

TOWN OF PENFIELD

3100 Atlantic Avenue, Penfield, NY 14526-9798

TOWN BOARD LEGISLATIVE AGENDA

Wednesday, June 5, 2024 6:30PM

Supervisor Jeff Leenhouts, presiding

- I. Call to Order - Pledge of Allegiance - Roll Call
- II. Communications and Announcements
- III. Community Input Session: Proposed Temporary Brush Drop-off at 2660 Penfield Road
- IV. Public Hearing #1: To Consider Proposed Local Law to Amend Town Code Chapter 11, Article IV (Town of Penfield Residency Exemption Law)
Public Hearing #2: To Consider the Adoption of a Local Law to Reference New FEMA Flood Maps and Studies in Chapter 120
Public Hearing #3: To Consider a Proposed Local Law to Amend Town Code Section 250-5.10 (Four Corners District)
- V. Public Participation
- VI. Additions and Deletions to Agenda
- VII. Approval of Minutes - May 15, 2024
- VIII. Petitions
- IX. Resolutions by Function

Law and Finance

- 24T-105 Authorization to Maintain Properties and Assess the Charges to the 2025 Property Tax Bills
- 24T-106 Authorization for Supervisor to Sign a License and Hold Harmless Agreement to Allow a Fence within a Storm Drainage Easement at 1775 Qualtrough Road
- 24T-107 Authorization for Supervisor to Sign a License and Hold Harmless Agreement to Allow a Fence Within a Drainage Easement at 51 Robert Michaels Run
- 24T-108 Authorization for Supervisor to Sign a License and Hold Harmless Agreement to Allow a Shed and Fence within a Drainage Easement at 173 Rodney Lane
- 24T-109 Authorization for Contract for Legal Services
- 24T-110 Authorize the Supervisor to Sign an Intermunicipal Agreement with the Penfield Central School District
- 24T-111 2024-2025 Property and General Liability and Pollution Liability Insurance Policy Acceptance
- 24T-112 State Environmental Quality Review Act (SEQRA) Review and Determination Associated with the Local Law to Amend the Town of Penfield's Official Zoning Map
- 24T-113 Adopting a Local Law to Amend the Town of Penfield's Official Zoning Map

Public Works

- 24T-114 Authorization for Supervisor to Sign a Contract with Beaton Industrial, Inc. for Professional Design and Installation Services Associated with a 10-ton Crane for the New DPW Garage Facility
- 24T-115 Authorization for Supervisor to Sign a Contract with Atlantic Testing Laboratories for Special Inspection (SI) Services for the New DPW Garage Facility

TOWN BOARD LEGISLATIVE AGENDA

24T-116 Town Board Declares Lead Agency and Makes Determination of Significance Pursuant to State Environmental Quality Review Act (SEQRA) for a Monroe County Road Sidewalk Project

24T-117 Town Board Declares Lead Agency and Makes Determination of Significance Pursuant to State Environmental Quality Review Act (SEQRA) for the Proposed Use of Penfield Central School District Property for Brush Drop-off at 2660 Penfield Road

Public Safety - None

Community Services - None

- X. Old Business
- XI. New Business
- XII. Executive Session
- XIII. Next Meeting: July 3, 2024
- XIV. Adjournment

This meeting will be video recorded and broadcast LIVE via the town's website www.penfield.org and the Town's Government Access Cable Channel 1303.

Questions regarding video coverage contact Penfield TV at (585) 340-8661.

PENFIELD TOWN BOARD RESOLUTION NO. 24T- 105 DATE : June 5, 2024

BY Councilperson Lee

Law and Finance Committee

NAME Authorization to Maintain Properties and Assess the Charges to the 2025 Property Tax Bills

WHEREAS, on December 16, 2015, the Town Board of the Town of Penfield adopted a resolution to enact Local Law #3 of 2015 entitled “A LOCAL LAW TO PROVIDE FOR THE CODIFICATION OF THE LOCAL LAWS, ORDINANCES AND CERTAIN RESOLUTIONS OF THE TOWN OF PENFIELD INTO A MUNICIPAL CODE TO BE DESIGNATED THE CODE OF THE TOWN OF PENFIELD; and

WHEREAS, the purpose of the Code of the Town of Penfield includes, among other things, to provide for the safety, health protection and general welfare of persons and property in the Town of Penfield by requiring the maintenance of all such properties within the Town; and

WHEREAS, the property owners of:

108 Beacon Hills SBL#109.05-2-52	124 Beacon Hills Dr. S. SBL#109.05-2-48
1347 Creek St. SBL# 093.19-2-4	50 Jackson Rd. Ext. SBL#124.02-1-34
39 Lone Oak Cir. SBL# 109.03-1-100	43 Longworth Dr SBL# 108.11-2-4
59 Random Knolls SBL# 125.03-4-31	

have failed to maintain the subject properties in accordance with the applicable code requirements, which is resulting in concerns for the safety, health protection and general welfare of surrounding persons and properties; and

WHEREAS, the town staff has continually requested the maintenance of the subject properties by the owners thereof with no result:

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Penfield hereby authorizes the Building/Code Compliance Inspector to have the properties appropriately maintained; and

BE IT FURTHER RESOLVED, that the Town Board further authorizes that the cost of said maintenance and any necessary subsequent maintenance during the 2024 season also be charged to the 2025 property tax bill for the subject properties.

Moved: _____

Seconded: _____

Vote:

Berry	_____
Lee	_____
Leenhouts	_____
Ockenden	_____
Teglash	_____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-106

DATE:06/05/2024

BY: Councilperson Lee

COMMITTEE: Law and Finance

NAME: Authorization for Supervisor to Sign a License and Hold Harmless Agreement to Allow a Fence Within a Storm Drainage Easement at 1775 Qualtrough Road – SBL#123.08-1-6.005

BE IT RESOLVED, that the Town Board of the Town of Penfield hereby authorizes the Supervisor to sign a License and Hold Harmless Agreement with Igor and Lyudmila Lebed, owners of property of 1775 Qualtrough Road, to permit a portion of a fence to encroach into the Storm Drainage Easement to the Town of Penfield located at 1775 Qualtrough Road in a form and substance acceptable to the Town Attorney.

Moved: _____

Seconded: _____

Vote:	Berry	_____
	Lee	_____
	Leenhouts	_____
	Ockenden	_____
	Teglash	_____

PENFIELD TOWN BOARD RESOLUTION NO.24T-107

DATE:06/05/2024

BY: Councilperson Lee

COMMITTEE: Law and Finance

NAME: Authorization for Supervisor to Sign a License and Hold Harmless Agreement to Allow a Fence Within a Drainage Easement at 51 Robert Michaels Run – SBL#095.03-1-65

BE IT RESOLVED, that the Town Board of the Town of Penfield hereby authorizes the Supervisor to sign a License and Hold Harmless Agreement with Aaron and Martina Barley, owners of property of 51 Robert Michaels Run, to permit a portion of a fence to encroach into the drainage easement to the Town of Penfield located at 51 Robert Michaels Run in a form and substance acceptable to the Town Attorney.

Moved: _____

Seconded: _____

Vote:	Berry	_____
	Lee	_____
	Leenhouts	_____
	Ockenden	_____
	Teglash	_____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-108

DATE:06/05/2024

BY: Councilperson Lee

COMMITTEE: Law and Finance

NAME: Authorization for Supervisor to Sign a License and Hold Harmless Agreement to Allow a Shed and Fence Within a Drainage Easement at 173 Rodney Lane – SBL#109.09-1-63

BE IT RESOLVED, that the Town Board of the Town of Penfield hereby authorizes the Supervisor to sign a License and Hold Harmless Agreement with Philip and Tiffany DiPiazza, owners of property of 173 Rodney Lane, to permit a portion of a shed and fence to encroach into the Drainage Easement to the Town of Penfield located at 173 Rodney Lane in a form and substance acceptable to the Town Attorney.

Moved: _____

Seconded: _____

Vote:	Berry	_____
	Lee	_____
	Leenhouts	_____
	Ockenden	_____
	Teglash	_____

BY: Councilperson Lee

COMMITTEE: Law and Finance

NAME: Authorization for Contract for Legal Services

WHEREAS, the Town desires to continue with the law firm of McConville, Considine, Cooman & Morin, P.C. (the "Firm"), as Counsel to the Town and pay the Firm a retainer for the duties specified and to pay an additional hourly fee for representing the Town in actions and proceedings against various Town Boards, Officials and Employees; and

NOW, BE IT RESOLVED, that the Supervisor is authorized to sign a contract with McConville, Considine, Cooman & Morin, P.C., for six months, ending December 31, 2024 under the following conditions:

1. To be covered by a retainer to be paid in equal monthly installments:
 - a. Attend Town Board, Planning Board and Zoning Board of Appeals meetings as needed and/or requested by the Chairperson/Supervisor;
 - b. Prepare/assist in preparation of resolutions of the Town Board, Planning Board, and Zoning Board of Appeals;
 - c. Assist in ordinance and local law preparation and review.
 - d. Render legal advice to the Supervisor, Town Board, Planning Board, Zoning Board of Appeals, Historical Preservation Board and Conservation Board, and other Town Staff as requested by the Supervisor; and
 - e. Assume all duties of the Town Attorney as set forth in the Code of the Town of Penfield.

2. Additional work may be assigned by the Town Board and/or the Town Attorney. Cases may include tax certiorari, civil service, labor, Article 78/Declaratory Judgment and all court action against Town Boards, officials, and employees.

3. Said fees provided during his term as Town Attorney and this contract shall be approved by the Supervisor.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-110

DATE June 5, 2024

BY: Councilperson Lee

COMMITTEE: Law and Finance

NAME: Authorize the Supervisor to sign an Intermunicipal Agreement with the Penfield Central School District

WHEREAS, the Town of Penfield, wishes to continue obtaining fuel for the Town fleet on an as needed basis from the Penfield Central School District; and

WHEREAS, the Penfield Central School District Transportation Facility includes a fueling depot and the parties have determined that the cooperative use of this fueling will afford mutual advantages in terms of convenience and cost efficiencies; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor is hereby authorized to sign an Intermunicipal Agreement with the Penfield Central School District for the term of July 1, 2024 through June 30, 2025, to be reviewed and approved by the Town Attorney.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-111 DATE: June 5, 2024

BY: Councilperson Lee COMMITTEE: Law and Finance

NAME: **2024-2025 Property and General Liability and Pollution Liability Insurance Policy Acceptance**

Whereas, USI the Town’s brokerage firm worked with the Town’s current carriers, U.S Specialty for Property and Liability insurance, and Beazley for Pollution Liability, to submit proposals for the 2024-2025 policy year, and

Whereas, CIC Group, acting as consultant to the Town, reviewed the proposed renewals from the Town’s current insurance providers, for coverage effective June 1st 2024, and found the terms of the proposals to be in the Town’s best interest,

Now, Be It Resolved that the total insurance quote of \$217,095.77 from USI brokerage firm for coverage with U.S Specialty, Travelers and Beazley is approved as they meet the specifications for the Town of Penfield’s insurance needs for the 2024-2025 insurance year as follows:

INSURANCE TYPE	INSURANCE CARRIER	AMOUNT
Property	U.S. Specialty	\$31,131.00
General Liability	U.S. Specialty	\$60,001.00
Employee Benefits Liability	U.S. Specialty	\$104.00
Emp. Practices Liability	U.S. Specialty	\$8,852.00
Law Enf. Liability	U.S. Specialty	\$3,105.00
Automobile	U.S. Specialty	\$53,338.00
Inland Marine	U.S. Specialty	\$15,331.00
Public Officials	U.S. Specialty	\$8,787.00
Crime	Travelers	\$1,526.00
Umbrella	U.S. Specialty	\$24,329.00
Owners Cont. Protective	U.S. Specialty	\$3,088.00
Pollution	Beazley	\$6,515.63
Other Fees	NYS Motor Vehicle Fee	\$810.00
	NYS Fire Fees	<u>\$174.14</u>

Total: \$217,095.77

Moved: _____

Seconded: _____

Vote: Berry _____
Lee _____
Leenhouts _____
Ockenden _____
Teglash _____

BY: Councilperson Lee

Committee: Law and Finance

NAME State Environmental Quality Review Act (SEQRA) Review and Determination Associated with the Local Law to Amend the Town of Penfield’s Official Zoning Map

WHEREAS, the Town Board of the Town of Penfield wishes to amend the Official Zoning Map to modify zoning district designations on certain parcels, consistent with the recommendations contained in the 2023 Comprehensive Plan Update; and

WHEREAS, the Penfield Town Board was best suited to act as “lead agency” within the meaning of the State Environmental Quality Review Act (SEQRA) and designated itself as “lead agency” pursuant to SEQRA; and

WHEREAS, the action was classified as an unlisted action pursuant to the SEQRA; and

WHEREAS, the Town Board has considered the action, reviewed the Environmental Assessment Form, thoroughly analyzed any relevant areas of environmental concern associated with this action and determined that no significant adverse environmental impacts will result from the foregoing action of adopting the foregoing local law.

NOW, THEREFORE, BE IT RESOLVED, the Town Board makes a negative declaration for the purposes of SEQRA, and authorizes the Supervisor to sign Part 3 of the EAF, thus concluding its environmental review.

Moved: _____

Seconded: _____

Vote:	Berry	
	Lee	
	Leenhouts	
	Ockenden	
	Teglash	

BY: Councilperson Lee

Committee: Law and Finance

NAME Adopting a Local Law to Amend the Town of Penfield’s Official Zoning Map

WHEREAS, the Town Board of the Town of Penfield wishes to amend the Official Zoning Map to modify zoning district designations on certain parcels, consistent with the recommendations contained in the 2023 Comprehensive Plan Update; and

WHEREAS, the Town has reviewed the proposed local law to make the required zoning map amendments, as outlined in Schedule A attached here; and

WHEREAS, this action was determined to be an unlisted action pursuant to the State Environmental Quality Review Act (SEQRA) and the Penfield Town Board determined it was best suited to act as lead agency; and

WHEREAS, the Town Board conducted a public hearing at its regularly scheduled legislative meeting held on May 1, 2024 and received comments and questions from members of the public; and

WHEREAS, the Town Board completed the environmental review and adopted a negative declaration, which concluded SEQRA.

NOW, THEREFORE, BE IT

RESOLVED, AND HEREBY ENACTED BY THE TOWN BOARD OF THE TOWN OF PENFIELD AS FOLLOWS:

Local Law No. 5 of 2024, set forth in attached Schedule A; and

BE IT FURTHER RESOLVED, after its adoption by the Town Board of the Town of Penfield, this local law shall take effect immediately upon its filing with the Office of the Secretary of State of the State of New York.

Moved: _____

Seconded: _____

Vote:	Berry	_____
	Lee	_____
	Leenhouts	_____
	Ockenden	_____
	Teglash	_____

PENFIELD TOWN BOARD RESOLUTION NO. 24T- 114

DATE: June 5, 2024

BY: Councilperson Ockenden

COMMITTEE: Public Works

NAME: Authorization for Supervisor to sign a contract with Beaton Industrial, Inc for Professional Design and Installation services associated with a 10-ton crane for the new DPW garage facility

BE IT RESOLVED, that the Supervisor is hereby authorized to sign a contract, not to exceed \$157,650.00 for services with Beaton Industrial, Inc, to provide professional design and installation services for a 10-ton crane in the new DPW garage facility at 1607 Jackson Road. This resolution and the proposal submitted by Beaton Industrial, Inc shall constitute the contract. This agreement to be reviewed and approved by the Town Attorney.

BE IT FURTHER RESOLVED, the Town Board approves appropriation of \$157,650.00 from the Assigned General Fund Balance as an amendment to the 2024 budget for these services.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T- 115

DATE: June 5, 2024

BY: Councilperson Ockenden

COMMITTEE: Public Works

NAME: Authorization for Supervisor to sign a contract with Atlantic Testing Laboratories for Special Inspection (SI) services for the new DPW garage facility

BE IT RESOLVED, that the Supervisor is hereby authorized to sign a contract, not to exceed \$88,955.00 for professional services with Atlantic Testing Laboratories, to provide Special Inspection (SI) services for the new DPW garage facility at 1607 Jackson Road. This resolution and the proposal submitted by Atlantic Testing Laboratories shall constitute the contract. This agreement to be reviewed and approved by the Town Attorney.

BE IT FURTHER RESOLVED, the Town Board approves appropriation of \$88,955.00 from the Assigned General Fund Balance as an amendment to the 2024 budget for these services.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. [24T-117](#) DATE: [June 5, 2024](#)

BY: [Councilperson Ockenden](#)

COMMITTEE: [Public Works](#)

Town Board Declares Lead Agency and Makes Determination of Significance Pursuant to State Environmental Quality Review Act (SEQRA) for the Proposed Use of Penfield Central School District Property for Brush Drop-off at 2660 Penfield Road (Tax ID: 126.03-1-10)

WHEREAS, the Town of Penfield is considering the use of 2660 Penfield Road ("the Property") to serve as a future location for brush drop-off for the Town of Penfield; and

WHEREAS, the owner of the Property, the Penfield Central School District, is amenable to considering an Inter-Municipal Agreement ("agreement") with the Town to utilize a portion of the property for brush drop off and allow the Town to make required modifications associated with said use; and

WHEREAS, based on the proposed size of the Town's utilization area(± 4.5 acres), this action has been determined to be a Type I action under the State Quality Environmental Review Act (SEQRA), pursuant to [6 NYCRR §617.4 \(b\) \(6\) \(i\)](#) and required a coordinated review among involved and interested agencies; and

WHEREAS, Town of Penfield Town Board declared its intent ~~initiate~~ to serve as lead agency pursuant to the requirements of SEQRA; and

WHEREAS, Town staff circulated the Town Board's intent to serve as lead agency to involved and interested agencies, in conformance with the requirements of the state law. All required written responses received by the Town affirmed the Town Board's intent to serve as lead agency; and

WHEREAS, the Town Board has considered the action, carefully reviewed the Parts 1, 2 and 3 of the Full Environmental Assessment Form (attached) thoroughly analyzed any relevant areas of environmental concern associated with this action and determined that no significant adverse environmental impacts will result from the foregoing action.

NOW, THEREFORE, BE IT RESOLVED, the Town Board formally declares itself Lead Agency, makes a negative declaration for the purposes of SEQRA, authorizes the Supervisor to sign Part 3 of the EAF, and instructs staff to file the Negative Declaration with the NYSDEC, thus concluding the environmental review.

Moved: _____

Seconded: _____

Vote: Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

AGREEMENT BETWEEN
TOWN OF PENFIELD
AND
PENFIELD CENTRAL SCHOOL DISTRICT
FOR THE PERIOD OF
JULY 1, 2024 THROUGH JUNE 30, 2025

INTERMUNICIPAL AGREEMENT

This Agreement which shall be deemed to be dated as of the date the last party executed this Agreement, between and among the Town of Penfield, a municipal corporation with offices at 3100 Atlantic Avenue, Penfield, New York 14625, and the Penfield Central School District, having its offices and place of business at 2590 Atlantic Avenue, Rochester, New York 14625 (hereinafter referred to as “the District”).

WITNESSETH:

WHEREAS, the Town of Penfield is desirous of obtaining certain refueling services of its vehicles from the District; and

WHEREAS, the District has a Transportation and Facilities Center which includes a fueling depot (hereinafter “the **Depot**”) at 2075 Five Mile Line Road, in the Town of Penfield, and the parties have determined that the cooperative use of the Depot will afford mutual advantages in terms of convenience and cost efficiencies; and

WHEREAS, the District is willing to allow such vehicular refueling at the Depot; and

WHEREAS, the Town of Penfield has authorized the execution of this Intermunicipal Agreement with the District for the services specified herein; and

WHEREAS, the Board of Education of the Penfield Central School District has authorized execution of this Intermunicipal Agreement with the Town of Penfield for such services.

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties as follows:

1. **SCOPE OF VEHICULAR REFUELING AVAILABILITY.**

A. During the term of this Agreement, the Town of Penfield may purchase fuel for vehicles owned or operated by the Town of Penfield from the Depot. The Town of Penfield is under no obligation to purchase a minimum amount of fuel in any period. The District shall retain the right to prohibit any purchase by the Town of Penfield at any time or times when, in District’s sole discretion, District reasonably determines that any such sale would or might detrimentally affect the availability of fuel to District for District’s vehicles.

B. The District shall not be responsible for providing any personnel to refuel any vehicle and the Town of Penfield shall not at any time request any District personnel to refuel any Town of Penfield vehicle. Any and all refueling of Town of Penfield vehicles will be performed by representatives of the Town of Penfield. No such representative shall refuel any Town of Penfield vehicle until that representative has first been instructed by the District as to the operation of the refueling equipment at the Depot, including unlocking and locking

procedures, and including the written or electronic documentation of fuel purchases (including the amount of each purchase, time and date of each purchase, license plate number of each vehicle refueled, name of the employee performing the refueling, and such other reasonable information as the District may require).

C. The District will undertake reasonable efforts to make the Depot accessible to the Town of Penfield twenty-four (24) hours per day each day of the calendar year, but the District shall, at all times, retain the right to limit or preclude accessibility at any time or times based on weather, security, safety or other concerns as determined in District's sole discretion.

D. The parties agree that the fueling needs of District shall at all times take priority. The Town of Penfield shall at all times cooperate with District to minimize any inconvenience, delay or hindrance to the District in the refueling of District vehicles. The Town of Penfield shall make all reasonable efforts to avoid the use of the Depot at times that would interfere with the needs of the District and shall at no time interfere with or hinder or delay the refueling of any District school bus (or other vehicle used for the transportation of students) or snow clearing or maintenance vehicle. Upon request, the District shall provide the Town of Penfield with schedules or estimates of the known or regularly expected times of refueling of District vehicles.

E. The Town of Penfield acknowledges that the District's priority is its own fueling needs. District shall, however, use reasonable efforts to have available sufficient quantities of regular unleaded gas and diesel fuel to meet the anticipated needs of the Town of Penfield. The Town of Penfield shall supply the District with written estimates of its fuel needs on at least a monthly basis and shall promptly notify District whenever it anticipates that its actual needs will exceed those amounts by five percent (5%) or more. In no event, however, shall District be liable for any costs, damage or expense, including consequential damages, by reason of any failure to have sufficient quantities of fuel on hand or to have the Depot available to the Town of Penfield.

F. The Town of Penfield shall have no responsibility for the maintenance or repair of the Depot except for damage caused by intentional or negligent acts or omissions made by Town of Penfield personnel. The maintenance and repair of the Depot shall otherwise lie solely with the District as the District shall determine in its sole discretion. It is anticipated that the District shall maintain and keep the Depot available for the term of this Agreement, but District shall at all times retain the right, in its sole discretion, to modify or close the Depot for a temporary period or permanently. District shall have no liability whatsoever to the Town of Penfield on account of any modification or closing.

G. In the interest of protecting its own vehicles, the District is expected to protect the fuel tanks and equipment at the Depot from damage and from water infiltration into fuel. It is anticipated that the District shall take reasonable steps in pursuit of such protection, but in no event shall the District be liable to the Town of Penfield on account of any damage resulting from water infiltration into fuel or any malfunction of the Depot equipment. The District shall take reasonable steps to promptly notify the Town of Penfield of

any water infiltration or damage to equipment that it determines may make refueling of vehicles dangerous or unsafe. The Town of Penfield shall immediately notify the District both by telephone and in writing of the discovery of any condition or defect at the Depot that requires repair or warrants investigation.

H. The responsibility and cost of keeping the Depot clear of snow so as to permit access to the Depot shall rest solely with District. The District anticipates using reasonable efforts to clear snow in a reasonably prompt manner so as to maximize accessibility to the Depot, but in no event shall the District be liable to the Town of Penfield on account of the inaccessibility of the Depot due to snow or ice cover or any other condition.

I. All parties shall work cooperatively to implement and use such security measures relating to the use of the Depot as the District may from time to time require.

J. The District represents that it has legal authority to operate the Depot.

K. The Town of Penfield acknowledges that District has disclosed the capacity of the Depot, the District's fueling needs, and the general parameters of the District's times for refueling its vehicles. The Town of Penfield represents that its refueling needs are compatible with the District's capacity, needs, and scheduling, and the Town of Penfield will not request refueling which is inconsistent with that capacity, those needs and that scheduling.

2. **TERM OF AGREEMENT.**

A. The term of this Agreement shall be for a period July 1, 2024 through June 30, 2025. The parties agree to confer with each other before the expiration of the contract term to discuss whether or not the parties mutually wish to renew this Agreement and, if so, with or without modifications.

B. This Agreement shall remain in effect for the term specified in paragraph 2.A. unless it is terminated by either the Town of Penfield or the District upon sixty (60) days prior written notice sent by registered or certified mail to the Town of Penfield or the District, as is appropriate. Notice shall be sent to the respective parties at the addresses set forth at the beginning of this Agreement or at such other address as specified in writing by the party.

C. Upon termination of this Agreement, the District shall have no further responsibility the Town of Penfield or to any other person with respect to the matters covered by this Agreement. Upon termination of this Agreement, the Town of Penfield shall be obligated to pay the District for any and all fuel which it has obtained from the District. Following such payment, the Town of Penfield shall have no obligation to purchase additional fuel from the District regardless of whether or not the District has purchased fuel in anticipation of the Town of Penfield purchasing fuel from District for any time or times.

3. PAYMENT.

A. The District will bill the Town of Penfield on a monthly basis and shall submit a voucher that documents the actual fuel usage and cost per month; the Town of Penfield shall then authorize the payment of said bill which will be paid to the District within thirty (30) days from receipt of the voucher by the Town of Penfield. The voucher, or an accompanying report, will list the actual amount of fuel purchased and the cost per gallon. The District acknowledges that failure to abide by these requirements could result in the delay of payment to the District. The Town of Penfield shall promptly render all reasonable service or assistance requested by the District in connection with the completion of the vouchers and any other paperwork. The Town of Penfield shall approve or take any other action required to process vouchers.

B. The parties acknowledge that the District purchases its fuel from the New York State Contract. The cost of fuel shall be computed separately for regular unleaded gasoline and for diesel fuel (including all additives). The per gallon charge of fuel obtained during any month shall be fixed on the last day of that month. The per gallon charge shall be computed by the District as the average cost per gallon of all fuel delivered to District during that month. The District retains the right, however, in its sole discretion, to instead compute the cost of fuel based on the average cost of fuel delivered to District on a weekly basis. Should the District determine to calculate cost based on a weekly rather than a monthly average basis, the District shall provide the Town of Penfield with written notice (which may be delivered by facsimile) at least forty-eight (48) hours in advance. The Town of Penfield shall pay to the District an amount equal to the cost of fuel for the current period as calculated above plus ten cents (\$.10) per gallon. The Town of Penfield shall not be obligated to make any other payment on account of fuel purchases or use of, or access to, the Depot except in accordance with paragraph 6 of this Agreement.

C. The District shall comply with all reasonable requests by the Town of Penfield to audit records relating to fuel purchases and payments under this Agreement.

4. MODIFICATION/AMENDMENTS.

This Agreement may, pursuant to Section 119-o of the General Municipal Law, be amended, modified, or clarified during the term of this Agreement, but no such amendment, modification, or clarification shall be made except in writing duly executed by the Town of Penfield and the District.

5. INSURANCE.

A. The District shall, at its own expense, procure and maintain during the term of this Agreement a policy or policies of insurance providing for general liability coverage (including, without limitation, contractual liability) with limits of liability in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars

(\$2,000,000.00) aggregate coverage. Upon request, the District shall provide proof of such coverage, including the Town of Penfield as additional insured with respect to its activities under, or in connection with, the matters covered by this Agreement: namely, refueling by the Town of Penfield at the Depot. Such insurance shall not be cancelled or amended without thirty (30) days prior written notice to the Town of Penfield.

B. The Town of Penfield shall, at its own expense, procure and maintain during the term of this Agreement a policy or policies of insurance providing for general liability coverage (including, without limitation, contractual liability) with limits of liability in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate coverage. Upon request the Town of Penfield, shall provide proof of such coverage, including the District as additional insured with respect to its activities under, or in connection with, the matters covered by this Agreement: namely, refueling by the Town of Penfield at the Depot. Such insurance shall not be cancelled or amended without thirty (30) days prior written notice to the District.

C. The District shall not be liable the Town of Penfield for any cost, damage or expense of any kind or nature whatsoever, including, without limitation, consequential damages, incurred as the result of any impurity or contamination of any fuel or of any failure of quality or grade, or mislabeling of any fuel, whether due to any act or omission of District, the supplier of the fuel, the refiner of the fuel, or any other person or entity.

6. MUTUAL INDEMNIFICATION.

The Town of Penfield and the District each agree to indemnify and hold harmless the other from any and all liability in connection with any act or omission with respect to the use of the Depot, refueling, or any other matter arising out of or in connection with this Agreement, including, but not limited to, liability for personal injury, wrongful death or property damage and including costs (including attorneys' fees) of the defense of any claim or action; provided, however, that either party shall have the right, in its sole discretion, to either obtain and provide such defense on its own and to obtain reimbursement from the indemnifying party or to demand that the indemnifying party directly provide such defense. However, neither party shall be required to indemnify the other for any damage or loss arising out of any negligent acts or willful misconduct of the other party.

7. CONTRACTUAL RELATIONSHIP.

The relationship between the District and the Town of Penfield under this Agreement is a contractual relationship between distinct entities, neither controlling nor subservient to the other. The District, its Board members, officers, employees and agents are not, and shall not, hold themselves out to be, or claim to be, officers or employees of the Town of Penfield or make claim to any rights accruing under such capacities. Neither shall the Town of Penfield, its elected or appointed officials, officers, employees and agents hold themselves out to be, or claim to be, officers, employees, or agents of the District or make any claim to any rights accruing under those capacities. This Agreement provides only for access to the Depot and the purchase of fuel and no member, official, officer, employee or agent of any party shall

provide any service with respect to the act of refueling or maintenance or repair of facilities or vehicles to any other party.

8. EXECUTORY NATURE OF CONTRACT.

This Agreement shall be deemed executory only to the extent of the funding available and the Town of Penfield shall not incur any liability beyond the funds annually budgeted therefor.

9. NO ASSIGNMENT WITHOUT CONSENT.

The parties shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its right, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of either party.

10. AUDIT.

The Town of Penfield shall, upon request of the District, provide the District such documentation, records, information and data and response to such inquiries as the District may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the District and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the District deems necessary to assure or monitor payments to the District under this Agreement.

The District's right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to the District and shall remain in full force and effect for a period of three (3) years after the close of the District's fiscal year in which any funds or payment was received from the County under this Agreement.

11. NON-DISCRIMINATION.

The Town of Penfield agrees that in carrying out its activities under the terms of the Agreement that it shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

12. GENERAL PROVISIONS.

This Agreement constitutes the entire Agreement between the District and the Town of Penfield and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard or reference to its conflict of law principles.

13. **MISCELLANEOUS.**

The Town of Penfield agrees to comply with all confidentiality and access to information requirements in Federal, state and local laws and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the last day and year written below.

TOWN OF PENFIELD

By: _____

PENFIELD CENTRAL SCHOOL DISTRICT

By: _____
Dr. Thomas K. Putnam
Superintendent of Schools

State of New York)
)
Town of Penfield) ss:

On the ____ day of _____ in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
)
Penfield Central School District) ss:

On the ____ day of _____ in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS PUTNUM, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

**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: Creation of a temporary brush drop-off location		
Project Location (describe, and attach a general location map): 2660 Penfield Road, Penfield, New York 14526		
Brief Description of Proposed Action (include purpose or need): The project entails the Town of Penfield entering into an Inter-Municipal Agreement (IMA) to allow the creation of a brush drop-off location for the Town of Penfield. The project involves the Town's use of up to 4.5 acres of the 62-acre parcel, which is owned by the Penfield Central School District. Project components include the widening of the site's existing stone drive stone driveway entrance from Gloria Drive. The widening would require the extension of culvert pipe and infill of the existing swales on either side of the existing entrance. The existing stone driveway into the property will be widened to allow sufficient ingress and egress to the site and proposed brush-drop off location. The existing driveway will be topped with stone as needed and extended up to 200 feet to the brush drop-off and staging area. At the site entrance, an asphalt apron may be added (per the School District's preference). The brush drop-off and staging area, approximately 3 acres in size, will also be comprised of crushed stone or millings and will require the installation of a stormwater management facility (e.g., retention pond). The primary use of the proposed area would be to provide the Town of Penfield with a drop-off location for brush materials only. It would also serve as the site for temporary outdoor storage of Penfield's Department of Public Works (DPW) materials and supplies (e.g., precast catch basins, pipe, stone, spoil material) during the construction of the Town's DPW new facility at its current location (1607 Jackson Road).		
Name of Applicant/Sponsor: Town of Penfield	Telephone: 585-340-8681	E-Mail: engineer@penfield.org
Address: 3100 Atlantic Avenue		
City/PO: Penfield	State: New York	Zip Code: 14526
Project Contact (if not same as sponsor; give name and title/role): Mark Valentine, P.E., Town Engineer	Telephone: 585-340-8645	E-Mail: valentine@penfield.org
Address: same as above		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Penfield Central School District	Telephone: 585(585) 249-5702	E-Mail: tputnam@penfield.edu
Address: P.O. Box 900		
City/PO: Penfield	State: NY	Zip Code: 14526

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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town of Penfield - SEQRA and IMA Authorization	6/5/2024 and 7/3/2024
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Penfield Central School District School Board	June 11, 2024
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources. i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

C. Planning and Zoning

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):
 NYS Heritage Areas: West Erie Canal Corridor

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? Penfield Central School District

b. What police or other public protection forces serve the project site?
Monroe County Sheriffs Office

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

d. What parks serve the project site?
N/A

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)? This will be a municipal operation of a brush collection location for the Town of Penfield

b. a. Total acreage of the site of the proposed action? 61.8 acres
b. Total acreage to be physically disturbed? 4.5 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 61.8 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: 2 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 _____ 0

ii. Dimensions (in feet) of largest proposed structure: _____ 0 height; _____ 0 width; and _____ 0 length

iii. Approximate extent of building space to be heated or cooled: _____ 0 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: Stormwater facility (pond)

ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: stormwater runoff

iii. If other than water, identify the type of impounded/contained liquids and their source.
 NA

iv. Approximate size of the proposed impoundment. Volume: _____ TBD million gallons; surface area: _____ 0.5 acres

v. Dimensions of the proposed dam or impounding structure: _____ 3 foot height; _____ 200 foot length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):
 earthwork (grading and fill to create retention pond)

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): _____ 0 cubic yards, all materials will remain on-site
- 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 _____ 4.5 acres (impervious surface)
 _____ Square feet or _____ 62 acres (parcel size)
 ii. Describe types of new point sources. Impervious surface created by crushed stone and/or millings

 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)?
 Stormwater will be directed to on-site stormwater management facility (pond).

 • 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)
 Delivery vehicles used to deliver brush to the site and equipment utilized to control placement of brush material

 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 Hydrofluorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ 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 ½ 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: _____ 7:30AM - 3:00 PM • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7:30 AM - 3:00 PM • Saturday: _____ 7:30 AM - 3:00 PM (occasional) • 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: _____ 0 tons per _____ year (unit of time)
- Operation : _____ 3750 tons per _____ year (unit of time)

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

- Construction: Not applicable _____
- Operation: Brush, branches and trees will be dropped off and then be chipped into mulch and provided to residents as a give-back for reuse in flower beds, gardens and other landscaped areas of residents' properties.

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

- Construction: Not applicable _____
- Operation: All solid waste from the brush, branches and trees will be converted to a reusable resource once it is chipped into mulch and provided to the residents for reuse on their properties.

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): inactive/vacant

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	1.5	3.5	+2
• Forested	48	46.5	-1.5
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	10	9	-1.0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0.5	+0.5
• Wetlands (freshwater or tidal)	2.5	2.5	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• 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? _____ >6.5 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:

Hilton Loam (0-3% slopes)	_____	38.7 %
Hilton Loam (3-8% slopes)	_____	13.0 %
Ontario Loam (3-8%)	_____	48.3 %

d. What is the average depth to the water table on the project site? Average: _____ 1.7 feet

e. Drainage status of project site soils: Well Drained: _____ 48.3 % of site
 Moderately Well Drained: _____ 51.7 % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 100 % 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 Unnamed Classification 3-12-3-4a
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name PFO1E Approximate Size 1.3 Acres
- Wetland No. (if regulated by DEC) Riverine, R4SBC

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: _____
 Note: Thomas Creek was recently designated a 303-d waterbody by the NYSDEC. The EAF Mapper did not reflect this in the form output generated.

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: Principal Aquifer, Primary Aquifer

m. Identify the predominant wildlife species that occupy or use the project site: _____
 Deer _____ rabbit _____ wood chucks _____
 squirrels _____ _____ _____

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

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

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

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
 If yes, give a brief description of how the proposed action may affect that use: _____
 Private property surrounding this parcel may be eligible for hunting activities. _____

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

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
 If Yes, provide county plus district name/number: MONRcn6 _____

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

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

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

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? If Yes:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District <i>ii.</i> Name: _____ <i>iii.</i> Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? If Yes:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>i.</i> Describe possible resource(s): _____ <i>ii.</i> Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? If Yes:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>i.</i> Identify resource: _____ <i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ <i>iii.</i> Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? If Yes:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>i.</i> Identify the name of the river and its designation: _____ <i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	<input type="checkbox"/> Yes <input type="checkbox"/> No

F. Additional Information

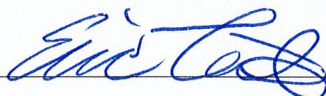
Attach any additional information which may be needed to clarify your project.

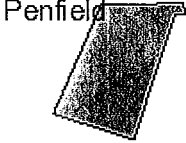
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

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

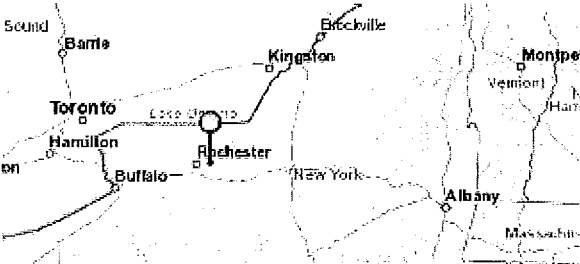
Applicant/Sponsor Name Eric Tait (Town of Penfield) Date 5/9/2024

Signature  Title Director of Public Works



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, Esri, HERE, Garmin, USGS, NPS

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas: West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer, Primary Aquifer
E.2.n. [Natural Communities]	No

E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	MONRcn6
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

Short Environmental Assessment Form

Part 1 - Project Information

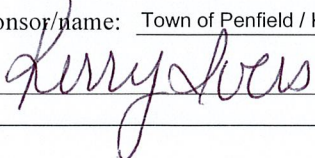
Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
Name of Action or Project: Local Law to Amend the Penfield Zoning Map			
Project Location (describe, and attach a location map): Town of Penfield			
Brief Description of Proposed Action: The Town of Penfield is proposing changes to assigned zoning district classifications to several parcels that were identified in the recently adopted Comprehensive Plan specifically or are in conformance with the recommended zoning modification expressed in the plan. No new zoning classifications or regulations are being proposed as part of the map amendment. This has been classified as an unlisted action.			
Name of Applicant or Sponsor: Town of Penfield		Telephone: 585-340-8642 E-Mail: ivers@penfield.org	
Address: 3100 Atlantic Avenue			
City/PO: Penfield		State: NY	Zip Code: 14526
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3. 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			
4. Check all land uses that occur on, are adjoining or near the proposed action: <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

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

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Town of Penfield / Kerry Ivers</u> Date: <u>April 29, 2024</u>		
Signature: <u></u> Title: <u>Director of Developmental Services</u>		

EAF Part 1 Description – Local Law to Amend the Penfield Zoning Map

The Town of Penfield is proposing changes to assigned zoning district classifications to several parcels that were identified in the recently adopted Comprehensive Plan specifically or are in conformance with the recommended zoning modification expressed in the plan. The following changes are being considered:

Property Address	Current Zoning Classification	Proposed Zoning Classification
27 Terrel Dr	General Business (GB)	Multiple Residence (MR)
1468 Empire Blvd	R-1-12	Limited Business (LB)
1423 Empire Blvd	R-1-20	Town House (TH)
2328 Old Browncroft Blvd	R-1-20	Town House (TH)
Sable Oaks Townhouses	Multiple Residence (MR)	Town House (TH)
Allens Creek Valley Townhouses	Multiple Residence (MR)	Town House (TH)
919		
923		
925		
927 State Rd	RR-1	R-1-20
1226		
1228 Northrup Rd	RA-2	RR-1
1265		
1271 Plank Rd	RA-2	RR-1
2004		
2008		
2012 Fairport Nine Mile Pt Rd	R-1-20	Town House (TH)
2013		
2017		
2021		
2025		
2029 Fairport Nine Mile Pt Rd	R-1-20	Business Non-retail (BN-R)
2033		
2039 Fairport Nine Mile Pt Rd	R-1-20	Limited Business (LB)

No new zoning classifications or regulations are being proposed as part of the map amendment. This has been classified as an unlisted action.

Project:

Date:

***Short Environmental Assessment Form
Part 2 - Impact Assessment***

Part 2 is to be completed by the Lead Agency.

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

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

Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

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

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)



TOWN OF PENFIELD

3100 Atlantic Avenue, Penfield, New York 14526-9798

2024 Zoning Map Amendments SEQRA Part 3 Narrative

The proposed action involves amending the Town of Penfield Zoning Map to assign different zoning district classifications to specified parcels of land within the municipal boundary. There is no development or physical alteration of land proposed as part of this amendment. This is an unlisted action under SEQRA. Although no physical alterations of land are contemplated as part of this action, the evaluation of potential environmental impacts must address the potential impacts that may result from the changes in land use that would result from the changes in zoning classification.

In considering the proposed action, the following potential impacts were considered.

Impacts Related to Adopted Land Use Plan and Zoning

The proposed map amendments conform with the goals and objectives contained in the 2023 Comprehensive Plan. Appendix E of the Comprehensive Plan contained a series of recommended zoning map modifications, which are reflected in the current action. The additional proposed updates to zoning classifications are supported by the recommendations contained in the Comprehensive Plan, including, but not limited to, the following excerpts:

“The Town will continue to make Zoning Map amendments that are consistent with this Plan.” (Future Land Use and Development, page 58)

“New opportunities for higher density residential and/or non-residential development may be accommodated in other areas of Town where redevelopment and infill development opportunities exist. Over the life of the 2023 Plan Update, the Town will utilize appropriate planning tools and monitor market conditions to ensure that future growth and development positively contribute to the overall character and fiscal health of the Town.” (Future Land Use and Development, page 58)

“Greater residential intensities should be encouraged through the use of townhouses or apartment buildings in this area to capitalize on the availability of water and sewer service as well as access to transit.” (Future Land Use and Development, page 60)



TOWN OF PENFIELD

3100 Atlantic Avenue, Penfield, New York 14526-9798

“As a result, this plan supports maximizing the potential of the available commercial land area within the existing commercial activity centers as well as some expansion of the commercial district boundaries.” (Future Land Use and Development, page 61)

Overview of Potential Environmental Impacts

The potential environmental impacts associated with the proposed zoning classification changes will vary widely depending on the location of the properties and the specific zoning change recommended. As a result, the potential environmental impacts have been broken down into categories related to the type of proposed change, with the potential impacts addressed for each category.

Proposed Zoning Changes to Reflect Existing Development and Current Land Use

For the large majority of properties, the proposed district change is intended to reflect the existing scale and density of the already built environment on these properties. In these cases, the change in zoning would make the underlying zoning district more accurate.

Because these properties are already built out, there are no environmental impacts associated with the change in zoning.

Property Address		Current	Proposed
27	Terrel Dr	General Business (GB)	Multiple Residence (MR)
	Sable Oaks Townhouses	Multiple Residence (MR)	Town House (TH)
	Allens Creek Valley Townhouses	Multiple Residence (MR)	Town House (TH)
919 923 925 927	State Rd	RR-1	R-1-20

Proposed Changes in Residential Development Density

Several of the proposed zoning map amendments would modify the type of residential classification assigned to specified properties. These changes were proposed to allow consistency with nearby development patterns and/or they reflect changes in infrastructure that would allow a higher density in residential development.



TOWN OF PENFIELD

3100 Atlantic Avenue, Penfield, New York 14526-9798

1226 1228	Northrup Rd	RA-2	RR-1
1265 1271	Plank Rd	RA-2	RR-1
2328	Old Browncroft Blvd	R-1-20	Town House (TH)
2004 2008 2012	Fairport Nine Mile Pt Rd	R-1-20	Town House (TH)

The above properties are currently vacant. Any future subdivision of land would be subject to the review of the Penfield Planning Board and would require a separate SEQRA review to examine the potential impacts associated with the proposed development. Projects would need to conform with all applicable town and state regulations pertaining to new construction, which will minimize impacts associated with future development of land under the new zoning designation.

Proposed Changes to Non-Residential Development Districts

The following properties have been identified for non-residential district classifications to support future redevelopment goals. The properties are located on major commercial corridors and adjacent to other non-residential districts.

27	Terrel Dr	General Business (GB)	Multiple Residence (MR)
1468	Empire Blvd	R-1-12	Limited Business (LB)
1423	Empire Blvd	R-1-20	Town House (TH)
2013 2017 2021 2025 2029	Fairport Nine Mile Pt Rd	R-1-20	Business Non-retail (BN-R)
2033 2039	Fairport Nine Mile Pt Rd	R-1-20	Limited Business (LB)

In exploring the future environmental impacts associated with these changes the following areas of impact were explored

- Impact to Traffic – Any future significant changes in use or redevelopment of properties would be subject to review by the New York State Department of Transportation. They would determine if the proposed changes require a traffic impact assessment/study, which



TOWN OF PENFIELD

3100 Atlantic Avenue, Penfield, New York 14526-9798

would identify any mitigation measures required to improve traffic and transportation system safety efficiency. Traffic would also be examined through the related SEQRA process associated with any future proposed development. Potential moderate or large adverse impacts would need to be avoided or mitigated in order to conclude the SEQRA process. s permitting

- Impacts to Erosion, Drainage and/or Flooding – No development is contemplated as part of this map amendment. Any future plans for physical alteration of land (e.g., redevelopment, new construction, etc.) would be subject to its own environmental review. Additionally, the future action would need to demonstrate compliance with applicable state and local requirements for erosion control, stormwater management and avoiding impacts to floodplains and floodways. Any special permitting required for these activities would need to be obtained from the corresponding agency.
- Impact to Community Character – No development is contemplated as part of this map amendment. Any future development or redevelopment plans for these parcels would be subject to review by the Planning Board, Town Board and/or Zoning Board of Appeals (ZBA). As part of their review, careful review of the proposed development would ensure that the building and site design were compatible with the character of surrounding developments.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
Name of Action or Project: Penfield Pedestrian Connectivity Project (Sidewalk Installation on portions of Five Mile Line Road, Jackson Road and Plank Road)			
Project Location (describe, and attach a location map): Map Attached			
Brief Description of Proposed Action: The project involves the installation of new sidewalk along portions of three county roads (Five Mile Line Road, Jackson Road, and Plank Road) to create continuous off-street, pedestrian access in this area of the Town of Penfield. The project includes the construction of 14,692 LF (+/-) of 5-foot wide sidewalk, which will require some grading and tree clearing along some segments of the project. This is an unlisted action that is being coordinated with Monroe County.			
Name of Applicant or Sponsor: Town of Penfield		Telephone: 585-340-8645 E-Mail: valentine@penfield.org	
Address: 3100 Atlantic Avenue			
City/PO: Penfield		State: NY	Zip Code: 14526
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: MCDOT Right-of-Way Permit			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		18.1 acres	
b. Total acreage to be physically disturbed?		3.7 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		18.1 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action: <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

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

Project:

Date:

***Short Environmental Assessment Form
Part 2 - Impact Assessment***

Part 2 is to be completed by the Lead Agency.

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

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

Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

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

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

CONTRACTUAL SERVICE AGREEMENT

THIS AGREEMENT, effective the 1st day of July, 2024, at Penfield, New York, by and between the TOWN OF PENFIELD, a municipal corporation with offices at 3100 Atlantic Avenue, Penfield, New York (hereinafter referred to as the “Town”) and the Law firm of McConville, Considine, Cooman & Morin, hereinafter referred to as the “Service Provider” or the “Firm”:

WITNESSETH:

WHEREAS, the Town desires to continue with the law firm of McConville, Considine, Cooman & Morin, PC as General Counsel to the Town and to pay the firm a retainer for the duties specified and to pay an additional hourly fee for representing the Town in actions against various Town Boards, Officials and Employees, said fees to be approved by the Town Supervisor; and

WHEREAS, the Town desires the Scope of Service Provider’s services to include the services previously provided by the Town Attorney;

NOW THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the adequacy and receipt of which each party acknowledges by its signature below, the parties agree as follows:

1. The Firm shall provide legal services to the Town under the terms and conditions set forth herein.
2. **General Retainer**. The following legal services shall be covered by a retainer to be paid in equal monthly installments:
 - a. Attend meetings of the Planning Board, the Zoning Board of Appeals, and the Town Board as needed and/or requested by the Chairperson and Supervisor;
 - b. Prepare and/or assist in the preparation of resolutions of the Planning Board, the Zoning Board of Appeals, and the Town Board;
 - c. Assist in ordinance and local law preparation and review;
 - d. Render legal advice to the Supervisor, Town Board, Planning Board, Zoning Board of Appeals, Historical Preservation Board, Conservation Board, and other Town Staff as requested by the Supervisor; and
 - e. Assume all duties of the Town Attorney as set forth in the Code of the Town of Penfield.

3. **Hourly Retainer.** Additional work as may be assigned by the Town Board and/or the Supervisor and will be paid per hour. Cases may include tax certiorari, civil service, labor, Article 78/Declaratory Judgment and all court actions against Town Boards, officers, and employees.
4. **Term of Agreement.** The term of this Agreement shall be for six months, ending December 31, 2024. This Agreement, however, shall be subject to prior termination by the Town for cause, such as, but not limited to nonperformance of the contractual duties hereinabove described by the Service Provider.
5. **Payment and Reimbursement.** The Town shall pay the Service Provider in equal monthly installments of \$9,500 per month upon receipt of proper voucher. In addition, the Town shall pay **\$195.00** per hour to the Service Provider for any legal work assigned by the Town Supervisor, as the case may be. Payment shall be by monthly voucher, and shall include reasonable and necessary disbursements for filing fees, fees for service of process, and other necessary disbursements.
6. **Nature of Relationship.** The parties agree and acknowledge that the Service Provider is an independent contractor with the Town of Penfield. There shall be no benefits of any kind, which shall accrue to the Service Provider. The Service Provider shall not have the authority to, nor shall it undertake, to bind the Town to any contract, agreement or liability of any nature.

IN WITNESS WHEREOF, the parties have signed this Agreement at Penfield, New York.

Dated: _____

**McCONVILLE, CONSIDINE,
COOMAN & MORIN, P.C.**

TOWN OF PENFIELD

By: _____
Peter J. Weishaar, Esq.
President

By: _____
Jeff Leenhouts, Supervisor

Schedule A

Town of Penfield Local Law # 5 of 2024 Amending the Town of Penfield Zoning Map

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

Section 1. TITLE.

This Local Law shall be known as “Amending the Town Zoning Map to Change Zoning District Designation for Specified Parcels”

Section 2. Legislative Intent and Purpose

The Town of Penfield recently adopted its 2023 Comprehensive Plan Update, which identified recommendations for future Zoning Map amendments to better reflect existing and/or future land use preferences and ensure consistent development patterns. Additionally, Town staff identified proposed district assignments for specific parcels that are in conformance with the goals and recommendations of the Comprehensive Plan Update.

Section 3. Proposed Changes to the Town of Penfield Zoning Map

The identified zoning map amendments are outlined in the summary table below and on the maps attached hereto.

Property Address	Current Zoning Classification	Proposed Zoning Classification	Acres	
27	Terrel Dr	General Business (GB)	Multiple Residence (MR)	0.71
1468	Empire Blvd	R-1-12	Limited Business (LB)	0.5
1423	Empire Blvd	R-1-20	Town House (TH)	9.94
2328	Old Browncroft Blvd	R-1-20	Town House (TH)	7.82
	Sable Oaks Townhouses	Multiple Residence (MR)	Town House (TH)	8.62
	Allens Creek Valley Townhouses	Multiple Residence (MR)	Town House (TH)	76.47
919 923 925 927	State Rd	RR-1	R-1-20	2.01
1226 1228	Northrup Rd	RA-2	RR-1	8
1265 1271	Plank Rd	RA-2	RR-1	15.01
2004 2008 2012	Fairport Nine Mile Pt Rd	R-1-20	Town House (TH)	1.38
2013 2017 2021 2025 2029	Fairport Nine Mile Pt Rd	R-1-20	Business Non-retail (BN-R)	2.62
2033 2039	Fairport Nine Mile Pt Rd	R-1-20	Limited Business (LB)	2.08

Section 4. Effective Date

This local law shall take effect immediately upon filing in the office of the Secretary of State of New York as provided by law.