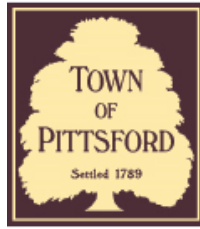


SUPERVISOR
William A. Smith, Jr.



COUNCIL MEMBERS
Kate Bohne Munzinger, Deputy
Supervisor
Kevin Beckford
Cathy Koshykar
Stephanie Townsend

TOWN BOARD AGENDA

Tuesday, June 2, 2020 – 6:00 pm
Meeting by Online Video with Public Access
Page 1 of 2

Call to Order

Pledge of Allegiance

Minutes

Minutes of the Meeting of May 26, 2020 will be presented for approval at the June 16th Town Board meeting.

Legal Matters

Reopening of Public Hearing on Local Law #3
Public Comment
Consideration of Local Law #3 of 2020: Amending the RRAA Zoning District
Discussion of revised Kilbourn Place proposal

Financial Matters

Public Comment
NYCLASS Investment Pool

Operational Matters

Public Comment
Board Discussion of Demolition Law

Personnel Matters

Public Comment
Hiring Resolution

Other Business

Public Comment

Adjournment

**Instructions for viewing meeting and offering comments
on attached page 2**

How to view the meeting:

1. Zoom

- In your web browser, go to

<https://townofpittsford.zoom.us/j/87309142331?pwd=cDNUSFQzd2NkYWd4UW99BOTB3OU82QT09>

You will be connected to the meeting.

2. Telephone

- You can access the meeting by phone. Use any of the numbers below, then enter the meeting ID and password when prompted. The Meeting ID is 873 0914 2331. No password is necessary.

(929) 205-6099

(312) 626-6799

(253) 215-8782

(301) 715-8592

(346) 248-7799

(669) 900-6833

3. Comments

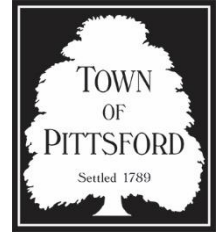
a. By E-Mail

- Any Pittsford resident can submit a comment for the meeting by emailing it to comments@townofpittsford.org any time before 2:30pm on the date of the meeting.
- Comments must be accompanied by your name and street address. Comments from residents will be read aloud by the Town Clerk.
- To comment by email on anything that takes place at the meeting, use the email address shown prior to 2:30pm on the next meeting date, June 16. The Clerk will read such comments from residents aloud at that meeting.

b. Using Zoom

- Any Pittsford resident can submit a comment during the meeting. Comments must begin with your name and street address.
- At the points where the Supervisor asks if there are public comments, if you wish to comment, click “Raise Hand” in the control panel. (Telephone attendees press *9).
- Your comment will be taken in the order received. When you receive a message to “Unmute Now” please do so and make your comment. All comments must begin with the name and street address of the commenter.
- Alternatively, residents who don’t have a microphone or who prefer or need to submit a comment in writing can do so by clicking “Chat” in the controls at the bottom of your Zoom window.
- When called upon, beginning with your name and street address please type your message into the chat window, then press “Enter” to send. The Town Clerk will read your message aloud.

MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: May 29, 2020

Regarding: Local Law #3 of 2020 - Amending RRAA Zoning District and pertinent Subdivision Regulations

For Meeting On: June 2, 2020

The Town Board has previously received proposed Local Law #3 of 2020, which would amend the provisions Article VIII of Chapter 185 of the Town Code, entitled "RRAA Rural Residential Zoning," and Chapter 175 of the Town Code, entitled "Subdivision of Land," as well as the Town's Site Capacity Calculation Worksheet.

A Public Hearing on the proposed Local Law was opened on May 26, 2020 and has been continued through June 2, 2020.

In general, the proposed amendments would increase the amount of open space and decrease the number of houses that would be allowed in any residential subdivision in the RRAA zoning district, with a view toward preserving the community character of the Town consistent with the goals of the recently-adopted Comprehensive Plan Update.

Prior to adopting the proposed Local Law, the Board will need to adopt a SEQRA Negative Declaration Resolution.

Attached to this Memo is a copy of the proposed Local Law, together with the proposed Adoption Resolution. Also attached is the proposed SEQRA Resolution.

Recommendation is hereby made that the Town Board adopt the SEQRA Negative Declaration and adopt the proposed Local Law.

SEQRA RESOLUTION

I move that a Negative Declaration of Environmental Significance be made, as set forth in the proposed written SEQRA Resolution.

ADOPTION RESOLUTION

I move the adoption of Local Law #3 of 2020, amending Article VIII of Chapter 185 of the Town Code, and Chapter 175 of the Town Code, as well as the Town's Site Capacity Calculation Worksheet, as set forth in the proposed written Adoption Resolution.

At a Regular Meeting of the Town Board of the Town of Pittsford, New York held by electronic conference, on the 2nd day of June, 2020.

PRESENT: William A. Smith, Jr., Supervisor
Katherine Bohne Munzinger, Deputy Supervisor
Kevin S. Beckford, Councilmember
Cathleen A. Koshykar, Councilmember
Stephanie M. Townsend, Councilmember

ABSENT: None

In the Matter

Of

THE ADOPTION OF PROPOSED LOCAL LAW NO.3 of 2020: AMENDING CHAPTER 185 "ZONING," ARTICLE VIII, THE "RRAA RURAL RESIDENTIAL DISTRICT"; AND AMENDING CHAPTER 175 "SUBDIVISION OF LAND," INCLUDING REVISING AND ADOPTING THE "SITE CAPACITY CALCULATION WORKSHEET" TO BE APPENDED THERETO.

SEQRA RESOLUTION

WHEREAS, the Town Board has identified the need to amend portions of the Town Code, affecting the amount of open space and the density of housing units in residential subdivision projects in the RRAA zoning district; and

WHEREAS, after giving due consideration to the proposed amendments, it was the considered opinion of all members of the Town Board who were present that a public hearing should be held on the 26th day of May, 2020, at the Town Hall, 11 South Main Street, Pittsford, New York, or by electronic conference or meeting as permitted by law, to consider the proposed amendment; and

WHEREAS, a single agency review of the SEQRA issues for the proposed amendment by the Town Board was conducted; and

WHEREAS, a public hearing was held on the 26th day of May, 2020, and again on

the 2nd day of June, 2020, both by electronic conference, at which times all interested parties wishing to speak on the proposed amendments were heard; and

WHEREAS, a Full Environmental Assessment Form (FEAF) has been prepared and carefully reviewed by the Town Board and attached hereto; and

WHEREAS, the completed FEAF failed to identify any significant adverse environmental impacts associated with the proposed amendments;

NOW, THEREFORE, be it

RESOLVED, that the Pittsford Town Board, upon consideration of all written and oral submissions, public comment, comment from appropriate agencies, as well as the completed FEAF, and upon having given this matter due deliberation and consideration, finds that the proposed amendments to Article VIII of Chapter 185 and of Chapter 175 of the Town of Pittsford Municipal Code, as well as revisions to the Town's Site Capacity Calculation Worksheet, will have no significant adverse impact on the environment; and be it further

RESOLVED, that the Town Board issues a Negative Declaration for the adoption of proposed Local Law No. 3 of 2020.

Said matter having been put to a vote, the following votes were recorded:

William A. Smith, Jr.	VOTING
Katherine Bohne Munzinger	VOTING
Kevin S. Beckford	VOTING
Cathleen A. Koshykar	VOTING
Stephanie M. Townsend	VOTING

The resolution was thereupon declared duly adopted.

DATED: June 2, 2020

Linda M. Dillon, Town Clerk

I, LINDA M. DILLON, Clerk of the Town Board of the Town of Pittsford, New York, DO HEREBY CERTIFY that I have compared a copy of the resolution as herein specified with the original in the minutes of the meeting of the Town Board of the Town of Pittsford and that the same is a correct transcript thereof and the whole of the said original.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of June, 2020.

Linda M. Dillon, Town Clerk

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:		
Project Location (describe, and attach a general location map):		
Brief Description of Proposed Action (include purpose or need):		
Name of Applicant/Sponsor:		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input type="checkbox"/> No		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
<p>i. Coastal Resources.</p> <p><i>i.</i> Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>ii.</i> Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>iii.</i> Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		

C. Planning and Zoning

C.1. Planning and zoning actions.

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? Yes No

- **If Yes**, complete sections C, F and G.
- **If No**, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

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? Yes No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? Yes 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?) Yes 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? Yes 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?

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? _____

C.4. Existing community services.

a. In what school district is the project site located? _____

b. What police or other public protection forces serve the project site?

c. Which fire protection and emergency medical services serve the project site?

d. What parks serve the project site?

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)?

b. a. Total acreage of the site of the proposed action? _____ 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? _____ 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: _____

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)

ii. Is a cluster/conservation layout proposed? Yes No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No

i. If No, anticipated period of construction: _____ 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	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

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? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 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: _____ 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: _____
- 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: _____ 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): _____

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

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of 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: _____

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):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

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 _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

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)?

 • If to surface waters, identify receiving water bodies or wetlands: _____

 • 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 (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflouorocarbons (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 _____ to _____.
 ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____
 iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____
 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: _____
 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.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • 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:

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:

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:

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____ _____			

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:

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:

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? _____ 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: _____ %
 _____ %
 _____ %

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: _____ % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ % of site
 10-15%: _____ % of site
 15% or greater: _____ % 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 _____ Classification _____
- 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: _____ _____ _____	
n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Describe the habitat/community (composition, function, and basis for designation): _____ _____ <i>ii.</i> Source(s) of description or evaluation: _____ <i>iii.</i> Extent of community/habitat: <ul style="list-style-type: none"> • 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</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? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Species and listing: _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>i.</i> If Yes: acreage(s) on project site? _____ <i>ii.</i> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature <i>ii.</i> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> CEA name: _____ <i>ii.</i> Basis for designation: _____ <i>iii.</i> Designating agency and date: _____	

<p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District</p> <p style="margin-left: 20px;">ii. Name: _____</p> <p style="margin-left: 20px;">iii. Brief description of attributes on which listing is based: _____</p>
<p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>g. Have additional archaeological or historic site(s) or resources been identified on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe possible resource(s): _____</p> <p style="margin-left: 20px;">ii. Basis for identification: _____</p>
<p>h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Identify resource: _____</p> <p style="margin-left: 20px;">ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____</p> <p style="margin-left: 20px;">iii. Distance between project and resource: _____ miles.</p>
<p>i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Identify the name of the river and its designation: _____</p> <p style="margin-left: 20px;">ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

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.

G. Verification

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

Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____

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.

1. Impact on Land			
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"/>

2. Impact on Geological Features 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) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
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"/>

3. Impacts on Surface Water 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) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
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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4. Impact on groundwater
 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. NO YES
 (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)
If “Yes”, answer questions a - h. If “No”, move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
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"/>

5. Impact on Flooding
 The proposed action may result in development on lands subject to flooding. NO YES
 (See Part 1. E.2)
If “Yes”, answer questions a - g. If “No”, move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
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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6. Impacts on Air			
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 ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) 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"/>

7. Impact on Plants and Animals			
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"/>

8. Impact on Agricultural Resources			
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"/>

9. Impact on Aesthetic Resources 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
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
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"/>		

10. Impact on Historic and Archeological Resources 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
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical 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.	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 “Moderate to large impact may occur”, 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"/>

11. Impact on Open Space and Recreation			
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
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
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"/>

12. Impact on Critical Environmental Areas			
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
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
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"/>

13. Impact on Transportation 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 - f. If "No", go to Section 14.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
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"/>

14. Impact on Energy 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>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
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: _____ _____			

15. Impact on Noise, Odor, and Light 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>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
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.) <i>If "Yes", answer questions a - m. If "No", go to Section 17.</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 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: _____ _____			

17. Consistency with Community Plans			
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"/>

18. Consistency with Community Character			
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 617.7(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>

At a Regular Meeting of the Town Board of the Town of Pittsford, New York, held by electronic conference, on the 2nd day of June, 2020.

PRESENT: William A. Smith, Jr., Supervisor
Katherine Bohne Munzinger, Deputy Supervisor
Kevin S. Beckford, Councilmember
Cathleen A. Koshykar, Councilmember
Stephanie M Townsend, Councilmember

ABSENT: None

In the Matter

Of

THE ADOPTION OF PROPOSED LOCAL LAW NO.3
of 2020: AMENDING CHAPTER 185 "ZONING," ARTICLE VIII,
THE "RRAA RURAL RESIDENTIAL DISTRICT"; AND AMENDING
CHAPTER 175 "SUBDIVISION OF LAND," INCLUDING REVISING
AND ADOPTING THE "SITE CAPACITY CALCULATION WORKSHEET"
TO BE APPENDED THERETO.

Adoption Resolution

WHEREAS, true and correct copies of proposed Local Law No. 3 of 2020: Amending Chapter 185 "Zoning," Article VIII, the "RRAA Rural Residential District," and amending Chapter 175 "Subdivision of Land," including revising and adopting the "Site Capacity Calculation Worksheet" to be appended thereto, were placed upon the desks of all members of the Town Board of the Town Board, New York, more than seven (7) calendar days, exclusive of Sunday, prior to the 2nd day of June, 2020; and

WHEREAS, there was duly published in a newspaper previously designated as an official newspaper for publication of public notices, and posted upon the bulletin board maintained by the Town Clerk pursuant to § 40(6) of the Town Law, a notice of public hearing to the effect that the Town Board would hold a public hearing on the 26th day of May, 2020, at 6:00 P.M., Local Time, at the Town Hall, 11 South Main Street, Pittsford, New York, or by electronic conference or meeting as permitted by law, on said Local Law No. 3 of 2020; and

WHEREAS, the said public hearing was duly held on the 26th day of May, 2020, and again on the 2nd day of June, 2020, both at 6:00 P.M. Local Time, by electronic conference as permitted by law, and all persons present were given an opportunity to be heard, whether speaking in favor of or against the adoption of said Local Law No. 2 of 2020; and

WHEREAS, subsequent to the closing of said public hearing, and after all persons interested had been heard, the Town Board considered the adoption of said Local Law No. 3 of 2020; and

WHEREAS, it was the decision of the Town Board that said Local Law No. 3 of 2020 should be adopted.

NOW, on a motion duly made and seconded, it was

RESOLVED, that Local Law No. 3 of 2020: Amending Chapter 185 "Zoning," Article VIII, the "RRAA Rural Residential District," and amending Chapter 175 "Subdivision of Land," including revising and adopting the "Site Capacity Calculation Worksheet," be adopted by the Town Board of the Town of Pittsford, New York, to read as annexed hereto; and it was further

RESOLVED, that within twenty (20) days subsequent to the 2nd day of June, 2020, there shall be filed with the Secretary of State one certified copy of said Local Law No. 3 of 2020.

Said matter having been put to a vote, the following votes were recorded:

William A. Smith, Jr.	VOTING
Katherine Bohne Munzinger	VOTING
Kevin S. Beckford	VOTING
Cathleen A. Koshykar	VOTING
Stephanie M. Townsend	VOTING

The resolution was thereupon declared duly adopted.

DATED: June 2, 2020

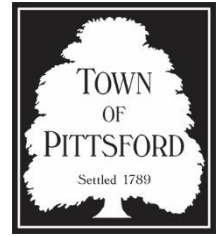
Linda M. Dillon, Town Clerk

I, LINDA M. DILLON, Clerk of the Town Board of the Town of Pittsford, New York, DO HEREBY CERTIFY that I have compared a copy of the resolution as herein specified with the original in the minutes of the meeting of the Town Board of the Town of Pittsford and that the same is a correct transcript thereof and the whole of the said original.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of June, 2020.

Linda M. Dillon, Town Clerk

MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: May 29, 2020

Regarding: Kilbourn Place Luxury Apartments
Incentive Zoning Amendments
3500 - 3596 East Avenue

For Meeting On: June 2, 2020

Currently pending before the Town Board is an application by Kilbourn Place Associates, LP to modify the Incentive Zoning (IZ) approval which allows the construction of 41 individually-owned, residential town house units on 7.71 acres on East Avenue (8 of which have been built).

The applicant now seeks to amend the IZ approval to 1) increase the total acreage of the zoning parcel to 10.15 acres (by rezoning and incorporating the adjoining former "Back Nine Grill" restaurant property into the site); 2) construct two connected, three-story apartment buildings on the current IZ parcel with 62 units, and one two-story, 34-unit apartment building on the former restaurant property, for a total of 96 units; and 3) construct 6 units of town house and carriage house living facilities (and maintain the 8 units of town/carriage house facilities already built), for a total project development of 110 luxury rental units. The currently-existing, two-story Wright House on the property would be rehabilitated and maintained as a community center for the development.

Copies of the following documents prepared by the applicant are submitted herewith for your consideration: 1) Kilbourn Presentation Revision 4-9-20 (9 pages); 2) Kilbourn Tax Revenue Comparison, version 4 (Excel spreadsheet, 4 sheets); and 3) Kilbourn Place Luxury Apartments – Public Benefit Analysis (2 pages).

This information is furnished to you for your discussion only. No Town Board action is contemplated for this meeting. Should the Town Board wish to move forward with this application in the future, you will be provided with a proposed resolution to set a date for the continuation of the public hearing that was opened for this application many months ago. Given the passage of time from the last time the application was formally considered in a public hearing, a notice for the continuation of the public hearing will need to be republished. In addition, Town staff intends to notify neighboring property owners to the continuation of this public hearing by personal letter, as it did for the initial opening of the public hearing.

RIEDMAN
C O M P A N I E S

Changing the way people live!

Project Scale Revised

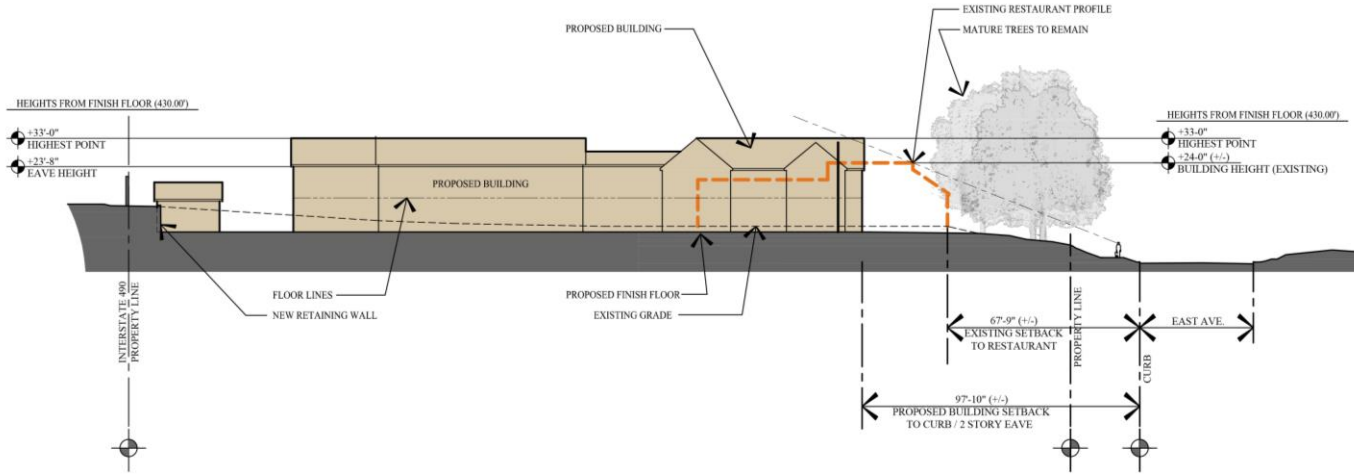
Significant Changes to 3500 East Ave. (aka Back Nine Grill)

- Building design modified to a **two story** structure
- Finish floor elevation has been **lowered 3 feet**
- Reduction in # of stories and finish floor elevation results in **lowering eave height 15'**
- Building size has been **reduced by 10 apartments** to 34 from 44.
- Additional garages have been added **increasing the ratio of garages to apartments to 71%**

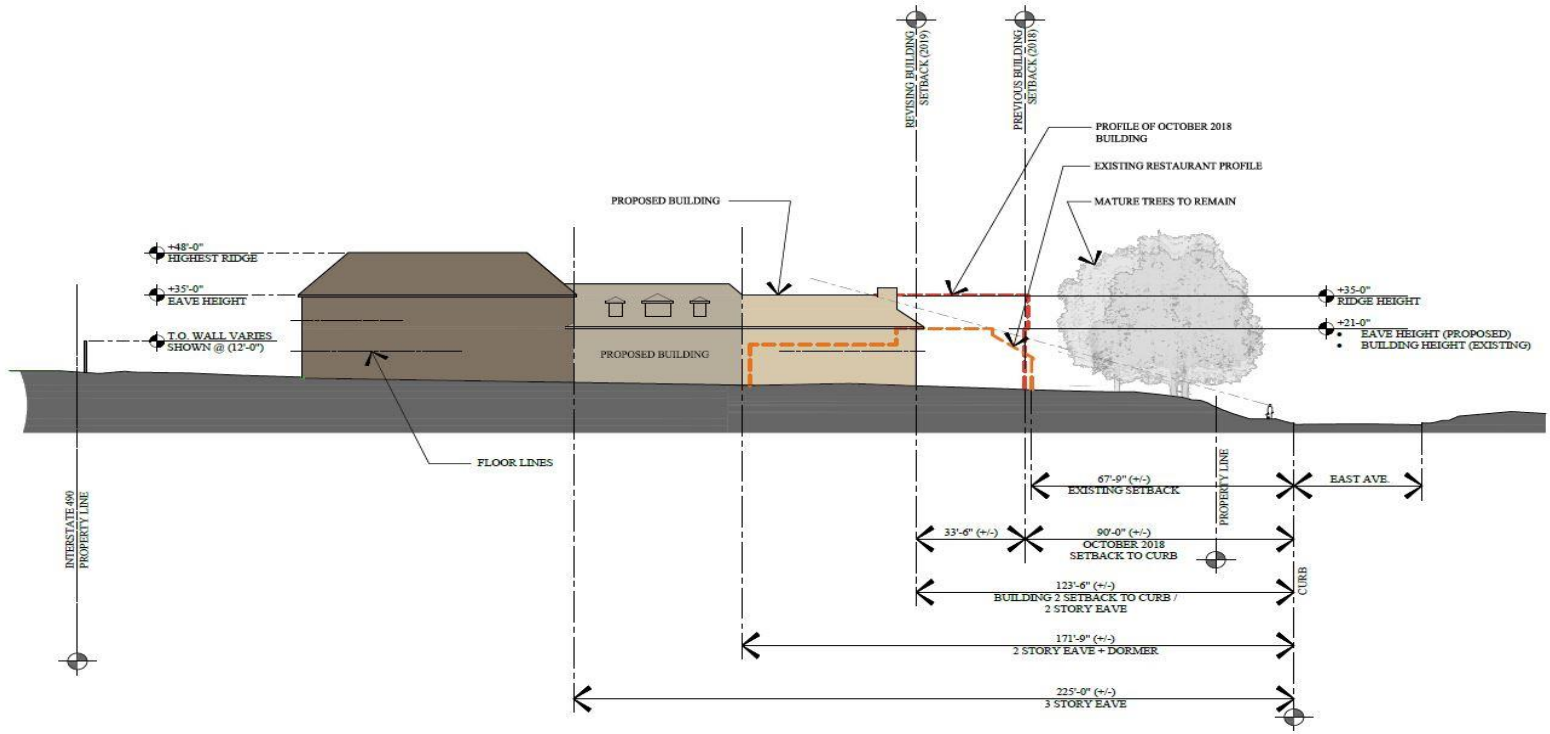


KILBOURN APARTMENTS: BUILDING HEIGHTS PLAN
 1" = 40'-0"
 MARCH 24, 2020

176 DENISON



BUILDING TWO: SITE SECTION
 KILBOURN APARTMENTS
 MARCH 25, 2020
 SCALE: 1" = 40'-0"



BUILDING TWO: SITE SECTION
 KILBOURN APARTMENTS
 APRIL 3, 2019



Kilbourn Apartments

Pittsford, NY



Kilbourn Apartments

Pittsford, NY



Kilbourn Place
Property Tax Revenue Comparison - Rent vs For Sale
Current Zoning vs Proposed Incentive Modification
Full Project: 110 Luxury Rental Units
5/4/2020

	Total Receipts <u>10 Years</u>
<u>Town, County, School</u>	
For Rent	\$ 3,951,478
For Sale	<u>\$ 3,298,357</u>
Surplus Revenue from For Rent model	<u>\$ 653,121</u>
% Better (Rent vs. For Sale Tax Revenue)	20%
% Better (Rent vs. Current Tax Revenue)	148%
 <u>Town</u>	
For Rent	\$ 344,868
For Sale	<u>\$ 287,866</u>
Surplus Revenue from For Rent model	<u>\$ 57,002</u>
 <u>Town & School</u>	
For Rent	\$ 3,061,912
For Sale	<u>\$ 2,555,823</u>
Surplus Revenue from For Rent model	<u>\$ 506,089</u>
 <u>Current Tax Revenue</u>	
Town	\$ 139,221
County	\$ 359,112
School	<u>\$ 1,096,853</u>
Current Tax Revenue	<u>\$ 1,595,186</u>

Kilbourn Place
Assessment Projection - For Rent 3 Year Build Out
110 Luxury Rental Units

		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>
POTENTIAL GROSS REVENUE									
TOTAL POTENTIAL GROSS REVENUE	\$	2,680,000							
Vacancy (5%)	\$	(134,000)							
EFFECTIVE GROSS INCOME	<u>\$</u>	<u>2,546,000</u>							
OPERATING AND MAINTENANCE									
Management Fee (5%)	\$	127,300							
Property Taxes	\$	-							
Insurance	\$	44,000							
Administrative	\$	115,000							
Marketing	\$	73,000							
Utilities	\$	115,000							
Operating and Maintenance	\$	458,000							
Replacement Reserves	\$	55,000							
TOTAL OPERATING EXPENSES	<u>\$</u>	<u>987,300</u>							
OPERATING EXPENSE RATIO		38.78%							
NET OPERATING INCOME	<u>\$</u>	<u>1,558,700</u>							
Capitalization Rate inclusive of 3.68% tax rate		13.50%							
Assessment	\$	11,545,926	\$ 3,775,500	\$ 9,500,000	\$ 11,770,000	\$ 11,770,000	\$ 11,770,000	\$ 11,770,000	\$ 11,770,000
<u>Current Rates:</u>									
Town	\$	3.21	\$ 12,119	\$ 30,495	\$ 37,782	\$ 37,782	\$ 37,782	\$ 37,782	\$ 37,782
County	\$	8.28	\$ 31,261	\$ 78,660	\$ 97,456	\$ 97,456	\$ 97,456	\$ 97,456	\$ 97,456
School	\$	25.29	\$ 95,482	\$ 240,255	\$ 297,663	\$ 297,663	\$ 297,663	\$ 297,663	\$ 297,663
Total Taxes	\$	36.78	\$ 138,863	\$ 349,410	\$ 432,901	\$ 432,901	\$ 432,901	\$ 432,901	\$ 432,901
Ten Year Tax Receipts	\$	3,951,478							
10 Year NPV @ 5%	\$	2,986,979							
20 Year NPV @ 8%	\$	3,906,446							

<u>Year 9</u>	<u>Year 10</u>	<u>Year 11</u>	<u>Year 12</u>	<u>Year 13</u>	<u>Year 14</u>	<u>Year 15</u>	<u>Year 16</u>	<u>Year 17</u>	<u>Year 18</u>	<u>Year 19</u>	<u>Year 20</u>
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\$ 11,770,000	\$ 11,770,000	\$ 11,770,000	\$ 11,770,000	\$ 11,770,000	\$ 11,770,000	\$ 11,770,000	\$ 11,770,000	\$ 11,770,000	\$ 11,770,000	\$ 11,770,000	\$ 11,770,000	\$ 11,770,000
\$ 37,782	\$ 37,782	\$ 37,782	\$ 37,782	\$ 37,782	\$ 37,782	\$ 37,782	\$ 37,782	\$ 37,782	\$ 37,782	\$ 37,782	\$ 37,782	\$ 37,782
\$ 97,456	\$ 97,456	\$ 97,456	\$ 97,456	\$ 97,456	\$ 97,456	\$ 97,456	\$ 97,456	\$ 97,456	\$ 97,456	\$ 97,456	\$ 97,456	\$ 97,456
\$ 297,663	\$ 297,663	\$ 297,663	\$ 297,663	297663.3	297663.3	297663.3	297663.3	297663.3	297663.3	\$ 297,663	\$ 297,663	\$ 297,663
\$ 432,901	\$ 432,901	\$ 432,901	\$ 432,901	\$ 432,901	\$ 432,901	\$ 432,901	\$ 432,901	\$ 432,901	\$ 432,901	\$ 432,901	\$ 432,901	\$ 432,901

**Kilbourn Place
Assessment Projection - For Sale**

			<i>Total Sales</i>		<i>Sales Per Year</i>						
			<i>52</i>	<i>3</i>	<i>4</i>	<i>4</i>	<i>5</i>	<i>7</i>	<i>6</i>	<i>6</i>	
# Homes	Type	Address	Current Assessment	To Be Built / Final Assmt	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
			\$ 1,500	\$ -	\$ 1,500						
4	Manor	3510-3516	\$ 81,100	\$ 1,000,000	\$ -	\$ -	\$ 300,000	\$ 600,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
1	Town	3520	\$ 200,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
1	Town	3522	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
1	Town	3524	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
1	Town	3526	\$ 200,000	\$ 300,000	\$ 200,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
4	Town	3530-3536	\$ 81,100	\$ 1,200,000	\$ -	\$ 500,000	\$ 1,000,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000
6	Town	3540-3550	\$ 81,100	\$ 1,800,000	\$ -	\$ -	\$ -	\$ 500,000	\$ 800,000	\$ 1,800,000	\$ 1,800,000
6	Manor	3552-3562	\$ 81,100	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000
8	Manor/Town	3564-3578	\$ 81,100	\$ 2,400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600,000
3	Town	3580-3584	\$ 125,000	\$ 900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Carriage	3586-3588	\$ 81,100	\$ 700,000	\$ -		\$ 350,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000
1	Carriage	3590	\$ 250,000	\$ 300,000	\$ 250,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
1	Carriage	3592	\$ 722,700 *	\$ 500,000	\$ 722,700	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
1	Carriage	3594	\$ 608,900 *	\$ 475,000	\$ 608,900	\$ 475,000	\$ 475,000	\$ 475,000	\$ 475,000	\$ 475,000	\$ 475,000
1	Carriage	3596	\$ 474,900 *	\$ 425,000	\$ 474,900	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000
10	Single Family	Restaurant Assessment	\$ 567,500	\$ 3,500,000	\$ 567,500	\$ 567,500	\$ 567,500	\$ 567,500	\$ 700,000	\$ 1,400,000	\$ 2,100,000
			\$ 4,337,100	\$ 16,000,000	\$ 3,825,500	\$ 4,067,500	\$ 5,217,500	\$ 6,567,500	\$ 7,400,000	\$ 9,100,000	\$ 10,650,000

51

Current Rates:

Town	\$ 3.21	\$ 12,280	\$ 13,057	\$ 16,748	\$ 21,082	\$ 23,754	\$ 29,211	\$ 34,187
County	\$ 8.28	\$ 31,675	\$ 33,679	\$ 43,201	\$ 54,379	\$ 61,272	\$ 75,348	\$ 88,182
School	\$ 25.29	\$ 96,747	\$ 102,867	\$ 131,951	\$ 166,092	\$ 187,146	\$ 230,139	\$ 269,339
Tax Totals	\$ 36.78	\$ 140,702	\$ 149,603	\$ 191,900	\$ 241,553	\$ 272,172	\$ 334,698	\$ 391,707

Ten Year Tax Receipts	\$ 3,298,357	Town Ten Year Tax Receipts	\$ 287,866	Town and School Ten Year Tax Receipts	\$ 2,555,823
10 Year NPV @ 5%	\$ 2,388,136	Town 10 Year NPV @ 5%	\$ 208,426	Town and School 10 Year NPV @ 5%	\$ 1,850,513
20 Year NPV @ 8%	\$ 3,827,018	Town 20 Year NPV @ 8%	\$ 334,006	Town and School 20 Year NPV @ 8%	\$ 2,965,471

NOTES

* Three units are currently over assessed, and would be adjusted in line with other For Sale homes in Year 2.

6	7	4

Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000
\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000
\$ 500,000	\$ 1,200,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
\$ 1,200,000	\$ 1,800,000	\$ 2,400,000	\$ 2,400,000	\$ 2,400,000	\$ 2,400,000	\$ 2,400,000	\$ 2,400,000	\$ 2,400,000	\$ 2,400,000	\$ 2,400,000	\$ 2,400,000	\$ 2,400,000
\$ 200,000	\$ 600,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000
\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000
\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
\$ 475,000	\$ 475,000	\$ 475,000	\$ 475,000	\$ 475,000	\$ 475,000	\$ 475,000	\$ 475,000	\$ 475,000	\$ 475,000	\$ 475,000	\$ 475,000	\$ 475,000
\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000
\$ 2,800,000	\$ 3,150,000	\$ 3,500,000	\$ 3,500,000	\$ 3,500,000	\$ 3,500,000	\$ 3,500,000	\$ 3,500,000	\$ 3,500,000	\$ 3,500,000	\$ 3,500,000	\$ 3,500,000	\$ 3,500,000
\$ 12,400,000	\$ 14,450,000	\$ 16,000,000	\$ 16,000,000	\$ 16,000,000	\$ 16,000,000	\$ 16,000,000	\$ 16,000,000	\$ 16,000,000	\$ 16,000,000	\$ 16,000,000	\$ 16,000,000	\$ 16,000,000

\$ 39,804	\$ 46,385	\$ 51,360	\$ 51,360	\$ 51,360	\$ 51,360	\$ 51,360	\$ 51,360	\$ 51,360	\$ 51,360	\$ 51,360	\$ 51,360	\$ 51,360
\$ 102,672	\$ 119,646	\$ 132,480	\$ 132,480	\$ 132,480	\$ 132,480	\$ 132,480	\$ 132,480	\$ 132,480	\$ 132,480	\$ 132,480	\$ 132,480	\$ 132,480
\$ 313,596	\$ 365,441	\$ 404,640	\$ 404,640	\$ 404,640	\$ 404,640	\$ 404,640	\$ 404,640	\$ 404,640	\$ 404,640	\$ 404,640	\$ 404,640	\$ 404,640
\$ 456,072	\$ 531,471	\$ 588,480	\$ 588,480	\$ 588,480	\$ 588,480	\$ 588,480	\$ 588,480	\$ 588,480	\$ 588,480	\$ 588,480	\$ 588,480	\$ 588,480

Kilbourn Current Tax Information

Address Assessment		
	3590	\$ 250,000
	3596	\$ 474,900
	HOA Lot	\$ 1,500
	3510-3516	\$ 81,100
	3520	\$ 200,000
	3522	\$ 350,000
	3524	\$ 350,000
	3526	\$ 200,000
	3530-3536	\$ 81,100
	3540-3550	\$ 81,100
	3552-3562	\$ 81,100
	3564-3578	\$ 81,100
	3580-3584	\$ 125,000
	3586-3588	\$ 81,100
	3594	\$ 608,900
	3592	\$ 722,700
	Restaurant	<u>\$ 567,500</u>
	Current Assessment	\$ 4,337,100
Town	\$3.21	\$ 13,922
County	\$8.28	\$ 35,911
School	\$25.29	<u>\$ 109,685</u>
Total Taxes Currently Paid		\$ 159,519

Mortgage Rate: 5.5%/30 yr amortization =.6813 constant

0.75 x .6813 constant =	0.0511
0.25 x .10 equity dividend rate =	<u>0.0250</u>
Basic Rate	0.0761

Tax Rate

Town/County	14.45
School	<u>25.29</u>
Tax Rate	39.74

Basic Rate	0.0761
Tax Rate	<u>0.0397</u>
Combined Rate	0.1158

	Lot 1	Lot 2	Total
Income	\$1,331,312	\$ 656,885	\$1,988,197
Tax Add Back	<u>\$369,512</u>	<u>\$ 213,928</u>	<u>\$583,440</u>
Income Before Tax	\$1,700,824	\$ 870,813	\$2,571,637

Assessed value	\$14,687,599	\$7,519,974	\$22,207,573
Per Unit Assessment	\$193,258	\$170,909	\$185,063
Tax Bill	\$583,685	\$298,844	\$882,529
Per Unit	\$7,680	\$6,792	\$7,354

Kilbourn
Cash Value of Amenities

Sound Wall on Restaurant Property	\$ 90,000
Sidewalk across the front of the Property	\$ 67,000
Cash Contribution	\$ 200,000
Restoration of the Wright House	<u>\$ 300,000</u>
 Total Value of Amenities	 <u><u>\$ 657,000</u></u>

Projected Buildout/Assessment Information

		Built	To Be Built							
Address		Assessment	\$300K per Unit	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
	HOA Lot	\$ 1,500	\$ -	\$ 1,500						
4 Manor	3510-3516	\$ 81,100	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 300,000	\$ 600,000	\$ 1,000,000	
1 Town	3520	\$ 200,000	\$ 300,000	\$ 200,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	
1 Town	3522	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	
1 Town	3524	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	
1 Town	3526	\$ 200,000	\$ 300,000	\$ 200,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	
4 Town	3530-3536	\$ 81,100	\$ 1,200,000	\$ -	\$ 500,000	\$ 1,000,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	
6 Town	3540-3550	\$ 81,100	\$ 1,800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000	
6 Manor	3552-3562	\$ 81,100	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8 Manor/Town	3564-3578	\$ 81,100	\$ 2,400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3 Town	3580-3584	\$ 125,000	\$ 900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2 Carriage	3586-3588	\$ 81,100	\$ 700,000	\$ -		\$ 350,000	\$ 700,000	\$ 700,000	\$ 700,000	
1 Carriage	3590	\$ 250,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	
1 Carriage	3592	\$ 722,700 *	\$ 500,000	\$ 722,700	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	
1 Carriage	3594	\$ 608,900 *	\$ 475,000	\$ 608,900	\$ 475,000	\$ 475,000	\$ 475,000	\$ 475,000	\$ 475,000	
1 Carriage	3596	\$ 474,900 *	\$ 425,000	\$ 474,900	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	
41	Restaurant	\$ 567,500 **	\$ 567,500	\$ 567,500	\$ 567,500	\$ 567,500	\$ 567,500	\$ 567,500	\$ 567,500	
	Current Assessment	\$ 4,337,100	\$ 13,067,500	\$ 3,775,500	\$ 4,067,500	\$ 4,917,500	\$ 5,767,500	\$ 6,067,500	\$ 6,967,500	
Unbuilt Assessments										
Total Assessments										
	Town	3.21	\$ 13,922	\$ -	\$ 138,863	\$ 149,603	\$ 180,866	\$ 212,129	\$ 223,163	\$ 256,265
	County	8.28	\$ 35,911	\$ -						
	School	25.29	\$ 109,685	\$ -						
	Tax Totals		\$ 159,519	\$ -						
		36.78			\$ 1,540,487					

NOTES

* Three units have been built and are over assessed

** Restaurant Property is over assessed

Ten Year Tax Receipts	\$	2,458,118	
10 Year NPV @ 5%	\$	1,818,018	
20 Year NPV @ 8%	\$	-	N/A

Year 7	Year 8	Year 9	Year 10
\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000
\$ 800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000
\$ -	\$ 500,000	\$ 1,200,000	\$ 1,500,000
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000
\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
\$ 475,000	\$ 475,000	\$ 475,000	\$ 475,000
\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000
\$ 567,500	\$ 567,500	\$ 567,500	\$ 567,500
\$ 7,267,500	\$ 8,767,500	\$ 9,467,500	\$ 9,767,500
\$ 267,299	\$ 322,469	\$ 348,215	\$ 359,249

KILBOURN PLACE LUXURY APARTMENTS
Analysis of Public Benefit pursuant to Town Code §185-237(G)(1)(c)

The original Incentive Zoning approval granted to the Marriott in 1999 for its proposed 106 unit assisted living facility identified as its community benefit a contribution of \$100,000.00 to the Town for the establishment of a limited purpose fund to benefit senior citizen activities and programs, as well as further amenity consisting of construction of a sound barrier, fencing and berming along the northern and eastern perimeter of the property.

The Amended Incentive Zoning approval granted to Kilbourn Place LLC for its proposed 49 unit townhouse project identified as its community benefit the same \$100,000.00 and as a further community benefit, the extension of the sound barrier and enhanced berming.

The applicant has proposed five primary amenities, in addition to those previously approved for earlier iterations of the development, which are designed to benefit the public:

1. Further extension of the sound barrier which was constructed as a part of the initial Kilbourn Place development to include the former Back Nine Grill property. The extension of this sound barrier will further reduce the ambient noise level to residents on East Avenue and the related neighborhoods from the Route 490 expressway. Amenity cash value - \$90,000.00
2. The installation of approximately 1000 feet of sidewalk along the frontage of the property, which will increase walkability and multi-modal transportation opportunities on the East Avenue corridor. Amenity cash value- \$67,000.00.
3. The rehabilitation and maintenance of the Wright House at 3524 East Avenue (at the southeast corner of this site, near Bretton Woods Drive), which furthers the Town's goals of retaining the Town's historic assets. Amenity cash value- \$280,000.00.
4. The preservation of a large green area along East Avenue and the preservation of significant trees on the site. Site design has been focused on development at the north end of the site that would preserve this large green area which could not be maintained with more traditional single family residential development. Amenity cash value- \$0.00
5. The enhancement of the cash amenity to the senior citizens fund to a total of \$200,000.00, which would be paid at the time of the granting of the first certificate of occupancy for the apartment use. Amenity cash value – additional \$100,000.00.

The total cash value of the increased amenities above is approximately \$537,000.00.

In addition to these amenities, there are further public benefits to the community which will result from this project and are not capable of quantification, including:

1. Diversification of housing stock to allow for residents of Pittsford, who wish to downsize, the ability to remain in the community and to generally provide housing which is low maintenance to residents and affordable.
2. If this project were not to be developed under the Incentive Zoning, the buildout of this site would likely take 10 years or more, while the development under the Incentive Zoning is contemplated to be constructed over the next 2-3 years, creating substantial tax revenue to the Town on an accelerated basis. Furthermore, given the target market of this development, there would be minimal (if any) impact on the school district, with attendant revenues resulting from the project.

Given the amenities and public benefits to be derived from this project, the requested incentives allowing this development to go forward are unquestionably commensurate – the developer is allowed to create a viable and sustainable project and the Town receives ample benefits of a financial nature and addressing community goals (diversity in housing stock, increased/enhanced walkability, historic preservation, extended noise abatement, maintenance of quality green space, accelerated tax revenues and funding for senior citizens programming)..

MEMORANDUM

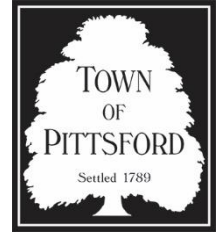
To: Town Board Members

From: Gregory Duane

Date: May 27, 2020

Regarding: NYCLASS Investment Pool

For Meeting On: June 2, 2020



As we discussed at the last meeting, I am concerned about interest revenue on Investments. With this in mind, I have been looking for additional investment options for the Town of Pittsford. One such option is NYCLASS Investment Pool. This pool is made up of governmental subdivisions throughout New York State. This pool was established 30 years ago and manages over \$2.5 billion for its 550 members. Due to the size of the investments made by NYCLASS they are able to achieve rates higher than the Town of Pittsford. The fund is fully collateralized, protecting the Town's investment.

At this time, I am requesting the Town Board to approve the attached resolution;

Whereas the Town of Pittsford is committed to safe investment options for its funds eligible for investment, while maintaining adequate liquidity; and

Whereas the Town of Pittsford wishes to invest portions of its available investment fund pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019;

Now, therefore, it is hereby

Resolved, that investment pursuant to the NYCLASS program, under the terms of the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019, be and hereby is approved; and

Further Resolved that the Supervisor be and hereby is authorized to execute and deliver such documents as may be necessary or desirable to undertake such investment.

NYCLASS[®]



Municipal Cooperation Agreement

March 28, 2019

New York Cooperative Liquid Assets Securities System

Municipal Cooperation Agreement

Pursuant to New York General Municipal Law, Articles 3-A and 5-G

AMENDED AND RESTATED
AS OF MARCH 28, 2019

Among

THE DISTRICTS AND MUNICIPAL CORPORATIONS
THAT HAVE ADOPTED THIS AGREEMENT

as Participants

TABLE OF CONTENTS

ARTICLE I DEFINITIONS

ARTICLE II CONTRIBUTIONS, ADJUSTMENTS, AND PAYMENTS

2.1.	General.....	10
2.2.	Cash Contributions.....	10
2.3.	Other Contributions.....	10
2.4.	Adjustments.....	11
2.5.	Payments.....	11
2.6.	Suspension of Requests; Postponement of Payments	12
2.7.	Records.....	12
2.8.	Confirmation.....	13

ARTICLE III THE LEAD PARTICIPANT

3.1.	Term.....	13
3.2.	Resignation.....	13
3.3.	Function.....	13
3.4.	Lead Fiscal Officer.....	13

ARTICLE IV THE GOVERNING BOARD

4.1.	General.....	14
4.2.	Terms and Election of Governing Board Members.....	14
4.3.	Vacancies on the Governing Board.....	15
4.4.	Powers and Responsibilities of the Governing Board.....	15
4.5.	Delegation of Power	15
4.6.	Investment Powers.....	16

4.7.	Transactions Involving Affiliates.....	16
4.8.	No Borrowing.....	17

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.1.	District or Municipal Corporation.....	17
5.2.	Approvals.....	17
5.3.	Hearings, Referenda, and Consents	17
5.4.	Execution; Enforceability.....	18
5.5.	Accuracy of Certificates.....	18

ARTICLE VI COVENANTS

6.1.	Source of Contributions.....	18
6.2.	Truth of Representations.....	18
6.3.	Resignation of Lead Participant.....	18
6.4.	Supplemental Information.....	18
6.5.	Not a Money Market Fund.....	19

ARTICLE VII PARTICIPANTS

7.1.	General.....	19
7.2.	Admission	19
7.3.	Withdrawal	20
7.4.	Forced Withdrawal	20

ARTICLE VIII STATEMENTS AND REPORTS

8.1.	Market Valuation.....	20
8.2.	Reports.....	20

ARTICLE IX THE INVESTMENT ADVISOR

9.1.	Appointment	21
9.2.	Sub-Investment Advisors.....	21
9.3.	Funds.....	21
9.4.	Special Subaccounts.....	22

ARTICLE X THE ADMINISTRATOR

10.1.	Appointment.....	22
10.2.	Successors	23

ARTICLE XI AMENDMENT AND TERMINATION

11.1.	Amendment.....	23
11.2.	Streamlined Steps for Certain Amendments.....	23
11.3.	Termination.....	24

ARTICLE XII MISCELLANEOUS

12.1.	Governing Law.....	25
12.2.	Counterparts.....	25
12.3.	Reliance by Third Parties	26
12.4.	Provisions in Conflict with Law.....	26
12.5.	Gender; Section Headings.....	26
12.6.	No Assignment	26
12.7.	No Partnership	26
12.8.	Construction of Powers.....	27
12.9.	Notice	27
	Exhibit A.....	29

MUNICIPAL COOPERATION AGREEMENT made pursuant to New York General Municipal Law, Articles 3-A and 5-G (collectively, the Act), amended and restated as of October 20, 1999 and further amended March 28, 2019, by and among the Village of Potsdam and each district and municipal corporation, as defined in the Act, that enters into this Agreement pursuant to the Section 8.1. hereof (collectively, together with the Village of Potsdam, the Participants).

WITNESSETH:

WHEREAS, each Participant wishes to invest a certain portion of its available investment funds in cooperation with the other Participants in one or more of the several investment funds to be created herein to enhance its investment returns, assure the safety and liquidity of its invested funds, and strictly limit its potential liability under or in connection with this Agreement;

WHEREAS, each Participant is a district (including but not limited to a school district or a board of cooperative educational services) or municipal corporation as defined in Section 119-n of the Act;

WHEREAS, the Act empowers districts and municipal corporations to enter into, amend, cancel, and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers, and duties on a cooperative or contract basis;

WHEREAS, this Agreement has been approved by a majority vote of the voting strength of the governing body of each Participant or certified by the chief fiscal officer of a Participant as approved by such Participant; and

WHEREAS, each Participant has, to the extent any general or special law would require it to do so before performing by itself any function, power or duty that may be performed under this Agreement, held all necessary public hearings, conducted all necessary referenda, and obtained all necessary consents of government agencies and has satisfied all other requirements applicable to the making of contracts;

WHEREAS, the Participants include all of the Participants under the Municipal Cooperation Agreement made pursuant to New York General Municipal Law, Article 5-G, Section 119-o, as of September 19, 1989, as amended and restated as of July 20, 1992, October 30, 1999, April 23, 2012, and March 14, 2014, by and among the Participants who have approved this amendment and restatement thereof and additional districts and municipal corporations that have determined to enter into this Agreement subsequent to the date of its amendment and restatement;

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants, and agreements contained herein, each Participant hereby acts and agrees (but without prejudice to any rights previously accrued pursuant to the Agreement as heretofore in effect) as follows:

ARTICLE I

Definitions

“Administrator” means any person or persons appointed, employed, or contracted by the Governing Board pursuant to Section 4.4 (b) hereof.

“Affiliate” means, with respect to any person, another person directly or indirectly in control of, controlled by, or under common control with such person or any officer, director, partner, or employee of such person.

“Balance” for each Participant means an amount initially equal to zero that is adjusted pursuant to Article II hereof to reflect, among other things, cash contributions by such Participant, cash payments to such Participants, expenses, and investment results.

“Business Day” means any day of the year other than (a) a Saturday or Sunday, (b) any day on which banks located in New York City, New York, are required or authorized by law to remain closed, or (c) any day on which the New York Stock Exchange is closed.

“Chief Fiscal Officer” or **“Fiscal Officer”** of a Participant means, at any time, the fiscal officer of such Participant who is, at such time, charged by such Participant with the custody, investment, and administration of funds. For purposes of this Agreement, each Participant shall be deemed, at any time, to have only a single Fiscal Officer.

“Cooperative Investment Agreement” or **“Agreement”** means this temporary investment of moneys by more than one municipal corporation pursuant to a Municipal Corporation Agreement entered into in accordance with the provisions of the Act.

“Contribution Procedures” means the procedures for making contributions to the Investment Property adopted from time-to-time by the Governing Board.

“Custodian” means any person or persons appointed, employed, or contracted with the Lead Participant pursuant to Section 3.3 (b) hereof.

“Custody Agreement” means the agreement between the Lead Participant and a Custodian as the same may be amended from time-to-time.

“Fund” means a group or category of Permitted Investments established, maintained, and liquidated from time-to-time by the Chief Fiscal Officer pursuant to the Services Agreement and the Custody Agreement.

“Governing Board” shall administer the provisions of this Agreement and has the powers set forth in Article IV hereof.

“Investment Advisor” means any person or persons appointed, employed, or contracted by the Governing Board pursuant to Section 4.4 (b) hereof.

“Investment Policy” means the investment policy related to a Fund and the auditing procedures set forth in Exhibit A as the same may be amended from time-to-time pursuant to Section 11.2 hereof.

“Irrevocable Letter of Credit” means an irrevocable letter of credit issued in favor of every Participant in the Agreement by a bank whose commercial paper and other unsecured short-term debt obligations (or in the case of a bank that is the principal subsidiary of a holding company, whose holding company’s commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories (based on the credit of such bank or holding company) by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable Federal minimum risk-based capital requirements.

“Investment Liability” means any liability (whether known, unknown, actual, contingent, or otherwise) incurred in connection with the Investment Property pursuant to this Agreement.

“Joint Agreement” means any agreement entered into by the Governing Board pursuant to this Agreement.

“Investment Property” means any and all property, real, personal, or otherwise, tangible or intangible, comingled within a Fund, that is transferred, conveyed, or paid to the account of the Lead Participant by any Participant pursuant to Section 2.2 or 2.3 hereof and all proceeds, income, profits, and gains therefrom that have not been distributed to a Participant pursuant to Section 2.5 hereof used to discharge a Liability or offset by losses and expenses.

“Investment Property Value” means the value of any Investment Property net of the amount of the Investment Liabilities as determined pursuant to Section 2.4 hereof and the Valuation Procedures.

“Laws” means common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions, or decrees of any government or political subdivision or agency thereof or any court or similar entity established by any thereof.

“Lead Fiscal Officer” means, at any time, the Fiscal Officer of the Lead Participant at such time.

“Lead Participant” means any Participant that consents to acting as Lead Participant, but solely in its capacity as Lead Participant hereunder and not individually, that is nominated as Lead Participant and is appointed by a majority of the Governing Board and is appointed by an amendment hereto as provided in Section 11.2.

“Payment Procedures” means the procedures for requesting payments out of the one or more of the Funds as adopted from time-to-time by the Governing Board.

“Permitted Investments” means the types of investments set forth under the heading “Legally Permitted Investments” in Exhibit A hereto, as the same may from time-to-time be amended in accordance with this Agreement and held, unless registered, only in a bank or trust company located and authorized to do business in the state in United States funds and United States currency, and no investment shall be held in a foreign bank, a foreign country, or a foreign branch of the Custodian or in a United States bank’s office or branch located in a foreign country.

“Person” means any municipal corporation, district, corporation, natural person, firm, joint venture, partnership, trust, unincorporated organization, group, government, or any political subdivision, department, or agency of any government.

“Services Agreement” means the agreement between the Governing Board and the Administrator and/or Investment Advisor, as the same may be amended from time-to-time, providing for administrative and investment advisory services to the Governing Board.

“Total Balances” means the aggregate total of the Participants’ balances within a Fund.

“Valuation Procedures” means the procedures for determining the Investment Value adopted from time-to-time by the Governing Board.

ARTICLE II

Contributions, Adjustments, and Payments

2.1. General - Except as otherwise provided in this Agreement:

(a) no Participant shall have any beneficial interest in the Investment Property, including earnings;

(b) no Participant can be called upon to share or assume any Investment Liabilities, including losses in connection with the Investment Property, or suffer an assessment of any kind by virtue of its being a Participant;

(c) no Participant is entitled to any preference, preemptive, appraisal, conversion, or exchange rights of any kind in connection with this Agreement or the Investment Property;

(d) no Participant shall have any right to call for any partition or division of any Investment Property; and

(e) each Participant's rights under this Agreement shall be personal property giving only the rights specifically set forth in this Agreement.

2.2. Cash Contributions - Unless otherwise determined by the Governing Board, each Participant may, from time-to-time, increase its balance by making a payment to the Custodian for the account of the Lead Participant in accordance with the Contribution Procedures. Each time that a Participant makes such a payment, its balance shall be increased (as of the time specified in the Contribution Procedures) by the amount of such payment. The minimum amount that may be contributed pursuant to this section 2.2 at any one time shall be the minimum contribution specified in the Contribution Procedures.

2.3. Other Contributions - If previously approved by the Governing Board, each Participant may, from time-to-time, transfer to the Custodian for the account of the Lead Participant property of a type other than cash that is a Permitted Investment. Each such transfer must be made in accordance with the terms and conditions specified by the Governing Board. Each time that a Participant makes such a transfer, it shall receive a written confirmation of such transfer, and its balance shall be increased by the amount or according to the formula specified by the Governing Board. Any approval by the Governing Board in connection with this Section 2.3 shall be made in the sole discretion of the Governing Board and may specify such terms and conditions as the Governing Board may deem to be in the best interests of the Participants taken as a whole as evidenced by its adoption thereof.

2.4. Adjustments

(a) Immediately upon the determination of the Investment Value on each business day pursuant to Section 2.4 (b) hereof or from time-to-time pursuant to Section 2.4 (c) hereof, the Participants' balances shall be increased or decreased proportionately (and rounded to the nearest whole cent) such that after such adjustment the total balances shall be equal, as nearly as practical, to the Investment Value as so determined.

(b) The Investment Value shall be determined once on each business day at the time and in the manner provided in the Valuation Procedures.

(c) In addition, the Governing Board may determine the Investment Value in the manner provided in the Valuation Procedures at or as of any additional time that the Governing Board may deem to be appropriate, as evidenced by its so doing.

(d) For purposes of calculating the Investment Value, the amount of any uncertain or contingent Investment Liability shall be deemed to be equal to the amount of the reserve, if any, against such Investment Liability that has been approved from time-to-time by the Governing Board.

(e) For purposes of calculating the Investment Value, if the value of any part of the Investment Property is uncertain, the value of such part of the Investment Property shall be deemed to be equal to the amount determined from time-to-time by the Governing Board.

(f) A Participant's balance can also be adjusted as provided in section 2.7 hereof.

2.5. Payments

(a) Subject to the terms and conditions of the Agreement:

(i) each Participant shall have the right from time-to-time to request, in accordance with the Payment Procedures, the payment of it, or on its behalf, of any amount (rounded to the nearest whole cent) that is less than or equal to its balance at the time that payment is made pursuant to such request; and

(ii) upon the receipt of any such request, the requested amount (rounded to the nearest whole cent) shall be paid out of the Investment Property to, or on behalf of, such Participant.

(b) Subject to the terms and conditions of this Agreement, the Governing Board may from time-to-time, in its discretion, pay to a Participant out of the Investment Property any amount (rounded to the nearest whole cent) that is less than or equal to such Participant's balance at the time payment is made.

(c) Whenever any payment is made to or on behalf of any Participant out of the Investment Property, such Participant's balance shall be reduced by the amount of such payment.

2.6. Suspension of Requests; Postponement of Payments

(a) Each Participant agrees that the Governing Board may, without prior notice, temporarily suspend the Participants' right to request payments out of the Investment Property or postpone the time or date of payment for requests already made for the whole or any part of any period (i) during which trading in the securities generally on the New York Stock Exchange or the American Stock Exchange or the over-the-counter market shall have been suspended or minimum prices or maximum daily changes shall have been established on such exchange or market; (ii) a general banking moratorium shall have been declared by Federal or New York state authorities; or (iii) there shall have occurred any outbreak or material escalation of hostilities or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it, in the judgment of the Governing Board, impracticable (a) to dispose of the Investment Property because of the substantial losses which might be incurred or (b) to determine the Investment Value in accordance with the Valuation Procedures. Each Participant shall be immediately notified by telephone or telegraph in the event that such a suspension or postponement is commenced. Such a suspension or postponement shall not itself directly alter or affect a Participant's Balance. Such a suspension or postponement shall take effect at such time as is determined by the Governing Board, and thereafter, there shall be no right to request or receive payment until the first to occur of: (a) the time at which the Governing Board declares the suspension or postponement at an end, such declaration to occur on the first day on which the period specified in clause (i) or (ii) above shall have expired and (b) the end of the first day on which the Governing board no longer reasonably believes that the period specified in clause (iii) above is continuing. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement.

(b) Each Participant and the State Comptroller will receive immediate notification of any event or circumstance that may require a deferral of distributions or may cause investment losses not anticipated by the Investment Policy and of any other material adverse event relating to the investments made under this Agreement.

2.7. Records - The Governing Board shall, or shall cause the Administrator to, collect and maintain for three years (or such longer period as may be required under any applicable laws) written records of all transactions affecting the Investment Property or the balances including but not limited to: (a) contributions by and payments to or on behalf of Participants; (b) acquisitions and dispositions of Investment Property; (c) pledges and releases of collateral securing the Investment Property; (d) determinations of the Investment value; (e) adjustments to the Participants' balances; and (f) the current balance for each Participant. There shall be a rebuttable presumption that any such records are complete and accurate.

2.8. Confirmation - Each Participant shall receive written confirmation of each contribution made by or distribution made to the Participant no later than the following business day after the contribution or distribution occurs.

ARTICLE III

The Lead Participant

3.1. Term - The Lead Participant shall continue to serve as Lead Participant until it resigns pursuant to this Article III, it withdraws from this Agreement pursuant to Section 7.3 hereof, or this Agreement is amended (pursuant to Section 11.2 hereof) to name a new Lead Participant.

3.2. Resignation - The Lead Participant may resign as Lead Participant only upon giving at least ninety days' written notice of such resignation to the Governing Board.

3.3. Function

(a) Monies to be invested pursuant to this Agreement and the investments made pursuant to this Cooperative Investment Agreement shall be held in the custody of the Lead Participant on behalf of all Participants. Monies or investments held in the custody of the Lead Participant shall not be commingled with other monies or investments of the Lead Participant.

(b) The Lead Participant shall at all times employ as Custodian a bank or trust company that qualifies under applicable New York Law as a custodian for investments of Participants and has been approved by both the Governing Board and the board of the Lead Participant. The Lead Participant may also authorize the Custodian to employ one or more Sub-Custodians from time-to-time that qualify under applicable New York Law as custodians for investments of Participants and have been approved by the Governing Board.

3.4. Lead Fiscal Officer - The Lead Participant shall perform any and all of its duties under this Agreement through the Lead Fiscal Officer, and every decision made or action taken by the Lead Fiscal Officer in the name of the Lead Participant shall be for and on behalf of the Lead Participant acting on behalf of all the Participants. The Lead Participant hereby expressly authorized the Lead Fiscal Officer to take such actions in the name of and on behalf of the Lead Participant as he shall deem to be in the best interests of the Participants taken as a whole. In addition to any requirements under the applicable Laws, the Governing Board may require the Lead Fiscal Officer to be bonded upon such terms as it deems appropriate.

ARTICLE IV

The Governing Board

4.1. General

(a) This Agreement shall be administered by a Governing Board. The numerical membership of the Governing Board shall be not less than ten percent of the total number of Participants in the Agreement as of April first of each year provided, however, that in no event shall the numerical membership be less than three except in those instances where this Agreement has only two Participants in which event the membership of the Governing Board shall be two; and provided further that in no event shall the numerical membership of the Governing Board be more than fifteen. All Governing Board members shall be Chief Fiscal Officers of Participants or such other officers or employees of Participants having knowledge and expertise in financial matters.

(b) A quorum of the Governing board members must be present to transact any Governing Board business. Two-thirds of the membership shall constitute a quorum. To transact any business or exercise any power, the Governing Board shall act by a majority vote of the members present at any meeting at which a quorum is in attendance. A member of the governing Board may designate a representative to attend meetings, vote, or otherwise act on his or her behalf. The Governing Board shall meet at least quarterly at dates and times to be established by the Governing Board.

(c) All Governing Board members must have an appropriate bond or undertaking in an amount to be determined by the Governing Board. The cost of such bond or undertaking shall be deemed to be an expense incurred by the Governing Board in administering the investments made pursuant to this Agreement.

(d) No Governing Board member may receive compensation for service as a Governing Board member but may be reimbursed for actual and necessary expenses incurred in the performance of his or her official duties as a Governing Board member.

4.2. Terms and Election of Governing Board Members - Of the initial Governing Board members, one-third shall serve one year terms, one-third shall serve two year terms, and one-third shall serve three year terms. Thereafter, all Governing Board members shall serve three year terms. An annual election shall be held for those members whose terms have expired. The election of the initial Governing Board members shall be held eighty five days after the date on which the participants enter into this Agreement. Thereafter, the Governing Board shall establish an annual date for the election. All Participants shall be given at least thirty days' notice of an election and the opportunity to vote by mail, proxy, or electronic means as defined by the Governing Board. Candidates for Governing Board membership shall be nominated by the Participants they represent.

4.3. Vacancies on the Governing Board - If a member becomes ineligible for office because he or she is no longer the Chief Fiscal Officer or other officer or employee of a Participant; the municipal corporation he or she represents is no longer a Participant in the Agreement; or if for any other reason a member resigns or can no longer fulfill the obligations of membership, then the remaining members of the Governing Board may appoint an eligible Chief Fiscal Officer to fill the vacancy until the next annual election at which time the unexpired term of the vacancy shall be filled in the same manner as all Governing Board member positions.

4.4. Powers and Responsibilities of the Governing Board

(a) The Governing Board shall have the following powers and responsibilities: (i) administering all aspects of this Agreement; (ii) entering into those contracts deemed appropriate to assist in the management of the Agreement; (iii) monitoring compliance with the investment policy established under this Agreement; (iv) monitoring compliance with the maturity limitations established under this Agreement; (v) monitoring compliance with the reporting and disclosure requirements established under this Agreement; (vi) testing the investments made pursuant to this Agreement at least once a month for sensitivity to changes in interest rates; (the Governing Board shall adopt a testing methodology that is reasonably designed to reliably quantify the effect of a change in interest rates on the market value of the investment portfolio); (vii) to secure an Irrevocable Letter of Credit in an amount sufficient to cover any potential losses as quantified pursuant to the testing described in part (vi) of this paragraph, the cost of such Irrevocable Letter of Credit to be deemed an expense incurred by the Governing Board in administering the investments made pursuant to this Agreement; and (viii) should the Governing Board obtain a rating from a nationally recognized statistical rating organization, such rating and any subsequent changes therein shall be disclosed to each Participant.

(b) The Governing Board may procure the services of professionals such as an Administrator, Investment Advisor, Independent Auditor, Custodial Bank, and any other professional services it deems appropriate to assist the Governing Board in fulfilling its responsibilities under this Agreement provided that: (i) the professionals who will render such service, individually and collectively, shall meet all qualifications deemed appropriate by the Governing Board; (ii) the procurement of such services shall be in compliance with Section 104-b of the General Municipal Law subject to a request for proposal process at least every three years; (iii) the contracts for such services shall ensure compliance with the requirements of Sections 10 and 11 of the General Municipal Law; and (iv) the charges, fees, and other compensation for any contracted serves shall be clearly stated in written service contracts.

4.5. Delegation of Powers - The Governing Board may delegate the daily responsibilities of making investments decisions pursuant to this Agreement to the Lead Fiscal Officer of the Lead

Participant provided that such delegation shall in no way relieve the Governing Board of its responsibilities under this Agreement and provided further that such Lead Fiscal Officer has an appropriate bond or undertaking, the cost of which shall be deemed to be an expense in administering the investments made pursuant to this Agreement, in an amount to be determined by the Governing Board.

4.6. Investment Powers - The Governing Board is permitted to make Permitted Investments only in accordance with this Agreement. Except as otherwise provided in this Agreement, the Governing Board shall have full authority and power to make any and all Permitted Investments within the limitations of this Agreement that it, in its absolute discretion, shall determine to be advisable and appropriate as evidenced by its so doing, regardless of whether such investments may be held or retained by trustees or fiduciaries. The Governing Board shall have no liability for loss with respect to Permitted Investments made within the terms of this Agreement, even if such investments were of a character, or in an amount not considered proper for the investment of trust funds by trustees or other fiduciaries.

4.7. Transactions Involving Affiliates - Any provision of this Agreement to the contrary notwithstanding, except to the extent restricted by any applicable Law or the Investment Guidelines:

(a) the Governing Board may approve, enter into, and ratify transactions in which the Investment Advisor is acting as principal;

(b) without limiting the foregoing, the Governing Board may enter into transactions with any Participant, the Investment Advisor, the Administrator, the Custodian or any affiliate, officer, director, employee, or agent of any of the foregoing (except that in no event shall the Governing Board enter into any transaction with any of the officers, directors, employees, or agents of any Participant including but not limited to the Lead Fiscal Officer if (i) each such transaction has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the members of the Governing Board including a majority of the members then in office who are not affiliates of any person (other than the Participants as Participants) who is a party to the transaction and (ii) such transaction is, in the opinion of the Lead Fiscal Officer, as evidenced by a written declaration stating such opinion on terms fair and reasonable to the Participants and at least as favorable to them as similar arrangements for comparable transactions (of which the Lead Fiscal Officer has knowledge) with organizations unaffiliated with the Participants or with the other person who is a party to the transaction;

(c) In the absence of fraud, a contract, act, or other transaction, made, done, or entered into by the Governing Board pursuant to this Agreement (unless entered into with any of the officers, directors, employees, or agents of any Participant including but not limited to the Lead Fiscal Officer) is valid, and no advisor, Participant, affiliate, member of the

Governing Board, officer, employee, or agent of any of the foregoing (including but not limited to the Lead Participant) shall have any liability by reason of one or more of such persons, individually or jointly with others, being a party or parties to, being directly interested in, or being affiliated with such contract, act, or transaction or any party thereto provided that such interest or affiliation is disclosed to the Governing Board and the Governing Board authorizes such contract, act, or other transaction in writing; and

(d) any advisor, Participant, affiliate, officer, employee, or agent of any of the foregoing may, in his personal capacity, or in a capacity as trustee, officer, director, stockholder, partner, member, agent, advisor, or employee of any person have business interests and engage in business activities in addition to those relating to this Agreement, which interests and activities may be similar to those contemplated by this Agreement and may include the acquisition, syndication, holding, management, operation, or disposition of securities, investments, and funds for such person's own account or for the account of other person(s). No person shall have any obligation to present to the Governing Board any investment opportunity that comes to him in any capacity other than solely as advisor, Lead Fiscal Officer, or Participant, even if such opportunity is of a character which, if presented to the Governing Board could be taken by the Governing Board.

4.8. No Borrowing - Neither the Governing Board nor the Lead Participant shall have the power to borrow money or incur indebtedness under this Agreement.

ARTICLE V

Representations and Warranties

5.1. District or Municipal Corporation - Each Participant hereby represents and warrants to the other Participants that it is a municipal corporation or district as such terms are defined in the Act.

5.2. Approvals - Each Participant hereby represents and warrants to the other Participants that this Agreement has been approved by a majority vote of the voting strength of its governing body.

5.3. Hearings, Referenda, and Consents - Each Participant hereby represents and warrants to the other participants that it has, to the extent any general or special law would require it to do so before performing by itself any function, power, or duty that may be performed under this Agreement, held all necessary public hearings, conducted all necessary referenda, and obtained all

necessary consents of governmental agencies and satisfied all other requirements applicable to the making of contracts.

5.4. Execution; Enforceability - Each Participant hereby represents and warrants to the other Participants that it has duly executed this Agreement in accordance with its internal procedures and that this Agreement is binding upon and enforceable against such Participant.

5.5. Accuracy of Certificates - Each Participant hereby represents and warrants to the other Participants that each of the certificates delivered heretofore or hereafter by such Participant pursuant to this Agreement, as of the date specified therein, is true and complete and contains no material misstatements of fact or omissions that render them misleading to the Governing Board or any other Participant.

ARTICLE VI

Covenants

6.1. Source of Contributions - Each Participant covenants that all contributions made to the Investment Property by it shall be from funds that it is permitted, pursuant to the provisions of the statutes, local laws, resolutions, ordinances, charters, code rules, regulations, and agreements applicable to such Participant to invest and otherwise apply in the manner contemplated by this Agreement.

6.2. Truth of Representations - Each Participant covenants that it shall withdraw from this Agreement pursuant to Section 7.3 hereof prior to the time that any of the representations made by it pursuant to Article V hereof ceases to be true.

6.3. Resignation of Lead Participant - The Lead Participant covenants that it shall not resign as Lead Participant except in accordance with Section 3.2 hereof.

6.4. Supplemental Information - Each Participant covenants that if at any time any certificate delivered by it pursuant to this Agreement shall at such time be incomplete or false or contain material misstatements of fact or omissions that render it misleading (including but not limited to changes in incumbent officers), such Participant shall deliver promptly to the Governing Board a new certificate that sets forth the correct information.

6.5. Not a Money Market Fund - No Fund shall be operated at any time by the Lead Participant or the Governing Board under the provisions of any Third Party Agreement as a “Rule 2a-7- like money market fund” as that term is defined in 17 C.F.R. 270.2a-7.

ARTICLE VII

Participants

7.1. General

(a) Each Participant shall have an undivided interest in monies and investments held by the Lead Participant on behalf of the Participants in the proportion that the total amount of contributions made by that Participant bears to the total amount of contributions by all the Participants.

(b) Each Participant shall annually receive, and each prospective participant shall receive prior to their participation in the Agreement, an information statement that shall include the following: (i) a brief history of the Agreement; (ii) a description of the organization and terms of the Agreement including the powers and responsibilities of the Governing Board and the qualifications of any professionals retained under the Agreement; (iii) a description of the investment objectives, policies, and practices contained in the Agreement including those pertaining to liquidity, methodology for determining Participants’ interests, distribution of earnings, and calculation of yield; (iv) a description of the current investments held under the Agreement; (v) a listing of any fees or charges to be incurred by Participants; (vi) a description of the required procedures for initiation and termination of participation in the Agreement; and (vii) such other material statements that the Governing Board in its sole judgment shall determine to be necessary or reasonable to disclose in the Information Statement.

7.2. Admission - Each Participant (including but not limited to the Lead Participant) hereby expressly agrees that any district or municipal corporation (as defined in the Act) can enter into this Agreement and become a Participant upon its: (a) holding any necessary public hearings, conducting any necessary referenda, and obtaining any necessary consents of governmental agencies; (b) approving this Agreement by a majority vote of the voting strength of its governing body; (c) satisfying any other requirements applicable to its making contracts; (d) delivering to the Lead Participant an executed counterpart of this Agreement; and (e) delivering to the Lead Participant a certificate, in a form acceptable to the Lead Participant, to the effect that the requirements of clauses (a) through (c) above have been satisfied and setting forth such other information as the Lead Participant may require.

7.3. Withdrawal - Any Participant except the Lead Participant may withdraw from this Agreement at any time upon written notice to the Lead Participant and the Governing Board. The Lead Participant may withdraw only upon at least ninety days' prior notice to all the other Participants. Upon its withdrawal from this Agreement, a Participant shall cease to have any rights or obligations under this Agreement. A notice of withdrawal shall be deemed to constitute a request under the Payment Procedures that an amount equal to the requesting Participant's balance be paid to such Participant. No withdrawal shall become effective until such Participant's balance is equal to zero and until such time, such Participant shall continue to possess all the rights and be subject to all the obligations arising from this Agreement.

7.4. Forced Withdrawal - Any Participant that breaches any covenant contained in Article V hereof or for which any of the representations contained in Article VI hereof ceases to be true shall be deemed to have given a notice of withdrawal pursuant to Section 7.3 hereof immediately upon such breach or cessation but shall not be deemed to have requested the payment of its balance unless and until it either makes an actual payment request or the Governing Board makes a final determination that such a breach or cessation has occurred.

ARTICLE VIII

Statements and Reports

8.1. Market Valuation - The market value of investments made pursuant to this Agreement shall be determined at least monthly and whenever the method of valuation authorized by the Agreement does not accurately reflect the value of Participants' interests in such investments.

8.2. Reports - (i) The Governing Board shall, or shall cause the Administrator to, deliver to all Participants at least once a year a report detailing the following information from the preceding twelve months: (a) the portfolio of investments currently held pursuant to the Agreement including for each investment the market value, time remaining to maturity, interest earned and realized, and unrealized gains and losses; (b) the overall investment results, yield, and weighted average maturity; (c) a list of the fees paid for all professional services procured under the Agreement; and (d) a statement of all other expenses incurred by the Governing Board in administering the Investments made pursuant to the Agreement.

(ii) The Governing Board shall contract to have an independent certified public accountant conduct an annual audit of the activities undertaken pursuant to this Agreement and that audit shall be made in accordance with generally accepted auditing standards. A signed copy of such audit report shall be filed with the Governing Board within ninety (90) days after the close of the period covered

thereby. Copies of such reports shall be mailed promptly to the State Comptroller and to each person who is a Participant at the close of the period covered thereby.

(iii) Each Participant shall receive a monthly statement that sets forth the following information for the preceding month: (a) all activity by the Participant; (b) the value of the Participant's interest under the Agreement at the beginning and end of the month; and (c) an itemization of all investments held under the Agreement as of the end of the month including the market value of each investment as of that date.

ARTICLE IX

The Investment Advisor

9.1. Appointment - The Governing Board is ultimately responsible for making all investment decisions regarding the Investment Property in accordance with the Investment Guidelines. Consistent with the Governing Board's ultimate responsibility as stated herein, the Governing Board may contract with the Investment Advisor. The Investment Advisor may also serve as the Administrator and/or the Custodian.

9.2. Sub-Investment Advisors - The Governing Board may also authorize the Investment Advisor to employ one or more sub-investment advisors from time-to-time. Any sub-investment advisor may perform such of the acts and services of the Investment Advisor and upon such terms and conditions as may be agreed upon between the Investment Advisor and such sub-investment advisor.

9.3. Funds - The Lead Participant shall cause the Custodian to establish a primary fund (the Government Fund) for the investment of Investment Property of the Participants. The Fund shall be invested in Permitted Investments pursuant to the criteria and policies contained in Exhibit A hereto. Notwithstanding anything in this Cooperative Agreement to the contrary, the Investment Advisor may, upon the direction of the Lead Participant and the Governing Board, direct the Custodian to establish other specially designated Funds, in addition to the Government Fund, with specified investment characteristics that may be more limited than the Investment Property but may not be broader. The Investment Advisor, in concert with the Lead Participant, may cause the Custodian to establish any such Funds once the Board and the Lead Participant have approved in writing the investment characteristics of any such Funds. If established, any such Funds shall consist only of Permitted Investments, and the investment characteristics of each such Fund shall be set forth in a separate investment policy made as an exhibit to this Cooperative Agreement titled "Exhibit - A" with the applicable number being inserted in the blank and discussed in an Information Statement to

the Participants. The establishment of such Funds shall be deemed an amendment of this Cooperative Agreement as described in Section 11.2. According to the contribution and reporting procedures set forth in Section 2 and Section 7 hereof, a Participant may direct the Lead Participant to invest its monies in any of the established Funds. The Investment Advisor shall cause each such Fund to maintain accounts and reports separate from any other Fund. The Investment Advisor may cause to be maintained a separate rating on each such Fund. All provisions of this Cooperation Agreement and the Investment Advisor Agreement shall apply to any such Funds.

9.4. Special Subaccounts - Notwithstanding anything in this Cooperation Agreement to the contrary, the Investment Advisor from time-to-time may propose to the Participants that the Participants establish specially designated, individualized subaccounts within any Fund with investment, withdrawal, contribution, or other characteristics different, but no broader, than those set forth in this Cooperation Agreement. Such characteristics may include without limitation certain restrictions on amounts to be deposited, the types of Permitted Investments to be made, and additional administration fees as set forth in the Services Agreement. A Participant in its sole discretion may create such proposed special, individualized subaccounts within any Fund. Any special subaccount that is created pursuant to this Section 9.4 shall be subject to the terms and investment policies set forth in the proposal of the Investment Advisor until the terms governing such special subaccount are amended by the specific Participant with such subaccount. In order to amend such terms, the Participant must provide to the Investment Advisor a special investment policy governing such special subaccount. Such investment policy may not be broader than the Investment Policy of Government Fund attached to this Cooperative Agreement as Exhibit A or if a subaccount is created for a Government Fund, such investment policy may not be broader than the investment policy outlined in the exhibit corresponding to such Government Fund, and in no case shall it be broader than the investment policy contained in Exhibit A hereto. The establishment of such special subaccounts and the amendment of the investment policy for such subaccount shall not be deemed an amendment of the Cooperation Agreement. The Investment Advisor shall calculate the return realized by such special subaccounts separate and apart from the returns realized by other subaccounts maintained for other Participants.

ARTICLE X

The Administrator

10.1. Appointment - The Governing Board is primarily responsible for the general supervision and administration of the Investment Property. However, the Governing Board is not required personally to perform all of the administrative tasks required under the Agreement and, consistent with the Governing Board's ultimate responsibility as stated herein, the Governing Board shall

appoint an Administrator for purposes of this Agreement and may grant or delegate such administrative authority to perform ministerial functions to the Administrator or to any other person the services of whom are obtained by the Administrator, provided that no investment discretion can be delegated to the Administrator. The Governing Board may appoint one or more persons to serve jointly as co-administrators. The Administrator may also serve as the Investment Advisor and/or the Custodian.

10.2. Successors - In the event that, at any time, the Administrator shall resign or shall be terminated pursuant to the provisions of the Services Agreement, the Governing Board may appoint a successor thereto in accordance with Section 11.1 and 11.2.

ARTICLE XI

Amendment and Termination

11.1. Amendment - This Agreement, including the Exhibits hereto, can be amended by the Participants from time-to-time as follows:

(a) A majority of the voting strength of the Governing Board shall adopt a resolution setting forth the proposed amendment and declaring its advisability.

(b) The Governing Board shall promptly, and in any event within five business days, notify each Participant (i) of the terms of the proposed amendment, (ii) of the date on which such resolution was adopted, and (iii) that each Participant has sixty (60) days from the date of the adoption of such resolution by the Governing Board to approve the proposed amendment.

(c) Sixty (60) days after the date of the adoption of such resolution, each Participant shall be deemed to have given notice of withdrawal pursuant to Section 7.3 hereof unless it has theretofore delivered to the Governing Board an executed counterpart of the proposed amendment and a certificate, to be provided by the Governing board, stating that the necessary actions have been taken for the Participant to approve the proposed amendment.

(d) The proposed amendment shall become effective once the withdrawal of every Participant deemed to have given notice of withdrawal under Section 11.1 (c) in connection with the proposed amendment has become effective.

11.2. Streamlined Steps for Certain Amendments - The provisions of Section 11.1 to the contrary notwithstanding, if an amendment is to effect a replacement of the Lead Agent with another Participant consenting to serve as such, or to replace the Administrator or the Custodian,

or to make related changes to the Agreement reasonably necessary or convenient to accommodate the Lead Agent, Administrator, or Custodian (such as, without limitation, changes to responsibilities and compensation) that are, in the determination of the Governing Board, expected to be in the best interest of the Participants (such as creating Funds and instituting further restrictions to Investment Policy) taken as a whole, the procedures of this Section 11.2 shall apply as follows:

(a) A majority of the voting strength of the Governing Board shall adopt a resolution setting forth the amendment and including the identity of any replacement Administrator, the replacement Custodian, or the Participant who is to become Lead Participant and the date upon which such amendment is to become effective. In lieu of establishing such date in the resolution, the Governing Board may delegate the authority to establish such date to the Chair;

(b) The Executive Director shall promptly, and in any event within five (5) business days, notify each Participant of the terms of the amendment and the date on which such resolution was adopted; and

(c) Such amendment shall not become effective until at least thirty (30) days have elapsed since the notification of each Participant. Participants who have not withdrawn by such time shall be deemed to have consented to such.

11.3. Termination

(a) This Agreement may be terminated at any time pursuant to a duly adopted amendment hereto. This Agreement shall terminate automatically if:

- (i) at any time after October 20, 1999, there are fewer than two Participants; or
- (ii) this Agreement is not amended to name a new Lead Participant on or before the day that is immediately prior to the date on which the resignation or withdrawal of the Lead Participant would otherwise become effective.

(b) Upon the termination of the Agreement pursuant to this Section 11.3:

- (i) The Governing Board shall carry on no business in connection with the Investment Property except for the purpose of satisfying the Investment Liabilities and winding up its affairs in connection with the Investment Property;
- (ii) The Governing Board shall proceed to wind up its affairs in connection with the Investment Property, and all of the powers of the Governing Board, Lead Participant, the Lead Fiscal Officer, and the advisors under this Agreement shall continue until the affairs of the Governing Board in connection with the Investment Property shall have been wound up including but not limited to the power to fulfill or discharge obligations under the Investment Agreements, collect amounts owed, sell, convey, assign, exchange, transfer, or otherwise

dispose of all or any part of the remaining Investment Property to one or more persons at public or private sale for consideration that may consist in whole or in part of cash, securities, or other property of any kind, discharge or pay Investment Liabilities, and do all other acts appropriate to liquidate its affairs in connection with the Investment Property; and

(iii) After paying or adequately providing for the payment of all Investment Liabilities, and upon receipt of such releases, indemnities, and refunding agreements as the Governing Board deems necessary for its protection, the Governing Board may distribute the remaining Investment property, in cash or in kind or partly in each, among the Participants according to their respective proportionate balances.

(c) Upon termination of this Agreement and distribution to the Participants as herein provided, the Governing Board shall execute and lodge among the records maintained in connection with this Agreement an instrument in writing setting forth the fact of such termination, and the Governing Board, Lead Participant, Lead Fiscal Officer, Participants, and advisors shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all Participants hereunder shall cease and be canceled and discharged provided that Section 2.7 hereof shall survive any termination of this Agreement.

(d) If this Agreement is terminated pursuant to Section 11.3 (a) (ii) hereof, the resignation and/or withdrawal of the Lead Participant shall be postponed until the instrument contemplated by Section 11.3 (c) hereof has been executed and lodged among the records maintained in connection with this Agreement.

ARTICLE XII

Miscellaneous

12.1. Governing Law - This Agreement is executed by the Participant and delivered in the state of New York and with reference to the laws thereof and the rights of all parties and the validity, construction, and effect of every provision hereof shall be subject to and construed according to the laws of the state of New York.

12.2. Counterparts - This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument that shall be sufficiently evidenced by and such original counterpart.

12.3. Reliance by Third Parties - Any person dealing with the Governing Board shall be entitled to rely upon a certificate executed by a person who, according to the records maintained hereunder, appears to be a Governing Board member with respect to any of the following matters: (i) the number or identity of advisors or Participants; (ii) the identity of the Lead Participant or the Lead Fiscal Officer; (iii) the due authorization of the execution of any instrument or writing; or (iv) the existence of any fact or facts which in any manner relate to this Agreement.

12.4. Provisions in Conflict with Law - The provisions of this Agreement are severable and if any one or more of such provisions (the Conflicting Provisions) are in conflict with any applicable laws, the Conflicting Provisions shall be deemed to have never constituted a part of this Agreement, and this Agreement may be amended pursuant to Section 11.1 hereof to remove the Conflicting Provisions provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted (including but not limited to selection of the Lead Participant, election of Governing Board members, and the designation of advisors) prior to the discovery or removal of the Conflicting Provisions.

12.5. Gender; Section Headings

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction, or effect.

12.6. No Assignment - No Participant may sell, assign, pledge, or otherwise transfer any of its rights or benefits under this Agreement to any other person, and any purported sale, assignment, pledge, or other transfer shall be null and void.

12.7. No Partnership - Notwithstanding any provision hereof to the contrary, this Agreement does not constitute an association of two or more persons to carry on as co-owners a business for profit, and none of the Participants intends this Agreement to constitute a partnership or any other Investment venture or association. Furthermore, none of the Participants has any authority hereunder to personally bind or act as agent for another Participant in any manner whatsoever, except to the extent, if any, expressly provided elsewhere herein.

12.8. Construction of Powers - In construing the provisions of Section 4.4 hereof, the presumption shall be in favor of a grant of power to the Governing Board. The Governing Board shall not be required to obtain any court order to deal with the Investment Property.

12.9. Notice - Unless otherwise specified in this Agreement, all notices required to be sent under this Agreement: (a) shall be in writing, (b) shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his address as it appears on the records maintained by the Governing Board or via electronic mail and NYCLASS website posting, and (c) shall be deemed to have been given on the day of such mailing or posting.

IN WITNESS WHEREOF, the Lead Participant has caused this Agreement to be executed in its name and on its behalf as of the date first written above.

Lead Participant

By Reinhold J. Tischler

Name: R. Tischler

Title: Mayor, Village of Potsdam

EXHIBIT A

This Investment Policy restricts the New York Cooperative Liquid Assets Security System (NYCLASS) portfolio to the following and such other investments as may be authorized in the future for Participants under state law:

- Any security issued by, fully guaranteed by, or for which the full credit of the United States Treasury is pledged for payment.
- Obligations of the state of New York.
- Obligations issued pursuant to section 24.00 or 25.00 of the local finance law (with the approval of the State Comptroller) by any municipality, school district, or district corporation not participating in the Cooperative.
- Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in the state of New York, collateralized in accordance with the provisions of General Municipal Law, Section 10, or in accordance with all of the following conditions:
 1. The moneys are invested through a bank or trust company located and authorized to do business in New York.
 2. The bank or trust company arranges for the deposit of moneys in certificates of deposit in one or more banking institutions, as defined by section nine-r of the banking law, for the account of NYCLASS.
 3. The full amount of the principal and accrued interest of each such certificate of deposit must be insured by the Federal deposit insurance corporation.
 4. The bank or trust company acts as custodian for NYCLASS with respect to such certificates of deposit issued for the NYCLASS account.
 5. At the same time that NYCLASS's moneys are deposited and the certificates of deposit are issued for the account of NYCLASS, the bank or trust company receives an amount of deposits from customers of other financial institutions equal to or greater than the amount of the moneys invested by NYCLASS through the bank or trust company.
- Special time deposits may be maintained only with, and certificates of deposits may be purchased only from, credit-worthy banks and trust companies.

- Repurchase agreements and tri-party repurchase agreements with member banks of the Federal Reserve System and/or dealers in U.S. Government Securities that have a short term issuer credit rating (actual or imputed) of at least 'A-1' by S&P Global Ratings.

No more than 25% of the portfolio may be invested overnight with any one counterparty, unless the counterparty is rated 'A-1+' by S&P then no more than 50% of the portfolio may be invested overnight with such a counterparty.

A Master Repurchase Agreement (e.g. The Bond Market Association standard agreement, 1996 version) and applicable NYCLASS annexes must be signed by all parties and on file prior to executing any transaction.

Tri-party repurchase agreements are permissible with NYCLASS Board approved counterparties and third party custodians (acting for both the party and the counterparty). Written tri-party custodian agreements (in addition to The Bond Market Association 1996 standard repurchase agreement) must be signed by all parties and on file prior to executing any transaction. Tri-party repurchase agreements shall not exceed thirty (30) calendar days.

Collateral (purchased securities) shall be limited to the following and shall be indicated as such on Schedule 1 'Schedule of Eligible Securities' of the tri-party custodian agreement: U.S. Treasuries (Bills, Bonds, Notes, Strips), GNMA I/II Others-Fixed Rate, and GNMA I/II Others-Adjust Rate.

Term repurchase agreements (TRA) are considered eligible investments under the following conditions:

- For TRAs between two to five business days:
A maximum of 10% of the portfolio with any one dealer.
- For TRAs with maturities of more than five business days:
A maximum of 5% of the portfolio.
- TRAs shall not exceed thirty (30) calendar days.

TRAs shall fulfill all requirements of the 1996 version of The Bond Market Association master repurchase agreement.

The Repurchase Agreements between NYCLASS and the various approved counterparties require that the aggregate market value of all Purchased Securities from any particular counterparty be at least 102% (the Margin) of the aggregate Purchase Price of the Purchased Securities.

The Board recognizes that market fluctuations constantly increase or decrease the value of securities; that there is value in maintaining ongoing positive relationships between NYCLASS and the various counterparties; that accepted practice in the industry allows minor deviations from strict application of margins; and that there is a cost of changing collateral securing repurchase agreements. For those reasons, the Portfolio Manager may use discretion before directing that a counterparty supply additional Purchased Securities until such time as the margin falls below 101.5%. If the aggregate collateral level of the counterparty falls below 101.5%, the Portfolio Manager shall notify the counterparty to provide sufficient additional securities to restore the margin to at least 102%. The portfolio manager will require additional collateral to return the margin to at least 102% on the next business day.

- The maximum final maturity per fixed rate security fully guaranteed by or for which the full credit of the United States Treasury is pledged for payment is 13 months (397 days).
- The maximum final maturity per floating rate security fully guaranteed by or for which the full credit of the United States Treasury is pledged for payment is two years (762 days).
- The weighted average maturity to reset cannot exceed 60 days.
- The weighted average maturity to final cannot exceed 120 days.

Executed on: June 6, 2018

**BE IT ENACTED BY THE
TOWN BOARD OF THE
TOWN OF PITTSFORD
AS FOLLOWS:
LOCAL LAW NO. __ OF 2020:
THE ADOPTION OF PROPOSED LOCAL LAW NO. __ OF 2020:
AMENDING “ARTICLE VIII. DEMOLITION PERMITS” OF “CHAPTER
64. BUILDING CONSTRUCTION AND MAINTENANCE” OF THE
TOWN OF PITTSFORD MUNICIPAL CODE**

Sec. 1 _____ Title

This Local Law shall be known as Local Law No. __ of 2020: Amending “Article VIII. Demolition Permits” of “Chapter 64. Building Construction and Maintenance” of the Town of Pittsford Municipal Code.

Sec. 2 _____ Amendment to Existing Law

The Pittsford Town Code, Article VIII of Chapter 64, shall be amended to read as follows:

Chapter 64 – Building Construction and Maintenance

Article VIII – Demolition of Buildings; Board Review and Permit Required

[§ 64-41. Purpose.](#)

The Town of Pittsford contains structures of historic and/or architectural merit, or which otherwise contribute beneficially to the character of the Town and the neighborhood in which such buildings stand. These structures are or may be threatened by development pressures. The Town wishes to provide for public notice and board review before any such structures are demolished.

[§ 64-42. Demolition permit required; Board review and permit required; Board review exemption.](#)

A. Demolition permit required. No person may partially or substantially demolish any structure within the Town of Pittsford which requires a building permit to construct without the issuance of a demolition permit by a Code Enforcement Officer. For purposes of this article, the term “substantially demolish” means the demolition of 50% or more of an affected structure’s existing coverage (the ground area covered by any roofed part of the structure, including cantilevers but excluding roof eaves), as determined by a Code Enforcement Officer.

B. Board review and permit required. No person may substantially demolish any non-exempt structure on the list of inventoried structures within the Town of Pittsford without the review and approval of a demolition permit application by the Design Review and Historic Preservation Board, and the issuance of a demolition permit by a Code Enforcement Officer authorizing such demolition. For purposes of this article, a “structure on the list of inventoried structures” means a structure on a list of inventoried structures adopted by the Town Board which generally meets the criteria for potential designation as a

landmark, taking into consideration the results of any survey conducted by the Design Review and Historic Preservation Board.

C. Board review exemption. Structures which are not on the list of inventoried structures, or which, in the sole discretion of a Code Enforcement Officer, are seriously damaged by fire, storm, or other calamity, or are in such poor condition so as to constitute a threat to health, safety, or general welfare, or both, are exempt from board review for a demolition permit.

§ 64-43. Procedure.

A. Application. Any person seeking Town permission to substantially demolish any non-exempt structure within the Town of Pittsford shall complete and furnish to the Code Enforcement Official an application on a form created by the Town Building Department and providing such information so as to allow the Design Review and Historic Preservation Board to evaluate the negative impacts to the neighborhood, Historic District, potential Historic District and Town, of the proposed demolition. At a minimum, all applications must include color photographs of the existing structure's exterior elevations, as well as interior photos that represent the current condition of the structure. A site visit including the inside of the structure, which includes a least one Design Review and Historic Preservation Board member and a Town of Pittsford Code Enforcement Officer must occur prior to a decision on the application. Any proposed replacement structure must be presented to the Board with drawings or plans showing both the existing and proposed structure's façade elevations and clearly identifying all new construction and labeling all materials as new or existing. Additional information may be required by the Town Planning Department or the Design Review and Historic Preservation Board as deemed necessary to determine conformity with Town regulations and with the spirit and intent of this article. Such information may include, but is not limited to, floor plans, site plans, grading plans, landscaping plans, demolition/development procedures, site restoration plans, and the identification of all zoning variances required for any proposed replacement structure.

B. Notice and Hearing. Within thirty (30) days from receipt of a complete application, the Design Review and Historic Preservation Board shall hold a public hearing on the application. Notice of the hearing shall be given by newspaper publication and by Town website posting.

C. Standards and Decision. Within forty five (45) days of the commencement of a public hearing on the application, the Design Review and Historic Preservation Board shall decide in writing to approve, with or without conditions, or to disapprove the demolition application, upon express consideration of the following standards: 1) the need or reasons for the proposed demolition; 2) the description of the replacement structure or use (if no replacement structure or use is proposed, the restoration plan for the site); 3) the historic and architectural significance of the structure, and the effect of demolishing the structure and rebuilding a replacement structure is expected to have on the character of the neighborhood and community including a historic district if the building stands within such a district and including any potential historic district as identified in the Town's most recent Historic Resource Survey Update; and 4) information derived from the public hearing. Any approval, with or without express conditions, shall be conditioned on compliance with Town and State code provisions regulating demolition activities. Upon approval of the application and compliance with Town and State code provisions regulating demolition activities, a Code Enforcement Officer shall promptly issue the

demolition permit. If a decision is not reached in 45 days of the commencement of the public hearing the application is considered denied, unless a time extension is granted by the applicant.

D. Appeals. Consistent with the provisions of Article IX of this chapter, an appeal of any decision of the Design Review and Historic Preservation Board regarding a demolition application may be made to the Town Zoning Board of Appeals.

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF PITTSFORD AS FOLLOWS:
LOCAL LAW NO. _ OF 2018: THE ADOPTION OF PROPOSED LOCAL LAW NO. _ OF 2018:
AMENDING “ARTICLE VIII. DEMOLITION PERMITS” OF “CHAPTER 64. BUILDING CONSTRUCTION AND
MAINTENANCE” OF THE TOWN OF PITTSFORD MUNICIPAL CODE

Sec. 1. Title.

This Local Law shall be known as Local Law No. _ of 2018: Amending “Article VIII. Demolition Permits” of “Chapter 64. Building Construction and Maintenance” of the Town of Pittsford Municipal Code.

Sec. 2. Amendment to Existing Law

The Pittsford Town Code, Article VIII of Chapter 64, shall be amended to read as follows: Chapter 64 – Building Construction and Maintenance Article VIII – Demolition of Buildings; Board Reviews and Permit Required

§ 64-41. Purpose. The Town of Pittsford contains structures of historic and/or architectural merit, or which otherwise contribute beneficially to the character of the Town and the neighborhood in which such buildings stand. The overall character of a neighborhood, regardless of whether there are individual structures of historic and/or architectural merit, is also a distinctive feature of the Town and merits preservation. These structures and neighborhood character are or may be threatened by development pressures. The Town wishes to provide for public notice and board review before any structures are demolished that would impact historic and/or architectural resources or diminish the quality of neighborhood character.

§ 64-42. Demolition permit required; Board review and permit required; Board review exemptions.

A. Demolition permit required. No person may demolish, or demolish more than 50% of, any primary structure or barn within the Town of Pittsford which requires a building permit to construct, without issuance of a demolition permit by a Code Enforcement Officer. The requirement for demolition review shall be cumulative, and shall apply to all applications for demolition following the adoption of this article that, when combined, would result in demolition of more than 50% of any non-exempt structure within any two-year period.

B. Board review. A demolition permit may only be issued following review of a demolition permit application by the Planning Board in those cases where the demolition is necessary as part of a site plan approval or by the Design Review and Historic Preservation Board in all other cases, the approval of the application by such Board, and the issuance of a demolition permit by a Code Enforcement Officer authorizing such demolition.

C. Board review exemptions.

1. Dilapidated structures. Structures which, in the sole discretion of a Code Enforcement Officer, are dilapidated by neglect over time, seriously damaged by fire, storm, or other calamity, or are in such poor condition so as to constitute a threat to health, safety, or general welfare, are exempt from board review for a demolition permit.

2. Minor structures. The following structures are exempt from any board review for a demolition permit: 1) temporary structures; 2) appurtenant structures which are less than 180 square feet in size, including but not limited to, sheds, tree houses, decks, and patios, recreational equipment or pools of any size, and fences of any length which are not part of an enclosure surrounding a swimming pool or not subject to review for a certificate of appropriateness under Article XXX of Chapter 185 herein.

§ 64-43. Procedure.

A. Application. Any person seeking Town permission to demolish more than 50% of any non-exempt structure within the Town of Pittsford, shall complete and furnish to the Town Planning Department an application on a form created by the Town Planning Department and providing such information so as to allow the Board reviewing the application as specified in §64-42(B) to determine whether the standards set forth in this section have been met, and such other information as the Board specified in §64-42(B) may reasonably require to assist in its deliberations.

B. Application Requirements. Applications must include information necessary to allow the board as specified in §64-42(B) review the building proposed to replace the demolished structure, if applicable. At a minimum, all applications must include color photographs of the existing structure's exterior elevations, as well as interior photos that represent the current condition of the structure. A site visit including the inside of the structure, which includes at least one member of the Board reviewing the application as specified in §64-42(B) and a Town of Pittsford Code Enforcement Officer must occur prior to a decision on the application. Any proposed replacement structure must be presented to the Board with drawings or plans showing both the existing and proposed structure's facade elevations and clearly identifying all new construction and labeling all materials as new or existing. Additional information may be required by the Town Planning Department or the Board reviewing application as specified in §64-42(B) as deemed necessary to determine conformity with Town regulations and with the spirit and intent of this article. Such information may include, but is not limited to, floor plans, site plans, grading plans, landscaping plans, demolition/development procedures, site restoration plans, and the identification of all zoning variances required for any proposed replacement structure.

C. Referral. Upon determination by the Town Planning Department that the application is complete, it shall promptly refer the complete application to the Design Review and Historic Preservation Board and the Planning Board for their review. The public hearing and approval will be conducted by the board as specified in §64-42(B). In cases where the application is reviewed by the Planning Board, the Design Review and Historic Preservation Board will have twenty (20) days from receipt of the application to render any comments or recommendations concerning the approval or disapproval of the application, relying on the standards set forth in this section. If the structure is deemed by the Design Review and Historic Preservation Board to have potential historic or architectural significance, the application may not be approved until a review under §185-195.3 is completed. In cases where the application is reviewed by the Design Review and Historic Preservation Board, the Planning Board will have twenty (20) days from receipt of the application to render any comments or recommendations concerning the approval or disapproval of the application, relying on the standards set forth in this section.

D. Notice and Hearing. Within thirty (30) days from receipt of a complete application, the Planning Board or Design Review and Historic Preservation Board, as specified in §64-42(B), shall hold a public hearing on the application. Notice of the hearing shall be given by newspaper publication, by Town website posting and by posting of a sign at the subject premises. Notice also shall be given by mail to residents whose properties are within 300 feet of the nearest point of the property lines of the structure subject to demolition.

E. Standards and Decision. Within thirty (30) days of the closing of a public hearing on the application, the Design Review and Historic Preservation Board or Planning Board, as specified in §64-42(B), shall decide in writing to approve, with or without conditions, or to disapprove the demolition application, upon express consideration of the following standards: 1) the need or reasons for the proposed demolition; 2) the description of the replacement structure or use (if no replacement structure or use is proposed, the landscape plan for the site); 3) the historic and architectural significance of the structure, and the effect of demolishing the structure and rebuilding a replacement structure is expected to have on the character of the neighboring community including but not limited to a Historic District if the building stands within such a district and including any potential Historic District as identified in in the Town’s most recent Historic Resource Survey Update, and 4) information derived from the public hearing. The Board shall consider information derived from the public hearing. Any approval, with or without express conditions, shall be conditioned on compliance with Town and State code provisions regulating demolition activities. Upon approval of the application and compliance with Town and State code provisions regulating demolition activities, a Code Enforcement Officer shall promptly issue the demolition permit.

F. Appeals. Consistent with the provisions of Article IX of this chapter, an appeal of any decision of the Board reviewing the application as specified in §64-42(B) regarding a demolition application may be made to the Town’s Zoning Board of Appeals.

G. Effective Date. This code takes effect on January 1, 2021.

MEMORANDUM



To: Pittsford Town Board

From: Cheryl Fleming, Personnel Director

Date: May 27, 2020

Regarding: Recommendations for Hiring/Appointment(s)

For Meeting On: June 2, 2020

1. The following employee(s) are recommended as a new hire based on the recommendation of the Functional Coordinator(s) for these areas:

Name	Dept	Position	Rate	Date of Hire
Douglas Connard	Hwy	Seasonal Laborer (Rehire)	\$13.00	06/03/2020

All the proper reviews and background checks have been completed for these candidate(s) and have received appropriate sign off by the Town Board representative.

Name	Dept	Position	Rate	Date of Hire
Douglas Connard	Hwy	Seasonal Laborer (Rehire)	\$13.00	06/03/2020

In the event the Town Board determines that the proposed action should be taken, I move that the subject employees be approved for the date of hire as indicated.

2. The following employee(s) are recommended for a status change and/or salary change due to a change in status.

Name	Position	Reason for Change	Salary	Effective Date
Karen Ward	Dep Rec of Taxes (Appointment)	Retirement Replacement	no change	06/01/2020

Should the Board approve the above recommendations and personnel adjustments, the following resolution is being proposed, RESOLVED, that the Town Board approves the appointment for the following employee(s):

Name	Position	Reason for Change	Salary	Effective Date
Karen Ward	Dep Rec of Taxes (Appointment)	Retirement Replacement	no change	06/01/2020

In the event the Town Board determines that the proposed action should be taken, I move that the subject employee(s) be approved for the date of status change as indicated.