory of the Distribution Utility and (b) conduct business in the State of New York as an Energy Services Company. With regard to this Agreement, Competitive Supplier is identified in the preamble above.

1.9 **Consolidated Billing** - A billing option that provides Participating Consumers with a single bill issued by the Distribution Utility combining delivery and supply charges from the Distribution Utility and Competitive Supplier respectively.

1.10 **Delivery Term** - The period of time for which prices for Firm Full-Requirements Power Supply have been established, as set forth in Exhibit A.

1.11 **Distribution Utility** - Owner or controller of the means of distribution of electricity that is regulated by the Public Service Commission in the Participating Municipality.

1.12 **Electronic Data Interchange or EDI** - The exchange of business data in a standardized format between business computer systems.

1.13 **Effective Date** - The day after the Execution Date that is immediately following the final day of the rescission period, which immediately follows the opt-out period, which occurs after notifications have been sent to Eligible Consumers.

1.14 **Eligible Consumer** – a consumer who:

- (a) is a part of an opt-out eligible service class and rate class in accordance with the Framework Order and all other applicable Orders of the PSC and Governmental Rules; and
- (b) who receives Basic Utility Supply Service from the Distribution Utility as of the Effective Date, or is a New Consumer (as defined below) at one or more locations within the geographic boundaries of the Municipality; but
- (c) excluding consumers who receive Basic Utility Supply Service and have requested not to have their account information shared by the Distribution Utility.

For the avoidance of doubt, an Eligible Consumer must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the Execution Date of this ESA.

1.15 **ESA** - This Electricity Supply Agreement.

1.16 **Environmental Disclosure Program** -- The current and future rules and requirements applicable in New York State to the labelling and disclosures of electric supply including without limitation the Opinion and Order Adopting Environmental Disclosure Requirements and Establishing a Tracking Mechanism, NY Public Service Commission, Opinion 98-19 (December 15, 1998), and the rules relating the New York Generation Attribute Tracking System (NYGATS).

1.17 **Federal Energy Regulatory Commission or FERC** -The United States federal agency with jurisdiction over interstate electricity sales, wholesale electric rates, hydroelectric licensing, natural gas pricing, and oil pipeline rates.

1.18 **Firm Full-Requirements Power Supply** - The service under which the Competitive Supplier provides all of the electrical energy, capacity, reserves, and ancillary services, transmission services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply at a fixed contract price including all those components regardless of changes in kWh usage or customer grouping during this contract term to Participating Consumers at the Point of Sale.

1.19 **Force Majeure** - Any cause not within the reasonable control of the affected Party which precludes that party from carrying out, in whole or in part, its obligations under this ESA, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; fires; landslides; earthquakes; floods; other natural catastrophes; strikes, lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by the Municipality may not be asserted as an event of Force

Majeure by the Municipality; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil or industrial disturbances or explosions. Nothing in this provision is intended to excuse any Party from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of any Party shall not constitute an event of Force Majeure.

1.20 **Framework Order** -- The PSC Order establishing the framework for municipal CCA programs (Case 14-M-0224,, Order Authorizing Framework for Community Choice Aggregation Opt-Out Program (issued April 21, 2016)), as may be amended from time to time.

1.21 **General Communications** - The type of communications described and defined in Article 5.7 herein.

1.22 **Governmental Authority** - Any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, including without limitation the New York Public Service Commission and the New York Department of Public Service excluding the Municipality.

1.23 **Governmental Rule** - Any law, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, or similar form of decision of any Governmental Authority having the effect and force of law including without limitation the Joule Order, the Framework Order and all other Orders of the PSC, all as may be amended from time to time.

1.24 **Joule Order** – the PSC Order approving the Joule CCA Program (Case 14-M-0224, Order Approving Joule Assets’ Community Choice Aggregation Program with Modifications” (issued March 16, 2018)), all as may be amended from time to time.

1.25 **kWh, kW** - Kilowatt-hour and kilowatt, respectively.

1.26 **Local Law** – A local law or ordinance, adopted by Municipality according to General Municipal Law, which authorizes Municipality to join the Joule Community Choice program.

1.27 **New Consumer** – An Eligible Consumer as of or after the Effective Date, including one that opts in to the Program or moves into Municipality.

1.28 **New Taxes** - Any taxes not in effect as of the Effective Date enacted by a Governmental Authority or the Municipality, to be effective after the Effective Date with respect to Firm Full-Requirements Power Supply, or any Governmental Rule enacted and effective after the Effective Date resulting in application of any existing tax for the first time to Participating Consumers.

1.29 **NYISO** - The New York Independent System Operator, or such successor or other entity which oversees the integrated dispatch of power plants in New York and the bulk transmission of electricity throughout the New York power grid.

1.30 **Participating Consumer** – an Eligible Consumer who is enrolled in the Program, either because consumer receives Basic Utility Supply Service from the Distribution Utility as of the Effective Date and has not opted out, or is a New Consumer.

1.31 **Parties** - The Municipality, the Program Administrator, and the Competitive Supplier, as the context requires. In the singular, "Party" shall refer to any one of the preceding.

1.32 **Point of Delivery** - The boundary of the Distribution Utility's electricity franchise, or the point at which the Competitive Supplier delivers the power to the Distribution Utility.

1.33 **Point of Sale** - The electric meter for each Participating Consumer's account, as designated by the Distribution Utility, such that all line loss costs are included in Competitive Supplier price to bring power to the meter.

1.34 **Program** - Joule Community Choice Aggregation Program.

1.35 **Program Administrator** – Joule, authorized by PSC to put out for bid the total amount of electricity being purchased by Participating Consumers.

1.36 **PSC or DPS** - The New York State Public Service Commission or the New York State Department of Public Service acting as Staff on behalf of the PSC, or any successor state agency.

1.37 **Qualifying Regulatory Event**— A Regulatory Event that impacts or provides opportunity for substantially all consumers in the same rate class, but not including a Regulatory Event that applies uniquely to Competitive Supplier's consumers.

1.38 **Regulatory Event**-- Implementation of a new, or changes to an existing, Governmental Rule by a Governmental Authority, including without limitation the Distribution Utility's tariffs, market rules, operating protocols and definitions, which have a material effect on the services and transactions contemplated by this ESA. A "change" as used herein includes without limitation any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation.

1.39 **Renewable Energy Certificate** –A renewable energy certificate registered in, and fully compliant with, the New York (State) Generation Attribute Tracking System ("NYGATS"), as may be amended from time to time.

1.40 **Retail Price** - As set forth in Exhibit A.

1.41 **Service Commencement Date** - The date of a Participating Consumers' first meter read date after the Effective Date, or as soon as necessary arrangements can be made with the Distribution Utility thereafter.

1.42 **Term** - As defined in Article 4.1.

1.43 **Uniform Business Practices** – Regulations governing the business practices of utilities and Energy Services Companies with regards to service, billing, marketing, data, and customer rights, issued by the New York State Public Service Commission (Case 98-M-1343).

## ARTICLE 2 RIGHTS GRANTED

### 2.1 GENERAL DESCRIPTION AND LIMITATIONS

Competitive Supplier is hereby granted the exclusive right to be the default provider of Firm Full-Requirements Power Supply to Participating Consumers pursuant to the terms of this ESA. For the avoidance of doubt, Competitive Supplier shall be authorized to supply Firm Full-Requirements Power Supply only to Participating Consumers enrolled in the plan or plans managed by the Program Administrator, and the Distribution Utility will continue to have the right and obligation to supply electricity to Eligible Consumers who opt-out of the Program and remain on, or return to, Basic Utility Supply Service, until changes in law, regulation or policy may allow otherwise.

In accordance with ARTICLE 3 below, all Eligible Consumers shall be automatically enrolled in the Program unless they choose to opt-out. In the event the geographic boundaries of the Municipality change during the term of this ESA, Competitive Supplier shall only be obligated to supply Firm Full-Requirements Service to those Participating Consumers located within the Municipality as such boundaries existed on the Effective Date of this ESA. As between the Parties, the Competitive Supplier has the sole obligation of making appropriate arrangements with the Distribution Utility, and any arrangements which may be necessary with the NYISO so that Participating Consumers receive the electricity supplies to be delivered pursuant to this ESA.

The Municipality specifically authorizes the Distribution Utility to provide, and Competitive Supplier the right to obtain and utilize as required, all billing and energy consumption information for Participating Consumers as is reasonably available from the Distribution Utility. Competitive Supplier shall request consumption data for individual Participating Consumers from the Distribution Utility via EDI or via other adopted standards such as secure ftp. If further action is required by the Distribution Utility to authorize Competitive Supplier to receive such consumption and billing data, the Program Administrator, on behalf of the Municipality agrees to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier, if so requested by it, in obtaining such information for Participating Consumers, including, without limitation, assisting Competitive Supplier in obtaining permission from such Eligible Consumers and/or the PSC, where necessary as a prerequisite to the provision of such information. Competitive Supplier shall not be responsible for any errors that Competitive Supplier or any of its Associated Entities makes in the provision of Firm Full-Requirements Power Supply only to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Distribution Utility; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

## 2.2 NO THIRD PARTY BENEFICIARIES

Except as specifically provided in Article 18.12, this ESA does not and is not intended to confer any rights or remedies upon any person other than the Parties. This ESA facilitates rights under the Joule Order and Local Law for Eligible Consumers to purchase electricity from the Competitive Supplier in accordance with this ESA. The Municipality, or Program Administrator in support of the Municipality, has the right, but not the obligation, to advocate on behalf of the Eligible Consumers interested in contracting for electric supply and on behalf of all Participating Consumers, unless otherwise prevented by law.

## 2.3 COMPLIANCE WITH LAWS

The Municipality represents and covenants that the Local Law has been duly adopted and will remain in effect for the term of this ESA.

## 2.4 CONDITIONS PRECEDENT

The Municipality's obligations under this ESA shall be conditioned upon the Competitive Supplier fulfilling the following requirements:

- (d) maintain Competitive Supplier's license from PSC (as such term is defined in the Local Distribution Utility's Terms and Conditions for Competitive Suppliers);
- (e) execute any appropriate NYISO applications and agreements;
- (f) obtain authorization from the FERC to sell power at market-based rates;
- (g) complete data (e.g. EDI, secure ftp) testing with Distribution Utility;
- (h) provide all other documentation required by the Distribution Utility; and
- (i) satisfying all insurance requirements set forth in ARTICLE 16 or elsewhere in this ESA.

If Competitive Supplier has not fulfilled all such requirements by the Service Commencement Date, then the Municipality may terminate this ESA without any liability from Municipality to the Competitive Supplier.

## 2.5 OWNERSHIP AND USE OF ELIGIBLE CONSUMER DATA

Competitive Supplier acknowledges that: 1) all Eligible Consumer data (including addresses, telephone numbers or other identifying information) made available to Competitive Supplier on behalf of Municipality for such data must be protected by the Competitive Supplier and its Associated Entities to the fullest extent possible under the law and all PSC Orders; 2) the Competitive Supplier does not hold any permanent right, title or interest in this data; and 3) this data is to be obtained, retained and used by the Competitive Supplier and its Associated Entities solely to provide Firm Full-Requirements Power Supply to Participating Consumers and to render other services expressly required or permitted under this ESA. Any other use of Eligible Consumer data other than for purposes directly related to this ESA is not permitted without the prior written consent of the Municipality. Competitive Supplier may share such Eligible Consumer data with third-party vendors as reasonably necessary to accommodate Competitive Supplier's provision of

Firm Full-Requirements Power Supply or other performance pursuant to this ESA (including, without limitation, collection of receivables), provided that Competitive Supplier will take reasonable measures to secure the confidential nature of such data and the restrictions set forth in this Article 2.5 and elsewhere in this ESA, and that any vendor or subcontractor is also bound by the terms and conditions of this ESA, especially those regarding data confidentiality and prohibition on non-permitted uses of data through a signed non-disclosure agreement, a copy of which will be provided to the Municipality. Except as expressly provided in this ESA, and as otherwise permitted by law, Competitive Supplier and its Associated Entities shall not disclose any Eligible Consumer data to any third-party and Competitive Supplier and its Associated Entities shall take all Commercially Reasonable measures to protect Eligible Consumer data from access by, or beneficial use for, any third-party. To the extent that the provision of Firm Full-Requirements Power Supply or other services under this ESA requires that Competitive Supplier and its Associated Entities have access to or make use of any Eligible Consumer data, Competitive Supplier and its Associated Entities shall treat such Eligible Consumer data as confidential information. Competitive Supplier may use Eligible Consumer data to engage in direct marketing only during the term of this ESA and subject to the terms set forth in Article 18.3. A violation of this Article 2.5 shall be grounds for termination under Article 4.2((a)). Competitive Supplier agrees violation of this Article 2.5 shall constitute irreparable harm.

Without limiting the foregoing, Competitive Supplier agrees to comply with all data security requirements of, including without limitation the terms of any data security agreement required by, the PSC, the DPS and any Distribution Utility in relation to the CCA and any confidential utility information disclosed to Competitive Supplier in performance of this Agreement. Competitive Supplier further agrees to execute any agreement in relation thereto as required by the PSC, the DPS and any Distribution Utility.

Additionally, Competitive Supplier agrees that it shall be fully and solely responsible for payment of all fees (including reimbursement of any such fees paid for by Program Administrator) in connection with acquisition of customer data from the applicable Distribution Utility in relation to the performance of this ESA; provided, however, that this provision shall not apply to the acquisition of aggregated data by Program Administrator or Municipality prior to the execution of this Agreement,

## 2.6 ENVIRONMENTAL DISCLOSURE PROGRAM

Competitive Supplier agrees to comply with any current and/or future rules and regulations related to Environmental Disclosure Program in the State of New York including without limitation all rules and regulations concerning labelling.

## ARTICLE 3 CONSUMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

### 3.1 CONSUMER CHOICE

The Parties acknowledge and agree that all Participating Consumers have the right, pursuant to Joule Order, Local Law, and the Program, to change their source of electricity supply, as set forth in Article 2.1. The Parties represent, warrant and covenant to each other that they shall not interfere with the right of Participating Consumers to opt-out of the Program, and shall comply with any rules, regulations or policies of PSC, the Distribution Utility and/or other lawful Governmental Authority regarding the procedures for opting out or of switching from one source of electric supply to another. Not inconsistent with the above, however, the Parties may take Commercially Reasonable measures to encourage Participating Consumers to affirmatively agree to remain in the Program, consistent with any Governmental Rules.

### 3.2 NOTIFICATION TO NEW CONSUMERS OF OPT-OUT RIGHTS

Consistent with the requirements of any applicable Governmental Rules, and within a reasonable time after the Distribution Utility notifies Competitive Supplier of the existence of a New Consumer and has provided to Competitive Supplier such New Consumer's account number, service and billing address, and other pertinent contact information, Competitive Supplier shall notify such New Consumer (i) of the date on which such New Consumer will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing Firm Full-Requirements Power Supply to such New Consumer as of the same date, subject to the opt-out provisions of the Joule Order, Local Law, and the Program ("**Opt-Out Notice**"). The Opt-Out Notice shall be mailed to each such New Consumer prior to the date of automatic enrollment and shall: (i) prominently state all charges to be assessed by the Competitive Supplier; (ii) at a minimum, provide a summary of the prices and terms included in Exhibit A as well as fully disclose the prices and terms then being offered for Basic Utility Supply Service by the Distribution Utility; (iii) state how such New Consumer may opt-out of the Program prior to enrollment and remain on Basic Utility Supply Service from the Distribution Utility; and (iv) state how all Participating Consumers, subsequent to enrollment, will also have the right to opt-out at any time and return to Basic Utility Supply Service or choose a new Competitive Supplier without paying a fee or penalty to Competitive Supplier. All forms of such notices must be approved in advance by the Municipality.

In providing the notifications set forth in this Article 3.2, and in otherwise conducting the activities in Article 3.4 below, the Competitive Supplier must rely upon information provided to it by the Distribution Utility for the purpose of performing its obligations. Competitive Supplier will not be responsible for any errors in connection with notification of Eligible Consumers only to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Distribution Utility; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

### 3.3 CONSUMER AWARENESS

Upon mutual agreement concerning the content and method, either the Competitive Supplier, Municipality, or Program Administrator may conduct consumer awareness efforts at its sole expense.

### 3.4 ENROLLMENT

#### 3.4.1 Participating Consumers

All Eligible Consumers as of the Effective Date will be enrolled in the Program, thus becoming Participating Consumers, under the terms of this ESA unless they opt-out during the 33-day period following initial communication through the opt-out letter. Participating Consumers may disenroll from the Program at any time thereafter with no fee or penalty. The Municipality shall authorize the Distribution Utility to provide to Competitive Supplier or to an alternative designee of the Program Administrator who has agreed in writing to a non-disclosure agreement, a copy of which will be provided to the Municipality, a list of Participating Consumers as of the Effective Date, as well as such Participating Consumer's service and billing addresses, and any other information necessary for Competitive Supplier to commence Firm Full-Requirements Power Supply to such Participating Consumers as of the Service Commencement Date.

#### 3.4.2 New Consumers

If New Consumers elect not to opt-out of the Program as provided in Article 3.2, such New Consumers will be automatically enrolled by Competitive Supplier in the Program. These New Consumers electing not to opt out of the Program as provided in Article 3.2 shall be enrolled in the Program at the rates reflected in Exhibit A that refer specifically to New Consumers. Competitive Supplier shall enroll such New Consumers in accordance with applicable PSC and Distribution Utility rules.

#### 3.4.3 Eligible Consumers Opting Out

At any time during the Term of this ESA, Eligible Consumers who have previously opted out of the Program may request that they be enrolled or re-enrolled in the Program. Competitive Supplier shall provide Firm Full-Requirements Power Supply to such Eligible Consumers at a price determined by the then-prevailing market conditions, as defined in Exhibit A. Following mutually agreed upon procedures, the Competitive Supplier is responsible for accurately and promptly transmitting information regarding Eligible Consumers, to the Distribution Utility. The Competitive Supplier shall be responsible for enrolling all Participating Consumers through data (e.g. EDI or secure ftp) transactions submitted to the Distribution Utility for initial enrollment in the aggregation and all enrollments thereafter.

#### 3.4.4 Consumers Served by Third-Parties

Consumers being served under other competitive supply programs offered by third-parties will not be automatically enrolled as Participating Consumers under this ESA when such program terminates or is otherwise completed. Competitive Supplier agrees that consumers under such third-party competitive supply programs may affirmatively opt-in at any time and receive Firm Full-Requirements Power Supply, thereby becoming Participating Consumers. New Consumers who opt-in as provided in this Article 3.4.4 shall be enrolled in the Program at the rates reflected in Exhibit A that refer specifically to New Consumers.

#### 3.4.5 Termination Fees

There shall be no termination fees for any Participating Consumers to disenroll from the Program.

### ARTICLE 4 TERM OF CONTRACT AND TERMINATION

#### 4.1 TERM

This ESA shall commence on the Execution Date, provided, however, that Competitive Supplier's obligation to provide Firm Full-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate with the Participating Consumers' "Final Meter Read Date" determined by the Parties and set forth in Exhibit A Part 1 in the paragraphs with the heading "Term", unless terminated earlier under Article 4.2 below.

#### 4.2 TERMINATION

This ESA may be terminated at any time upon written notice:

- (a) by the Municipality, or the Competitive Supplier, if the other Party fails to remedy or cure any breach of any material provision or condition of this ESA (including, but not limited to, Article 2.5 and ARTICLE 9), but excluding the failure to provide or arrange for Firm Full-Requirements Power Supply, which is addressed in Article 4.2((f)), within sixty (60) days following written notice to do so by the non-breaching party; or
- (b) by the Municipality, or the Competitive Supplier, if any material provision or condition of this ESA be finally adjudged invalid by any court of competent jurisdiction, or if PSC exercises any lawful jurisdiction so as to invalidate or disapprove this ESA in whole or in significant part; or
- (c) by the Municipality, if a Regulatory Event that is not a Qualifying Regulatory Event affects the Competitive Supplier and Competitive Supplier incurs costs and chooses to allocate and collect excess costs from Participating Consumers; or
- (d) by the Municipality, if a court, PSC or other lawful authority makes an adjudication that nullifies or materially alters any of the provisions of ARTICLE 6; or
- (e) by the Municipality, i) if an order is entered against the Competitive Supplier approving a petition for an arrangement, liquidation, dissolution or similar relief relating to Bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (ii) immediately if

- the Competitive Supplier shall file a voluntary petition in Bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to Bankruptcy, insolvency or other relief for debtors or shall seek, consent to, or acquiesce in appointment of any trustee, receiver, or liquidation of any of Competitive Supplier's property; or
- (f) notwithstanding the foregoing, the failure of Competitive Supplier to provide or arrange for Firm Full-Requirements Power Supply to Participating Consumers, in the absence of Force Majeure or the Municipality's failure to perform, shall constitute an act of default, and the Municipality may terminate this ESA upon giving written notice and without a cure period. In the event the Competitive Supplier has performed its obligations hereunder and its failure to arrange for or provide Firm Full-Requirements Power Supply is a direct result of actions or non-actions by any transmission service provider, the Distribution Utility, or the NYISO, the Competitive Supplier's failure shall not be deemed to be an act of immediate default and would be subject to remedy or cure as provided in Article 4.2((a)).

#### 4.3 OBLIGATIONS UPON TERMINATION

Following termination of this ESA, the Parties shall each discharge by performance all obligations due to any other Party that arose up to the date of termination of the ESA and Competitive Supplier shall continue to have the right to collect all monies due for services rendered to that date.

Upon termination, Competitive Supplier shall have all Participating Consumers switched back to obtaining supply from the Distribution Utility, or support the Distribution Utility as reasonably possible to switch to another supplier selected by Municipality, by submitting all consumer drops via EDI or alternative data protocol to the Distribution Utility, or such other supplier, in a form acceptable to the Distribution Utility, or such other supplier.

#### 4.4 EXTENSION

The ESA may be extended beyond the termination date established in Article 4.1 by mutual written agreement of the Parties. Any new pricing terms shall be added to and replace Exhibit A as Exhibit A Extension. Upon any such extension, this ESA shall continue to be in effect, and all provisions of the ESA shall retain the same force and effect as before the extension, unless it is terminated by any Party pursuant to the provisions of Article 4.2 or until the date stated in such extension.

### ARTICLE 5 CONTINUING COVENANTS

The Competitive Supplier agrees and covenants to perform each of the following obligations during the term of this ESA.

#### 5.1 STANDARDS OF MANAGEMENT AND OPERATIONS

In performing its obligations hereunder, during the term of this ESA, the Competitive Supplier shall exercise reasonable care to assure that its facilities are prudently and efficiently managed; that it employs an adequate number of competently trained and experienced personnel to carry out its responsibilities; that it delivers or arranges to deliver an uninterrupted supply of such amounts

of electricity to the Point of Delivery as are required under this ESA; that it complies with all relevant industry standards and practices for the supply of electricity to Participating Consumers; and that, at all times with respect to Participating Consumers, it exercises good practice for a Competitive Supplier and employs all Commercially Reasonable skills, systems and methods available.

## 5.2 CUSTOMER SERVICE ACCESS

The Competitive Supplier agrees to provide, or cause to be provided, certain customer services to Participating Consumers. Such services shall be reasonably accessible to all Participating Consumers, shall be available during normal working hours, shall allow Participating Consumers to transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Competitive Supplier, the Municipality, and the Distribution Utility. A toll-free telephone number will be established by Competitive Supplier and be available for Participating Consumers to contact Competitive Supplier during normal business hours (9:00 A.M.- 6:00 P.M. Eastern Time, Monday through Friday), as well as 9:00am-1:00pm on Saturday, to resolve concerns, answer questions and transact business with respect to the service received from Competitive Supplier. To the extent practicable, the Municipality will post program-related information on the Municipality's website which will be available to Participating Consumers for general information, comparative pricing, product, and service information, and other purposes.

## 5.3 RESPONDING TO REQUESTS FOR INFORMATION

To the extent authorized by the Participating Consumer(s) and to the extent such individual permission is required by law, the Competitive Supplier shall, during normal business hours (as set forth above), respond promptly and without charge therefore to reasonable requests of the Municipality for information or explanation regarding the matters covered by this ESA and the supply of electricity to Participating Consumers. Competitive Supplier agrees to designate a service representative or representatives (the "**Service Contacts**") who shall be available for these purposes, and shall identify the office address and telephone number of such representative(s).

Whenever necessary to comply with this Article 5.3, the Service Contacts shall call upon other employees or agents of the Competitive Supplier to obtain such information or explanation as may be reasonably requested. Nothing in this Article 5.3 shall be interpreted as limiting the obligation of the Competitive Supplier to respond to complaints or inquiries from Participating Consumers, or to comply with any regulation of PSC regarding customer service.

## 5.4 ARRANGING FOR FIRM FULL-REQUIREMENTS POWER SUPPLY

Competitive Supplier shall participate in or make appropriate arrangements with NYISO, any relevant regional transmission organization, wholesale suppliers or any other entity to ensure an uninterrupted flow of Firm Full-Requirements Power Supply to the Distribution Utility for delivery to Participating Consumers, and exercise all Commercially Reasonable efforts to cooperate with NYISO or any other entity to ensure a source of back-up power in the event that

Competitive Supplier is unable to deliver Firm Full-Requirements Power Supply to the Point of Delivery. In the event the Competitive Supplier is unable to deliver sufficient electricity to the grid to serve Participating Consumers, the Competitive Supplier shall utilize such arrangements and exercise all Commercially Reasonable efforts as may be necessary to continue to serve Participating Consumers under the terms of this ESA, and shall bear any costs it may incur in carrying out these efforts and obligations. Competitive Supplier shall not be responsible to the Municipality or any Participating Consumers in the event that, through no fault of the Competitive Supplier or its Associated Entities, the Distribution Utility disconnects, curtails or reduces service to Participating Consumers (notwithstanding whether such disconnection is directed by NYISO).

#### 5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

Competitive Supplier shall supply electric energy to the Point of Delivery to all Participating Consumers on a non-discriminatory basis; provided, however, that those prices and other terms may vary in accordance with reasonably established rate classifications (e.g., residential and small commercial as defined by the Distribution Utility) or by such other categories as appear in Exhibit A. To the extent applicable, Competitive Supplier's prices, terms and conditions shall be in accordance with the New York General Laws, the regulations of PSC, and other applicable provision of law. To the extent required by law and/or the conditions of any PSC approval of this ESA, the Competitive Supplier may not deny service to an Eligible or Participating Consumer for failure to pay the bills of any other electric company (whether engaged in the distribution, transmission, or generation of electricity) or of any other aggregator, marketer or broker of electricity, but may reasonably deny or condition new service, or terminate existing service, based upon any Participating Consumer's failure to pay bills from the Competitive Supplier, subject to any provisions of law or applicable PSC orders or regulations. Provision of electric energy supply shall be subject to reasonable credit policy, to the extent permitted by law, as described in Exhibit A.

In any event, should either Program Administrator or Municipality actively achieve and document (e.g. to the satisfaction of the New York State Public Service Commission and the Distribution Utility) reduction in capacity tag buying obligations, Competitive Supplier will pay or distribute benefits from these tag reductions to Participating Consumers at the NYISO strip clearing price for the appropriate zone (i.e., Zones A through K in New York State), in which the capacity tag reduction is certified by appropriate party. Program Administrator agrees it does not intend to pursue any actions that would increase the capacity tag obligation to Competitive Supplier.

Should either Program Administrator or Municipality actively achieve reduction in buying requirements for other mandated purchases, Competitive Supplier will liquidate resources it has purchased to serve this contract, through the NYISO platform and pay or distribute benefits to Participating Consumers, from this reduction in buying requirements that Competitive Supplier receives when Supplier liquidates these purchased resources.

## 5.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier shall cooperate with the Municipality in the drafting and sending of messages and information to Eligible or Participating Consumers concerning the Program or any matter arising under or related to this ESA. Competitive Supplier shall, prior to sending, whether directly or through its Associated Entities, any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "**General Communications**") to Eligible or Participating Consumers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual consumer), provide a copy of such General Communication to the Municipality and to Program Administrator for its review to determine whether it is consistent with the purposes and goals of the Municipality and Program Administrator. The Municipality or Program Administrator shall have the right to disapprove such General Communications and suggest revisions within seven (7) calendar days (not including weekends and holidays) of receiving a copy thereof if it finds the communication inconsistent with the purposes and goals of the Municipality, factually inaccurate or likely to mislead; provided, however that there shall be no such right of disapprove for any communication (a) regarding any emergency situation involving any risk to the public health, safety or welfare; or (b) in the nature of routine monthly or periodic bills, or collection notices, except that, with regard to any bill insert or message included at the bottom of such bill not within the scope of (a) above, Municipality or Program Administrator shall have such right of disapproval. If the Municipality objects to any General Communication on the grounds it is inconsistent with the purposes and goals of the Municipality, the Competitive Supplier, after consultation as provided in this Article 5.6, may nevertheless elect to send such General Communication provided that it: (i) clearly indicates on such communication that it has not been endorsed by the Municipality, and (ii) has previously provided all Participating Consumers a meaningful chance to opt not to receive such General Communications. The Municipality may reject or exclude any proposed General Communication that, in its reasonable judgment, is contrary to the interests and objectives of the Program or the Municipality, provided, however, any such right of rejection or exclusion shall not apply to Competitive Supplier's notice to exercise or enforce its rights under the ESA or any agreement with customer, including but not limited to any notice of Force Majeure or change in law.

## 5.7 COMMUNICATION OF INSERTS AND MESSAGES

Competitive Supplier agrees that if it communicates with Participating Consumers directly (or if it is provided a certain number of characters on the regular bill for discretionary communication), and unless prevented for regulatory or other such reasons from doing so, it shall allow the Municipality or Program Administrator to include no less than three (3) inserts per year into such communications, provided that the Program Administrator or Municipality, where appropriate pays the cost of printing and reproducing such insert and any incremental postage or handling costs the Competitive Supplier may incur as a result of including such insert. Competitive Supplier shall have the right to disapprove such General Communications (other than those pertaining to the Municipality's demand-side management, energy efficiency programs and technology, and renewable energy programs, if applicable) and suggest revisions within seven (7) calendar days

after receipt (not including weekends and holidays) if it finds the communication inconsistent with its business interests, factually inaccurate or likely to mislead; provided, however that there shall be no such right of disapproval for any communication which has been ordered by PSC or any other Governmental Authority to be so communicated.

#### 5.8 PARTICIPATING CONSUMER LISTS

To the extent not prohibited by any Governmental Rule or expressly prohibited by any Participating Consumer(s), the Competitive Supplier shall, upon request of the Municipality or of Program Administrator, provide aggregate consumption information as the Municipality or Program Administrator may request to the extent such information is available to Competitive Supplier.

Competitive Supplier shall provide Participating Consumer lists in an electronic format reasonably acceptable to both Parties and with no more frequency than once a month, subject to non-disclosure agreement for consumers who have not requested that their personal information be denied to Program Administrator or to Municipality.

#### 5.9 COMPLIANCE WITH LAWS

The Parties shall promptly and fully comply with all existing and future Governmental Rules of all Governmental Authorities having jurisdiction over the activities covered by this ESA.

#### 5.10 CONSENT

Whenever performance of an obligation of any Party hereto requires the consent or approval of any Governmental Authority, such Party shall make Commercially Reasonable efforts to obtain such consent or approval. In the event the Competitive Supplier requests the Municipality's assistance in obtaining such consent or approval and the Municipality anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine whether it will continue to request the Municipality's assistance, and if so, the Competitive Supplier shall reimburse the Municipality for all costs, up to the estimated dollar amount, reasonably incurred by the Municipality in connection with such efforts.

#### 5.11 CREDITWORTHINESS

Competitive Supplier represents, warrants and covenants that it is, and shall be, for the Term of this ESA, in compliance with all credit policies and requirements of the New York Independent System Operator, and comply with any credit requirements as set forth in the RFP.

#### 5.12 COMPLIANCE WITH RFP

Competitive Supplier represents and warrants that Competitive Supplier's response to the Energy Procurement Request for Proposals is compliant with the terms and conditions set forth in the RFP.

## ARTICLE 6 ROLE OF THE MUNICIPALITY

Under this ESA, the Municipality shall not actually receive, take title to, or be liable for the supply or delivery of Firm Full-Requirements Power Supply in any manner whatsoever. The Parties specifically agree that the role of the Municipality is established under the Joule Order and Local Law and may include negotiating the terms and conditions under which Firm Full- Requirements Power Supply will be provided by the Competitive Supplier under this ESA. It is the sole obligation of the Competitive Supplier to arrange for delivery of Firm Full- Requirements Power Supply to Participating Consumers. The Parties agree that, with regards to electricity, Municipality is not a “public utility company” or providing any “public utility service” within the meaning of GML 360 and Article ARTICLE 4 of Public Service Law as a result of this ESA. Should a court, PSC, or other lawful authority adjudicate to the contrary, the provisions of Article 4.2 (a) shall apply. However, the Municipality may be considered to be operating a municipal load aggregation plan pursuant to Joule Order and Local Law. The Competitive Supplier hereby agrees that it will take no action, whether directly or through its Associated Entities, that would make the Municipality liable to any Participating Consumer due to any act or failure to act on the part of the Competitive Supplier or its Associated Entities relating to the delivery or supply of Firm Full-Requirements Power Supply.

Municipality shall conduct outreach to the community in addition to the initial program notification letter as required by the Public Service Commission, which will be delivered at the Competitive Supplier’s expense, with a Business Reply Mail insert to allow Eligible Consumers to opt out without postage expense. As required by the Public Service Commission, Municipality will report on their endeavors to Program Administrator to inform residents on the Program and “non-demand charge” commercial businesses. In case of any doubt, Municipality shall retain final control of content related to all communications.

## ARTICLE 7 ROLE OF PROGRAM ADMINISTRATOR

### 7.1 PROGRAM ADMINISTRATOR RIGHTS AND DUTIES

Program Administrator is responsible for Program organization, administration, procurement, and communications, unless otherwise specified herein or agreed in writing.

Program Administrator, agrees to:

- (a) Provide the involved agencies and parties, such as but not limited to the PSC or Distribution Utility, requested information about and documentation of the actions undertaken by the Municipality in furtherance of enabling participation in the Program;
- (b) Prepare, or cause to be prepared, and provide the Municipality with requested and non-confidential information that the involved agencies and parties, such as but not limited to the PSC or Distribution Utility, provide to the Program Administrator in furtherance of establishing the Program;

- (c) Upon execution hereof, initiate all the necessary steps to secure the needed information to fulfill the customer notification requirements of the Joule Order, including but not limited to the following: file final versions of customer opt-out letters, after the supply procurement is finalized, that provide details on Program contracts.
- (d) File any request for proposals or similar solicitation seeking electricity supply or other energy services and any draft correspondence on such services with DPS Staff for review.
- (e) Provide the Municipality with timely communications content to effect customer notification requirements for approval, such approval not to be unreasonably withheld, given the projected schedule of Program's implementation; and
- (f) Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program; and
- (g) Fulfill any other responsibilities as set forth in this agreement herein.

## 7.2 PROGRAM ADMINISTRATOR FEE

Competitive Supplier shall pay Program Administrator \$0.0008 for each kWh delivered, invoiced and paid for by Participating Consumers during the Term (“**Program Administrator Fee**” or “**Fee**”). The Parties agree that Competitive Supplier will remit the Program Administrator Fee to the Program Administrator, pursuant to the terms of this ESA. Competitive Supplier shall pass through such payments to Program Administrator for the duration of this ESA. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties.

## 7.3 PAYMENT OF FEE

Payment to Program Administrator will be made monthly by Automated Clearing House (“**ACH**”) (an electronic network for financial transactions) to the account set forth in Exhibit B hereto, provided that Competitive Supplier has received payment with respect to the electricity used by the Participating Consumers. The Program Administrator Fee shall be paid by the last business day of the month based on revenue collected by Competitive Supplier with respect to each Participating Consumer during the calendar month two months prior. For example, full payments received in January will be paid by the end of March. If Competitive Supplier has paid a past Fee in error (or the payment was based on information subsequently determined invalid), it may deduct from or add to future payments due under this ESA and provide explanation of the error in sufficient detail.

Program Administrator shall provide the Municipality with a reasonably detailed accounting not less than annually of the program impact (e.g., rates paid vs utility rate), financial and other, including revenues received and expenses incurred on communication, administration and legal expenses.

## 7.4 INDEPENDENT CONTRACTOR

The Parties agree that Program Administrator is not an agent or employee of Competitive Supplier for any purpose. All expenses which are incurred by Program Administrator in connection with

this ESA shall be borne wholly and completely by Program Administrator, except as otherwise agreed herein or in writing. Program Administrator shall be responsible for all state, federal, and local taxes, including estimated taxes and social security and employment reporting for Program Administrator or any employees or agents of Program Administrator.

## **ARTICLE 8 PRICES AND SERVICES; BILLING**

### **8.1 SCHEDULE OF PRICES AND TERMS**

Competitive Supplier agrees to provide Firm Full-Requirements Power Supply and other related services as expressly set forth herein in accordance with the prices and terms included in Exhibit A to this ESA, which Exhibit is hereby incorporated by reference into this ESA.

### **8.2 OBLIGATION TO SERVE**

As between the Parties, Competitive Supplier has the sole obligation to obtain sources of supply, whether from generating facilities owned or controlled by its affiliates, through bilateral transactions, or the market, as may be necessary to provide Firm Full-Requirements Power Supply for all of the Participating Consumers under the Program. Competitive Supplier, except as explicitly limited by the terms included in Exhibit A, shall be obligated to accept all Participating Consumers, regardless of their location or energy needs provided such Participating Consumers are eligible under the applicable regulations and tariffs of the Distribution Utility.

### **8.3 METERING**

The Parties understand and acknowledge that the Distribution Utility will be responsible for any metering which may be required to bill Participating Consumers in accordance with the rules governing the supply of electricity in the service territory of the Distribution Utility.

#### **8.3.1 Title**

Title to Firm Full-Requirements Power Supply will transfer from Competitive Supplier to Participating Consumers at the Point of Sale. In accordance with the rules governing the supply of electricity in the service territory of the Distribution Utility, Competitive Supplier will be responsible for any and all losses incurred on the local network transmission systems and distribution systems, as determined by the Distribution Utility.

#### **8.3.2 Billing and Payment**

Unless otherwise specified in an exhibit to this ESA, all billing under this ESA shall be based on the meter readings of each Participating Consumer's meter(s) performed by the Distribution Utility. Competitive Supplier shall cause the Distribution Utility to prepare and mail bills to Participating Consumers monthly. The Competitive Supplier shall adopt the billing and payment terms offered by the Distribution Utility to its Eligible Consumers on Basic Utility Supply Service. If actual meter date is unavailable, the Competitive Supplier may cause the Distribution Utility to

bill based on its good faith estimates of usage. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

### 8.3.3 Regional and Local Transmission

The prices quoted in Exhibit A do not include current and future charges for distribution service costs collected by the Distribution Utility under its distribution service tariff or local transmission costs as may be imposed by NYISO or individual electric utilities that have FERC transmission tariffs. The Competitive Supplier understands that these costs will be collected by the Distribution Utility. If, in the future, Competitive Supplier becomes responsible for such distribution or transmission costs, Competitive Supplier shall be entitled to collect such costs from Participating Consumers to the extent permitted by any Governmental Rules. These costs are "pass through" costs as determined by the appropriate regulatory agencies.

### 8.3.4 Taxes

All sales, gross receipts, excise or similar taxes imposed with respect to the sale or consumption of Firm Full-Requirements Power Supply required to be collected by the Competitive Supplier shall be included on the Participating Consumer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. For avoidance of doubt, it is understood that the Competitive Supplier shall include gross receipts tax in its preparation of Participating Consumers' bills. Participating Consumers shall be responsible for all taxes that are customarily imposed upon a purchaser of electricity and are associated with electricity consumption under the ESA. The Parties acknowledge and agree that Participating Consumers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier. For avoidance of doubt, Competitive Supplier shall be responsible for all taxes imposed upon it as a supplier of electricity, including taxes on Competitive Supplier's income.

## **ARTICLE 9 ADDITIONAL COMPLIANCE BY COMPETITIVE SUPPLIER**

Competitive Supplier agrees that it, and its Associated Entities directly or indirectly involved in providing services or meeting the Competitive Supplier's obligations under the ESA, will comply with the applicable provisions of the Joule Order and any regulations, orders or policies adopted pursuant thereto.

In addition, Competitive Supplier specifically represents, warrants and agrees that it that it has reviewed and has fully complied and will fully comply with, all relevant regulations, requirements, and orders of the FERC, NYISO, and PSC.

Competitive Supplier shall comply with all requirements of the Request for Proposal issued in relation to this ESA.

## ARTICLE 10 SERVICE PROTECTIONS FOR CONSUMERS

### 10.1 UNIFORM BUSINESS PRACTICES COMPLIANCE

Competitive Supplier agrees that it and its Associated Entities directly or indirectly involved in providing services or meeting the Competitive Supplier's obligations under the ESA shall comply with the provisions of the Uniform Business Practices, as applicable to Competitive Suppliers, and any amendments thereto, notwithstanding any relief from the Uniform Business Practices offered by the PSC to the Program. In addition, the Competitive Supplier and its Associated Entities agrees to comply with any code of conduct or policies the PSC may adopt in accordance with the Joule Order and to all related Orders of Case 14-M-0224 to which the Program Administrator is required to adhere, notwithstanding any relief from the Uniform Business Practices offered by the PSC to the Program.

### 10.2 DESCRIPTION OF SUPPLIER'S PROCEDURES AND SERVICES

The Competitive Supplier shall, on or before the Effective Date, provide a written, detailed description of its billing and termination procedures, customer services, confidentiality and related practices and procedures for approval by the Municipality (which approval shall not be unreasonably withheld). Such written description shall also include the Competitive Supplier's plans for protecting the rights and protections of Participating Consumers under the Home Energy Fair Practices Act which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. If the Participating Consumer(s) so permit(s) or to the extent such permission is required by law or the terms of any PSC order with respect to this ESA, the Competitive Supplier agrees to provide notice to the Municipality of any consumer complaints received from a Participating Consumer, and the Municipality shall have the right, but not the obligation, to participate (directly or through the Program Administrator) in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent permitted by PSC regulations and other applicable law. The failure to timely submit such written description, or the submission of practices and procedures which materially fail to comply with PSC regulations and policies, shall be deemed grounds for termination of this ESA, at the discretion of the Municipality after providing written notice by the Municipality or the Program Administrator, of such failure to the Competitive Supplier and allowing the Competitive Supplier sixty (60) days to cure such failure.

### 10.3 DISPUTE RESOLUTION

In accordance with the Uniform Business Practices, in the event of a dispute regarding an invoice or Competitive Supplier's service, whether directly or through its Associated Entities, under this ESA, a Participating Consumer may initiate a formal dispute resolution process by providing written notice to the PSC. The PSC will assist the Parties in reaching a mutually acceptable resolution. If no such resolution is reached within 40 calendar days of receipt of the formal written notice, any Party may request an initial decision from PSC. Parties may appeal this decision.

## ARTICLE 11 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

Competitive Supplier agrees that it shall conduct its operations and activities under this ESA in accordance with all applicable state and federal laws regarding non-discrimination in hiring and employment of employees, and will require all Associated Entities to do the same.

## ARTICLE 12 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

### 12.1 POWER SUPPLY INFORMATION

#### 12.1.1 Monthly Report of Sales

Competitive Supplier shall provide the Program Administrator with a monthly report of sales which will contain at a minimum: (i) the actual aggregate kWh sales, rate and commission due to Program Administrator for each meter read of the reporting period (with billing “from and to” date); (ii) account status (e.g., active or cancelled); (iii) the number of Participating Consumer accounts active in each meter read of the reporting period; and (iv) other information reasonably requested. In addition, the aggregate kWh sales and number of Participating Consumer accounts shall be listed in the report both by Service Class and rate. The monthly report will be due to the Program Administrator within thirty (30) days following the close of each month. This information shall be provided in electronic format, satisfactory to the Program Administrator.

#### 12.1.2 Consumer-Related Data

On and after the Service Commencement Date, Competitive Supplier will maintain consumer-related data in electronic form including utility account number, billing name, billing address, service address historical usage, demand, and ICAP (Installed Capacity) data. A violation of this Article 12.1.2 shall be grounds for termination under Article 4.2(a) unless such violation is due to a system or reasonable administrative error and the Competitive Supplier demonstrates to the Municipality’s satisfaction that such system or administrative error exists and that the Competitive Supplier is acting in good faith to resolve such issue.

#### 12.1.3 Standard of Care

Competitive Supplier and its Associated Entities shall use all Commercially Reasonable efforts in preparing and providing any information or data required under the ESA. To the extent that Competitive Supplier determines that any information or data provided hereunder is in error, it shall provide such information or data to the Municipality or its agent within a Commercially Reasonable time.

### 12.2 POWER SUPPLY REPORT

Unless the Environmental Disclosure Program labeling requirement is waived by PSC, Competitive Supplier shall present a copy of the current Environmental Disclosure Program label as and when required by PSC of all Competitive Suppliers to be disclosed to their Participating

Consumers, which includes information pertaining to Competitive Supplier's power supply and a reasonably detailed description of the sources of Competitive Supplier's power supply used to serve Participating Consumers pursuant to this ESA, except to the extent such disclosure would violate any confidentiality obligations of Competitive Supplier.

### 12.3 BOOKS AND RECORDS

Competitive Supplier shall keep its books and records in accordance with any applicable regulations or guidelines of PSC, FERC, and any other Governmental Authority and accounting standards. The Municipality will have electronic access to any reports mandated by the Securities and Exchange Commission which are available on the Internet "EDGAR" system. Upon reasonable request by the Municipality and at the Municipality's reasonable expense, Competitive Supplier or its Associated Entities shall provide reasonable back up for any charge under this ESA questioned by the Municipality.

### 12.4 COPIES OF REGULATORY REPORTS AND FILINGS

Upon reasonable request, Competitive Supplier shall provide to the Municipality a copy of each public periodic or incident-related report or record relating to this ESA which it files with any New York or federal agency regulating rates, service, compliance with environmental laws, or compliance with affirmative action and equal opportunity requirements, unless the Competitive Supplier is required by law or regulation to keep such reports confidential. Competitive Supplier shall be reimbursed its reasonable costs of providing such copies, if only available in hard copy.

## **ARTICLE 13 RESOLUTION OF DISPUTES; CHOICE OF LAW AND FORUM**

### 13.1 CHOICE OF LAW AND FORUM

This ESA and the rights of the Parties shall be interpreted and determined in accordance with the laws of the State of New York without respect to conflicts-of-laws principles. Any litigation arising hereunder shall be brought solely in the appropriate federal court in New York or appropriate state court sitting in the New York county in which the Municipality is located, to whose jurisdiction the Parties hereby assent, waiving all objections to venue or forum.

### 13.2 DISPUTE RESOLUTION

Unless otherwise provided for in this ESA, the dispute resolution procedures of this Article 13.2 shall be the exclusive mechanism to resolve disputes arising under this ESA. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this ESA. Any dispute that arises under or with respect to this ESA that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party(ies) involved in the dispute a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties involved in the dispute. In the event that the Parties involved in the dispute cannot

resolve a dispute by informal negotiations, the Parties may seek judicial relief or enforcement subject to the provisions of this ESA. Notwithstanding the foregoing, injunctive relief may be immediately sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this ESA.

## ARTICLE 14 INDEMNIFICATION

### 14.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

In addition to any other remedies available to the Municipality at law or equity, and notwithstanding any other provision contained herein, the Competitive Supplier shall indemnify, defend and hold harmless the Municipality and the Program Administrator ("**Indemnified Parties**") and the Indemnified Parties' elected officials, officers, owners, directors, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising directly from or in connection with (i) any material breach by Competitive Supplier or its Associated Entities of its obligations, covenants, representations or warranties contained in this ESA and not resulting from the actions (or omissions where there is a duty to act) of the NYISO, Distribution Utility, the Municipality, the Program Administrator or any of their elected officials, officers, owners, directors, r employees, representatives, independent contractors or agents, if any or (ii) any action or omission taken or made by the Competitive Supplier or its Associated Entities in connection with Competitive Supplier's performance of this ESA.

### 14.2 NOTICE OF INDEMNIFICATION CLAIMS

If the Municipality or Program Administrator seeks indemnification pursuant to this ARTICLE 14, it shall notify Competitive Supplier of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim.

### 14.3 SURVIVAL

Notwithstanding any provision contained herein, the provisions of this Article ARTICLE 14 shall survive the termination of this ESA for a period of two (2) years with respect to (i) any claims which occurred or arose prior to such termination and (ii) any losses occurring as a result of the termination.

### 14.4 DUTY TO MITIGATE

Each Party agrees that they have a duty to mitigate damages and covenant that they will use Commercially Reasonable efforts to minimize any damages they may incur as a result of the other Party's performance or non-performance of this ESA.

**ARTICLE 15 REPRESENTATIONS AND WARRANTIES****15.1 BY THE COMPETITIVE SUPPLIER**

As a material inducement to entering into this ESA, the Competitive Supplier hereby represents and warrants to the Municipality as of the Execution Date of this ESA as follows:

- (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary for it to perform its obligations under this ESA;
- (b) it has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
- (c) the execution, delivery and performance of this ESA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Governmental Rule applicable to it;
- (d) subject to the conditions set forth in Article 2.4, this ESA constitutes a legal, valid and binding obligation of the Competitive Supplier enforceable against it in accordance with its terms, and the Competitive Supplier has all rights such that it can and will perform its obligations to the Municipality in conformance with the terms and conditions of this ESA, subject to Bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;
- (e) no Bankruptcy is pending against it or to its knowledge threatened against it;
- (f) none of the documents or other written information furnished by or on behalf of Competitive Supplier to or for the benefit of the Municipality pursuant to this ESA, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and
- (g) all information furnished by Competitive Supplier in response to the Request for Proposals for competitive electric supply services is true and accurate.

**15.2 BY THE MUNICIPALITY**

As a material inducement to entering into this ESA, the Municipality hereby represents and warrants to Competitive Supplier as of the Execution Date of this ESA as follows:

- (a) this ESA constitutes the legal, valid and binding contract of the Municipality enforceable in accordance with its terms, subject to applicable law;
- (b) the execution, delivery and performance of this ESA are within the Municipality's powers, have been or will be duly authorized by all necessary action;
- (c) Municipality has all authorizations from local Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due; and

(d) no Bankruptcy is pending or threatened against the Municipality;

### 15.3 BY THE PROGRAM ADMINISTRATOR

As a material inducement to entering into this ESA, the Program Administrator hereby represents and warrants to Competitive Supplier and Municipality as of the Execution Date of this ESA as follows:

- (a) this ESA constitutes the legal, valid and binding contract of Program Administrator enforceable in accordance with its terms, subject to applicable law
- (b) the execution, delivery and performance of this ESA are within Program Administrator's powers, have been or will be duly authorized by all necessary action;
- (c) Program Administrator has all authorizations from any local or state Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due; and
- (d) no Bankruptcy is pending or threatened against Program Administrator.

## ARTICLE 16 INSURANCE

16.1 In order to help support the indemnifications provided in ARTICLE 14, and its other promises and covenants stated herein, Competitive Supplier shall secure and maintain, at its own expense, before the Effective Date and throughout the term of this ESA, unless otherwise specified, commercial general liability insurance of at least \$1,000,000 combined single limit and excess liability coverage of at least \$5,000,000 with insurers licensed to do business in the State of New York. Each of the required insurance policies shall be with insurers qualified to do business in the State of New York, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition. In the event the Competitive Supplier's insurance carrier is downgraded to a rating of lower than Best's A-, Competitive Supplier shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-. Proof acceptable to the Municipality that each such insurance coverage is in force and effect, and listing the Municipality as an additional insured on all policies, shall be submitted on or before the Effective Date and thereafter whenever renewed or requested by the Municipality. All insurers must be notified that the insurance policies must provide that a copy of any notice of cancellation or non-renewal will be sent to the Municipality.

16.2 With respect to any of the insurance policies provided by the Competitive Supplier pursuant to these requirements which are "claims made" policies, in the event at any time such policies are canceled or not renewed, the Competitive Supplier shall provide a substitute insurance policy with terms and conditions and in amounts which comply with these requirements and which provides for retroactive coverage to the date of the cancellation or non-renewal of the prior "claims-made" policy. With respect to all "claims made" policies which have been renewed, the Competitive Supplier shall provide coverage retroactive to the Effective Date under this ESA. All

said substitute or renewed “claims made” policies shall be maintained in full force and effect for not less than three (3) years after the date of the termination of the ESA.

16.3 Competitive Supplier, to the extent required by law, must provide worker’s compensation insurance meeting all applicable state and federal requirements.

## **ARTICLE 17 REGULATORY EVENT/NEW TAXES**

### **17.1 REGULATORY EVENT**

If a Regulatory Event occurs, the Parties shall use their best efforts to reform this ESA to give effect to the original intent of the Parties. If despite such best efforts, a Regulatory Event affects Competitive Supplier, and both Program Administrator and Municipality agree that Competitive Supplier is incurring excess costs as a result thereof and agrees that Competitive Supplier may recover such costs, such amount shall be allocated to and collected from Participating Consumers on a per kWh basis through applicable monthly invoice(s).

### **17.2 QUALIFYING REGULATORY EVENT**

If a Qualifying Regulatory Event occurs, the Parties shall use their best efforts to reform this ESA to give effect to the original intent of the Parties. If a Qualifying Regulatory Event affects Competitive Supplier and Competitive Supplier incurs materially excess or materially reduced costs as a result thereof, such amount shall be allocated to and collected from, or credited to, Participating Consumers on a per kWh basis through applicable monthly invoice(s).

### **17.3 NEW TAXES**

If any New Taxes are imposed for which Competitive Supplier is responsible, the amount of such New Taxes shall be allocated to and collected from Participating Consumers through applicable monthly invoice(s).

## **ARTICLE 18 MISCELLANEOUS**

### **18.1 OPTION FOR ALTERNATIVE SUPPLY OF POWER**

The Parties agree that the terms of Exhibit C shall provide an option for the provision of an additional Renewable Power Product to the Program.

### **18.2 NO ASSIGNMENT WITHOUT PERMISSION**

Except in the event of the sale of all or substantially all of its retail electricity business to an entity with credit and service ability to deliver on all facets of this ESA reasonably acceptable to Municipality, Competitive Supplier or Program Administrator shall not directly or indirectly assign this ESA or any of its rights, obligations and privileges under this ESA without the prior written approval of the Municipality. Such approval may be denied at the reasonable discretion of the Municipality, including if the proposed assignee does not have the experience and financial

ability to fulfill all obligations of the Competitive Supplier or Program Administrator in the ESA. Notwithstanding the above, any assignment of this ESA by the Competitive Supplier, whether as the result of the sale of all or substantially all of the Competitive Supplier's business related to this ESA or otherwise, shall be subject to the following requirements: (i) Competitive Supplier shall provide the Municipality with notice of the proposed assignment at least ninety (90) days prior to such assignment; (ii) Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this ESA; and (iii) Competitive Supplier and such assignee shall, at least ninety (90) days in advance of any assignment, reasonably demonstrate to Municipality that assignee has the experience and financial ability to fulfill all obligations of the Competitive Supplier in the ESA. The Municipality or Program Administrator may assign this ESA without the prior consent of Competitive Supplier provided that the proposed assignee has at least the same financial ability as the Municipality or Program Administrator and such assignment would not materially impair the rights and interests of Competitive Supplier under this ESA. The rights and obligations created by this ESA shall inure to the benefit of, and be binding upon, the successors and permitted assigns of, the respective Parties hereto.

### 18.3 DIRECT MARKETING

Prior to the introduction of any new product or service which Competitive Supplier may wish to make available to Participating Consumers or other Eligible Consumers located within the Municipality, Competitive Supplier agrees to (i) give the Municipality written notice of such new product or service and (ii) subject to the entry into reasonable confidentiality terms to the extent permitted by law and mutually acceptable to the Parties, discuss with the Municipality the possible inclusion of such new product or service in this or another aggregation program undertaken by the Municipality.

Competitive Supplier also agrees not to engage, whether directly or through any of its Associated Entities, in any direct marketing to any Participating Consumer that relies upon Competitive Supplier's unique knowledge of, or access to, Participating Consumers gained as a result of this ESA. For the purposes of this provision, "direct marketing" shall include any telephone call, mailing, electronic mail, or other contact between the Competitive Supplier and the Consumer.

Programs of the Competitive Supplier that do not rely on unique knowledge or access gained through this ESA will not constitute such "direct marketing."

### 18.4 NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this ESA shall be in writing and addressed to the Parties as designated in Exhibit B.

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this ESA; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or

registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this ESA; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this ESA. Any party may change its address and contact person for the purposes of this Article 18.3 by giving notice thereof in the manner required herein.

#### 18.5 CHANGES IN EMERGENCY AND SERVICE CONTACT PERSONS

In the event that the name or telephone number of any emergency or service contact for the Competitive Supplier changes, Competitive Supplier shall give prompt notice to the Municipality and the Program Administrator in the manner set forth in Article 18.4. In the event that the name or telephone number of any such contact person for the Municipality changes, prompt notice shall be given to the Competitive Supplier and the Program Administrator in the manner set forth in Article 18.4. In the event that the name or telephone number of any such contact person for the Program Administrator changes, prompt notice shall be given to the Competitive Supplier and the Municipality in the manner set forth in Article 18.4.

#### 18.6 ENTIRE AGREEMENT; AMENDMENTS

This ESA constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This ESA may only be amended or modified by a written instrument signed by all Parties hereto, duly authorized to sign such instrument.

#### 18.7 FORCE MAJEURE

If by reason of Force Majeure any Party is unable to carry out, either in whole or in part, its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the Force Majeure, gives the other Party hereto written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If (i) an event of Force Majeure caused by any strikes, lockouts or other industrial disturbances involving Competitive Supplier or its Associated Entities continues for a period of thirty (30) days or longer, or (ii) an event of Force Majeure arising from any other cause continues for a period of one hundred eighty (180) days or longer, any Party may terminate this ESA by sending the other Party a written notice as set forth in Article 4.2; provided, however, that the same shall not constitute a default under this ESA and shall not give rise to any damages. Additionally, Competitive Supplier shall submit all consumer drops via EDI to the Distribution Utility in accordance with the rules and regulations set forth by the PSC in Case 98- M-0667.

## 18.8 EXPENSES

Each Party hereto shall pay all expenses incurred by it in connection with its entering into this ESA, including without limitation, all of its attorney's fees and expenses.

## 18.9 NO JOINT VENTURE

Each Party will perform all obligations under this ESA as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Municipality and the Competitive Supplier hereunder are individual and neither collective nor joint in nature.

## 18.10 NO RULE OF STRICT CONSTRUCTION

The language contained herein shall be deemed to be that approved by all Parties hereto and no rules of strict construction shall be applied against any Party hereto.

## 18.11 COUNTERPARTS

This ESA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

## 18.12 DIGITAL SIGNATURES

This ESA may be executed by facsimile or other digital signature (or by using a digital signature service such as DocuSign), and such signature shall have the same force and effect as a manual signature.

## 18.13 WAIVER

No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this ESA shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party(ies) so failing. A waiver of any of the provisions of this ESA shall only be effective with respect to an obligation to the waiving Party and shall only be effective if made in writing and signed by the Party who is making such waiver.

## 18.14 ADVERTISING LIMITATIONS

Competitive Supplier agrees not to use, whether directly or through any of its Associated Entities, the name of the Municipality, or make any reference to the Municipality in any advertising or other information to be distributed publicly for marketing or educational purposes, unless the Municipality expressly agrees to such usage. Any proposed use of the name of the Municipality

must be submitted in writing for agreement and prior written approval which may be withdrawn through a notice in writing at any time. The Municipality acknowledges that the Competitive Supplier's corporate affiliates own the exclusive right to the trademarked logo and trade name used by Competitive Supplier. No right, license or interest in this trademark and/or trade name is granted to the Municipality hereunder, and the Municipality agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

#### 18.15 PRESS RELEASES

The Parties agree to joint review and approval prior to issuance of all media press releases regarding this Agreement. Approval of press releases will not be unreasonably withheld. The Parties agree to cooperate in good faith prior to the issuance of any formal press release with respect to this ESA, such cooperation to include agreement as to the form, substance and timing of such formal press release.

#### 18.16 HEADINGS AND CAPTIONS

The headings and captions appearing in this ESA are intended for reference only, and are not to be considered in construing this ESA.

#### 18.17 SURVIVAL OF OBLIGATION

Termination of this ESA for any reason shall not relieve the Parties of any obligation accrued or accruing prior to such termination.

### ARTICLE 19 REMEDIES

#### 19.1 GENERAL

Subject to the limitations set forth in Article 19.2 below and ARTICLE 4, the Parties reserve and shall have all rights and remedies available to each of them at law or in equity with respect to the performance or non-performance of the other Party hereto under this ESA.

#### 19.2 LIMITATIONS

NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, TORT, CONTRACT OR OPERATION OF LAW.

Notwithstanding the foregoing, each Party acknowledges that the preceding sentence shall not limit the other Party's rights to seek direct damages or, under Article 14.1, to seek indemnification from Competitive Supplier for consequential, punitive, or incidental damages described in the preceding sentence or other such losses claimed by third- parties.

*[SIGNATURE PAGE TO FOLLOW]*

**IN WITNESS WHEREOF**, the Parties have caused this ESA to be executed by their duly authorized representatives, as required by the applicable laws of the city, town or municipality and the laws, rules and regulations of the State of New York, as of the respective dates set forth below.

COMPETITIVE SUPPLIER

By: \_\_\_\_\_  
Name:  
Title:  
Address:

Dated: \_\_\_\_\_

MUNICIPALITY

By: \_\_\_\_\_  
Name:  
Title:  
Address:

Dated: \_\_\_\_\_

PROGRAM ADMINISTRATOR

By: \_\_\_\_\_  
Name: Michael Gordon  
Title: Chief Executive Officer; Joule Assets, Inc.  
Address: 22 Edgemont Road, Katonah, NY 10536

Dated: \_\_\_\_\_

[SIGNATURE PAGE TO ELECTRICITY SUPPLY AGREEMENT]

**Exhibit A - PART 1  
PRICES AND TERMS**

Joule Assets Community Choice Aggregation Program Default CCA Renewable Electricity Product

This shall be the default product offered to Participating Consumers.

Firm Full-Requirements Price by Rate Classification for all Participating Consumers located in the Distribution Utility (to wit, [name of distribution utility]) territory commencing service on the first Consumer meter-read date after [ ] (“**First Meter Read Date**”).

Table 1:

Rate Class	Fixed Price per kWh	
Residential	\$	
Small Commercial	\$	

**Terms for System Supply Service**

Term: The Price and Terms stated on this Exhibit A – Part 1 will commence on the First Meter Read Date and continue until the first Consumer meter read date after [ ] (“**Final Meter Read Date**”), unless this ESA is sooner terminated in accordance with Article 4.2 of this ESA.

The period of delivery of Firm Full-Requirements Power Supply shall be consistent with the provisions of ARTICLE 4 and Exhibit A of this ESA.

Start-Up Service Date: Firm Full-Requirements Power Supply will commence at the prices stated above as of Participating Consumer’s First Meter Read Date.

Renewable Energy in System Supply: 100% of electricity supply shall be CCA Renewable Electricity Product as defined in the Agreement.

Eligible Consumer Opt-Out: Participating Consumers are free to opt-out of the Program utilizing established utility data drop protocols. Participating Consumers are to provide five (5) days notice to the Competitive Supplier of such termination and Competitive Supplier will notify Distribution Utility to resume service as soon as possible after such notification. There are no fees or charges for Participating Consumers to opt-out or terminate service.

**Credit policy:** The Competitive Supplier will not require a credit review for any consumer participating in the Program, nor will Competitive Supplier require any consumer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Consumer and return such consumer to Default Utility Service in the event that the consumer fails to pay to Competitive Supplier amounts past due greater than sixty (60) days.

**[To Be added if (a) Competitive Supplier submits a fixed price bid that has been accepted and (b) an adder is applicable.**

If Competitive Supplier has submitted a fixed price bid, then New Consumers who enroll or are enrolled into the Program after the first Consumer meter-read date referred to above shall be served at the fixed rate as determined by the rate calculator described in the Request for Proposals at the time of enrollment, plus the applicable adder, if any, for each rate class set forth in Table 2 below.

Table 2:

Rate Class	Adder (or subtractor) per kWh
Residential	\$0.0
Small Commercial	\$0.0

]

**Exhibit A - PART 2  
PRICES AND TERMS (continued)**

[Intentionally Deleted]

**Exhibit B -  
CONTACT, NOTICE AND PAYMENT INFORMATION**

<b><u>PROGRAM ADMINISTRATOR GENERAL INFORMATION</u></b>	<b><u>MUNICIPALITY GENERAL INFORMATION</u></b>	<b><u>SUPPLIER GENERAL INFORMATION</u></b>
Joule Assets Inc Contact Name: Glenn Weinberg	[Municipality] Contact Name: [    ]	[Name of Supplier] Contact Name: [    ]
Address: 22 Edgemont Road Katonah, New York 10536 914 - 977 - 3444	Address: [            ] Telephone Number: [    ]	Address: [    ] Telephone Number: [    ]
E-mail Address: gweinberg@jouleassets.com	E-mail Address: [            ]	Email Address: [            ]
<b><u>PROGRAM ADMINISTRATOR ADDRESS FOR NOTICES PURSUANT TO ARTICLE 18.4</u></b>	<b><u>MUNICIPALITY ADDRESS FOR NOTICES PURSUANT TO ARTICLE 18.4</u></b>	<b><u>SUPPLIER ADDRESS FOR NOTICES PURSUANT TO ARTICLE 18.4</u></b>
ATTN: Glenn Weinberg Joule Assets Inc	ATTN: [            ] Municipality: [            ]	ATTN: [    ]
Address: 22 Edgemont Road	Address: [    ]	Address: [    ]
City, State Zip: Katonah, NY 10536	City, State Zip: [    ]	[    ]
With a copy to:	With a copy to:	With a copy to:
Name: Stephen Filler, General Counsel Joule Assets Inc. 22 Edgemont Road Katonah, New York 10536 sfiller@jouleassets.com	Name: Address:	Name: Address:

[ONLY TO BE INCLUDED FOR AGREEMENTS FOR SUPPLY LONGER THAN A ONE YEAR; OTHERWISE IT WILL NOT BE INCLUDED]

**[Exhibit C -  
OPTION FOR ALTERNATIVE SUPPLY OF POWER**

Competitive Supplier shall provide power to Participating Consumers, including the option for consumers to purchase REC’s, throughout the term of this ESA and from sources of its own discretion subject to the terms of this Agreement, the RFP and the Competitive Supplier’s response. However, Program Administrator desires to support the construction of, or cause the Competitive Supplier to contract directly with, renewable sources of energy (each a “**Renewable Power Source**”) prior to award or after the Effective Date of the Program for the benefit of the Participating Consumers and of the renewable power market.

Upon agreement to a Power Purchase Agreement (“**PPA**”), acceptable to both Program Administrator, Municipality, and Competitive Supplier with any Renewable Power Source, the Competitive Supplier may purchase output from the Renewable Power Source to Competitive Supplier (or Associated Entity) either through purchase by Competitive Supplier from a third party, or by way of assignment by Program Administrator) of that PPA in accordance with this Exhibit.

Competitive Supplier may either work from a roster of Renewable Power Sources pre-approved by Program Administrator (with the cooperation of Municipality) who retain a PPA consistent with Program Administrator’s needs (for the benefit of Participating Consumers), or Competitive Supplier may obtain written approval from Program Administrator for an alternative source and PPA.

In the event Program Administrator identifies output from Renewable Power Source(s) that Program Administrator intends to assign or direct to the Competitive Supplier for use in the program for the benefit of Participating Consumers, Program Administrator will describe whether each product is unit-contingent or smoothed, and Program Administrator will describe the projected (if unit contingent) or committed quantity (if smoothed) for RECs, Capacity and/or kWh, including time blocks for the product, if appropriate.

The Program Administrator will then fill out the Table, below, adding to it as necessary:

<b>Product</b>	<b>Unit-Contingent or committed</b>	<b>Time Block</b>	<b>Zone</b>	<b>Price (per Unit)</b>
kWh Output				
REC Output				

Capacity Standby				
kWh Output				
REC Output				
Capacity Standby				

Competitive Supplier will then solicit offers from the free market for like quantities of power, REC or capacity.

Competitive Supplier will then be required to accept offers of \_\_\_\_\_ if \_\_\_\_\_ for supply to the Program.

In such case, the Parties shall agree to a rate adjustment to Participating Consumers to (a) compensate Competitive Supplier (or an Associated Entity) for any losses should Competitive Supplier (or an Associated Entity) need to then sell off any of the original power purchased to supply the Program at a lower price than it purchased it for, or (b) compensate Participating Consumers for any gains should Competitive Supplier (or an Associated Entity) then be able to sell off any of the original power purchased to supply the Program at a higher price than it purchased it for.

To benefit the Municipality or Participating Consumers, Program Administrator will be authorized to invite bidders to purchase the power being replaced (separately by kWh, capacity or REC or in any bundle it chooses) if, in its sole discretion, it believes it can sell current positions that match the unit-contingent production expectation at a higher price than Competitive Supplier is quoting as a sales price.]

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