



July 24, 2023

Mr. Stephen L. Shultz
Town of Henrietta
475 Calkins Road
Henrietta, N.Y. 14467

Dear Mr. Shultz:

Subject: Henrietta Road Apartments Special Use Response to Comments
CEC Project 324-396

On behalf of A.R. Building Company please find below the response to comments to a letter dated January 20, 2023, prepared by the Town of Henrietta. The letter was prepared as a follow up to the public hearing held January 18, 2023, for the Special Use Application SP-2022-051 for 2160 East Henrietta Road.

1. As already communicated, the Town has been unable to locate a recorded easement from the northeast of the Property through the adjacent property(s) on Lalanne Road as indicated in your drawing. Please either provide the Town a copy of said easement or review and advise the Town how storm sewers will be addressed otherwise.

Response: A new easement has been obtained in a similar location and nature as the previously assumed easement located on the south of the property through parcel 162.18-2-15. This easement will allow space for the applicant to install sanitary and stormwater discharge line extensions for connection to existing lines located on Lalanne Road.

A copy of the Easement Agreement has been included in Appendix A.

2. Relative to drainage, please submit a narrative, including references to a map/plan depicting the drainage plans, describing in detail those plans, including how run-off will be collected and directed to a stormwater detention facility that will control and reduce the rate of run-off from the property.

Response: The existing (pre) hydrology of the site causes positive uncontrolled drainage from the west to the east in the form of shallow sheet flow. This results in over 7 acres of drainage directly running from East Henrietta Road to Lalanne Road.

The proposed project will include a stormwater management system. This stormwater management system will be designed as per the Town's ordinance to reduce volume and rate of flow to a specific point of interest downstream by means of infiltration, evapotranspiration as well as mechanical devices like outlet structures calculated to

specific size and elevation. This will result in a significant decrease in sheet flow or uncontrolled drainage to adjacent properties.

The stormwater management system will capture, and control all run off from the proposed development via an underground conveyance system and will reduce the rate and volume to a downstream point of interest all while reducing the uncontrolled drainage from the subject property to down gradient properties along Lalanne Road. It is estimated that the system will result in a 70% reduction of the uncontrolled drainage.

3. Please provide additional information relative to the concerns about displacing wildlife / habitat at the Property, including detailing any habitat that will be preserved.

Response: After an ecological desktop review of the property it has been determined that this area in its current state is less than ideal for native wildlife and would not be considered a pristine environment. The current population has congregated to this area due to displacement from adjacent development the past years. To help maintain the current population improvements to the open space and wooded areas will include:

- *The use of native seed mixes such as ERNMX-183 and ERNMX-127 which are designed to provide native establishment with minimum risk and tolerate low-fertility;*
- *Supplemental wildlife tree plantings beneficial to the existing habitat to improve current areas affected by diseased trees.*

In addition to the improvements to the existing environment the proposed design minimizes impacts to the existing wildlife by:

- *Focusing the development to the open area and minimizing impacts to the dense wooded spaces;*
- *Reducing development footprint by incorporating vertical building vs. horizontal development as recommended in the Town Comprehensive Plan;*
- *Proposing a reduction in parking that will reduce the disturbed area by 15,000 sq. ft.;*
- *Maintaining 2.5 contiguous acres of dense wooded area, this area is more than half of the subject property total area.*

4. Please provide additional information addressing potential impacts to the character of East Henrietta Road, including an architectural rendering of the proposed apartment buildings and the site, as seen from East Henrietta Road.

Response: A rendering is included as Appendix C showing the proposed apartment buildings as seen from East Henrietta Road.

5. Please provide additional information addressing potential visual impacts to the character of the nearby residential neighborhood, such as those homes on Lalanne Road, given that the proposal includes a four-story building. Please include a visual rendering or other such 3D model depicting how the proposed structures would appear from the properties in the Lalanne Road neighborhood.

Response: A rendering is included as Appendix D showing the proposed apartment buildings as seen from Lalanne Road.

6. Relative to unit count and density, please provide a narrative explanation, including addressing the relative Special Use Permit Factors (referenced below), as to why the additional density/units should be permitted and how any potential impacts of the same are resolved.

Response:

- A. Whether the proposed use is substantially consistent in its scale and character with those uses permitted and the existing built permitted uses in the subject zoning district and neighborhood or will otherwise impair such uses due to inconsistency.**

The proposed use aligns more with the permitted uses in the underlying B-2 zoning district than those uses not permitted. The building size would be comparable to Banks, Medical Centers, Offices and Office Buildings as well as Professional Buildings and Nursing Homes, all of which are permitted by right in the B-2 zoning district. The proposed use also meets other requirements of the underlying zoning such as maximum total square footage, developable area, transitional buffers and more.

Furthermore, an apartment building in this location will act as a transitional zone between the single family residential and higher intensity commercial uses in the area.

- B. Whether the proposed use aligns with the vision, goals and recommendations of the Comprehensive Plan and other applicable plans and studies conducted by or on behalf of the Town.**

The proposed development aligns with following Land Use Goals in the Comprehensive Plan:

- By developing vacant land with adequate infrastructure and away from environmentally sensitive, scenic or agricultural lands. (Chapter 3 Section B of the Comprehensive Land Use Plan 2003)***

- *By providing a pedestrian-friendly atmosphere by providing safe crosswalks, and access to public transportation (Goal J2)*
- *By enhancing the appearance of roadways in town by transitioning vacant overgrown land to maintained landscaped areas along E. Henrietta Rd. (Goal J3)*

The development also aligns with multiple items outlined under the Ten Smart Growth principles including taking advantage of compact building design, creating a range of housing opportunities and choices as well as fostering distinctive, attractive communities with a strong sense of place.

- C. Whether the proposed use aligns with the purpose, intent, and applicable design and development standards of the zoning district(s) in which the use is proposed to be located.

The proposed development complies with the guidelines outlined in the zoning ordinance except for one aspect. The applicant is requesting a reduction in parking; Based on A.R. Building Company's experience with similar scale developments operating with sufficient parking, we consider the proposed parking ratio of 1.62 spaces per unit suitable for the proposed project.

- D. Whether the proposed use will be a nuisance in law or in fact due to its being materially noxious, offensive, or injurious by reason of the production of or emission of dust, smoke, refuse, poisonous substances, odors, fumes, noise, radiation, vibration, unsightliness or similar conditions, or will contaminate waters.

The proposed development will not produce any negative affect on the surrounding areas.

- E. Whether the proposed use will create material hazards or dangers to the public or to persons in the vicinity from fire, explosion, electricity, radiation, traffic congestion, crowds, parking of vehicles, or other causes.

The proposed development will not create any hazards or dangers to the public.

- F. Whether the proposed use will create materially adverse impacts that cannot be adequately mitigated, such as to adversely impact natural resources or the environment, agriculture, community services or other areas required to be addressed by the State Environmental Quality Review Act (SEQRA).

The proposed development does not require any impacts to environmentally sensitive areas. One wetland has been delineated on site and can be considered man made in nature as there is no tributary waterway. Discussion with the NYS DEP has determined that this wetland is not part of a larger wetland system and will require no additional

regulation. The proposed development has taken this wetland into consideration during design and has navigated around it to eliminate any impacts to its existing state.

- G. Whether the physical conditions and characteristics of the site are suitable for the proposed use considering site size, configuration, location, access, topography, vegetation, soils, and hydrology for effective stormwater management and, if necessary, the ability to be screened from neighboring properties and public roads.

The proposed use fits well with the existing physical conditions and characteristics of the site. Due to the existing topography of the site, there will be minimal grading efforts and all earthworks will be balanced on site requiring no import or export of material. Also, the grading efforts required for the proposed development will not change the existing drainage or stormwater hydrology of the overall area. With the introduction of the proposed stormwater management system surface runoff that is currently an issue with adjacent properties will be better controlled and will reduce off-site sheet flow.

Results of the geotechnical investigation suggest that the existing soils are conducive of shallow foundations and there is no requirement for deep excavation or deep foundations.

Access to the site will be set at minimum grades and will allow for maximum sight distance. It has been determined that increase in traffic from the proposed use will be negligible and is not a concern to traffic impacts on E. Henrietta Rd. The site will also have a secondary access for emergency vehicles only that will be gated when not in use.

The site is currently wooded, and the proposed development will be constructed using minimal disturbance techniques allowing the existing vegetation along the property boundaries to stay. The applicant is also going to supplement the existing buffer yards with new plantings to replace diseased and dead vegetation. The applicant will also be improving the landscaping along E. Henrietta Rd as per the town ordinance to help improve the overall look along the road.

Overall, this use is conducive to the existing physical conditions and characteristics of the site.

- H. Whether there are adequate public infrastructure, utilities, community facilities and emergency services, either existing or to be provided by the applicant or others, to effectively serve the proposed use. A proposed use shall not create or contribute to an existing inadequacy.

Initial investigation with available utility providers has indicated that there will be no additional strain to the existing infrastructure or surrounding community.

After further investigation the development will improve stormwater issues in this area by managing and controlling approximately 2,040 cubic feet of surface run off that is not currently detained and causing flooding to adjacent properties located on Lalanne Road.

- I. Whether the proposed use will provide, maintain, or enhance, as necessary, safe and efficient vehicular traffic patterns, nonmotorized travel, and pedestrian circulation as well as, where feasible, access to public spaces, parks, recreation, and open space resources.

Following the Department of Transportation guidelines and ultimately approval, the proposed development will not significantly increase general traffic flows within the surrounding area. The proposed development will include sidewalks that connect to the existing sidewalk along East Henrietta Road.

7. Please provide relevant information with regards to traffic, including, for example, correspondence from NY DOT with their opinion on traffic impact, trip generation or other traffic study/analysis, etc.

Response: An email was received by Zachary J. Starke, PE from NY State DOT Region 4 permits that states “Based on the information you have provided me, and our understanding of the site and existing highway, we will not require a traffic impact study for this project.” A copy of this email can be found in Appendix I.

8. Please provide parking data (such as from other facilities you may operate) which justifies the proposed reduced parking requirement, and/or as an alternative, if there is sufficient space on the site plan for more parking, identify an undeveloped area as “Land Banked parking” (outside of any transition buffer), which also could potentially alleviate the need for a parking variance.

Response: The current project proposes a parking ratio of 1.63 spaces per unit or 1.11 spaces per bedroom. The unit breakdown is as follows:

Total Unit and Bedroom Counts					
Building 1		Building 2		Total	
26	1BR	27	1BR	53	1BR
24	2BR	24	2BR	48	2BR
				101	Units
				149	Bedrooms

As shown above, the development is more heavily weighted in 1-bedroom units (53%) than similar scale developments may be. In A.R. Building Company's development experience, a multi-family development comprised of a similar unit mix, of similar scale and in similar locations requires a parking ratio of around 1.5 spaces per unit to function properly and provide enough parking to maintain a high occupancy rate.

Parking ratios from similar developments the Applicant has recently permitted or built are as follows:

- *Evergreen Apartments, Monroeville, PA*
 - *Number of Units – 92*
 - *Number of Bedrooms – 137*
 - *Number of Parking Spaces - 138*
 - *Parking Ratio – 1.50 spaces per unit, .99 spaces per bedroom*

- *Kettle Point, East Providence, RI*
 - *Number of Units – 220*
 - *Number of Bedrooms – 337*
 - *Number of Parking Spaces – 365 spaces*
 - *Parking Ratio – 1.66 spaces per unit, 1.08 spaces per bedroom*

- *Highland Hills, Cumberland, RI*
 - *Number of Units – 180*
 - *Number of Bedrooms – 282*
 - *Number of Parking Spaces – 271 spaces*
 - *Parking Ratio – 1.50 spaces per unit, 0.96 spaces per bedroom*

- *60 Mansfield Road, New London, CT*
 - *Number of Units – 104*
 - *Number of Bedrooms - 121*
 - *Number of Parking Spaces – 165 spaces*
 - *Parking Ratio – 1.59 spaces per unit, 1.36 spaces per bedroom*

- *Auburn Apartments, Auburn, ME*
 - *Number of Units – 102*
 - *Number of Bedrooms - 150*
 - *Number of Parking Spaces – 154 spaces*
 - *Parking Ratio 1.02 spaces per unit, .98 spaces per bedroom*

Based on A.R. Building Company's experience with similar scale developments operating with sufficient parking, we consider the proposed parking ratio of 1.63 spaces per unit suitable for the proposed project.

9. Please provide any relevant data / analysis you may have (such as from other facilities you may operate) with regards to how the Application might impact nearby property values.

Response: Properties near AR Building Company communities increase in value. AR Building Company reviewed property values for two properties: Evergreen Apartments, a 92-unit development in Monroeville, PA, and Kettle Point, a 180-unit development in East Providence, RI. Since the opening of these communities, sold properties in the immediate area have seen prices increase anywhere from 10-50%.

10. Please provide an updated plan which addresses the impacts of potential headlight spillage into nearby residential properties, including, for example the integration of fencing, a berm, etc.

Response: The applicant is proposing a fence to run along the tree line as well as additional plantings along the parking areas to reduce potential impact due to vehicle lights. In addition to the proposed improvements and remaining existing vegetation an elevation difference of 10-12 feet will help reduce any potential impacts. See Appendix E for the landscape plan.

11. Please address how the potential to use the Property as a pedestrian cut through to Lalanne Road will be addressed. If fencing is proposed, please consider how to reduce any impacts on wildlife travel and how the 100-transition buffer will remain.

Response: A fence is proposed along the proposed tree line on the applicant's side of the property to hinder pedestrians from using the property as a cut through. Placing the fence on the applicant's side of the tree line will allow wildlife to move as desired through the preserved open space.

12. Please provide any additional information relative to construction noise, dust, etc. and what efforts might be taken to reduce impacts of the same.

Response: All activities will be conducted within the allotted times outlined in the Town ordinance. Site work will be limited due to the natural topography of the site and the minimal grading efforts required for the development. Any dust that is created during site work will be mitigated by keeping the soils moist during activities, this is a standard control method within the industry. Noise will also be conducted during allowed times while the framing of the buildings is being completed. Because of the vertical approach to the development framing operations will be shorty in time as compared to a more horizontal development with multiple buildings. Once the buildings are out of the weather, the noise will be reduced significantly.

13. Please provide an updated plan that depicts how connectivity between the proposed interior sidewalks and existing street sidewalks will be achieved.

Response: An updated site plan showing connectivity to East Henrietta Road sidewalk via the main entrance of the development has been provided as Appendix F.

14. Relative to emergency access, please provide an access plan showing the turn radii for firetrucks traversing through the parking lots.

Response: An emergency vehicle turning template has been provided in Appendix G. The turning template submitted has been reviewed by the Fire Marshall and includes comments received such as turning radius adjustments as well as building setback from travel lanes.

15. Please provide an updated plan showing the location of the current public hydrants as well as proposed private hydrant(s) that will allow fire suppression for the buildings.

Response: The emergency vehicle turning template provided in Appendix G also shows the existing and proposed hydrant locations with associated 300' proximity as outlined in the ordinance.

16. On November 13, 2022, a letter was received from the NY DEC discussing the application. Please contact the Town Department of Engineering and Planning and provide any additional information requested in the letter and/or further requested by the Town's Department of Engineering and Planning.

Response: Previous discussions with the Town Department of Engineering and Planning regarding a buffer around the delineated wetland resulted in a recommendation to contact NY DEC to determine if the wetland would require such buffer. After discussions with NY DEC, it has been determined that the wetland is not a regulated wetland and would not require a buffer. A request for similar information has been submitted to the Army Corp of Engineers however, we have not received a response at this time. Any response provided by the Corp of Engineers will be provided upon receipt.

17. Please provide a revised EAF utilizing the NY DEC EAF Mapper Tool.

Response: See Appendix F

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Brad Simmons
Project Manger

324-396-Henrietta Special Use RTC-2023-07-23

July 24, 2023

Mr. Stephen L. Shultz
Town of Henrietta
475 Calkins Road
Henrietta, N.Y. 14467

Dear Mr. Shultz:

Subject: Henrietta Road Apartments Special Use Response to Comments
Supplemental Information
CEC Project 324-396

On behalf of A.R. Building Company please find below the response to comments to a letter dated May 1, 2023, prepared by the Town of Henrietta. The letter was prepared as a follow up to the Response to Comments package dated April 28, 2023, in regard to Special Use Permit public hearing held January 18, 2023, for the Special Use Application SP-2022-051 for 2160 East Henrietta Road.

SP-2022-051 Additional Comments from Kevin D. Wilson dated May 1, 2023

1. FCNYS 507.507.1.1 requires that buildings which require standpipes per section 905 FCNYS have a fire hydrant within 100 feet of the Fire Department Connection. FDC locations for all buildings shall be shown as well as hydrant(s) within 100 feet of each.

Response: Proposed fire hydrants have been added to the proposed site layout. Hydrants have been proposed in locations that ensure buildings greater than 50 feet in height are within a 100 feet radius.

2. To reiterate, Aerial Fire Apparatus Access Roads shall have a minimum width of 26 feet not 24 feet as shown on the submitted concept plans. FCNYS (Appendix D, D105.2) Drawing FR01 dated April 2023 still shows the width at 24 feet.

Response: The proposed site layout has been revised to show drive paths with a total width of 26 feet for portions of the circulation that will be used for Aerial Fire Apparatus Access.

3. The dwelling unit density per acre is greater than allowed by code, this requires Town Board approval through the Special Use Process. 295-13E(1)(b).

Response: Acknowledged.

4. Information not supplied: if the building height is over 50 feet, a separate Special Use Permit is required from the Town Board. 295-13D.

Response: The underlying district (B-2) allows for maximum building height of 50 feet. In previous discussions it has been determined that the proposed mean building height is less than 50 feet allowing the proposed buildings to be approved without a separate Special Use Permit.

5. Front setback of 60 feet to buildings and parking areas is required, the south parking area is 55 feet to the East Henrietta Road ROW and will require an area variance from the Zoning Board of Appeals. 295-13E(4).

Response: The south parking area near the entrance of the project has been adjusted and is now outside of the 60 foot front setback.

6. Fire code requires that for projects having buildings over 30 feet in height shall have Aerial Fire Apparatus Access Roads within 30 feet of such buildings. This measurement is to be taken from the main wall of the building that parallels the Aerial Fire Apparatus Access Road. FCNYS.

Response: The buildings have been adjusted to a distance of 30 feet from the main wall to the edge of the drive path that parallels the Aerial Fire Apparatus Access Road.

7. Aerial Fire apparatus Access Roads shall have a minimum width of 26 feet not 24 feet as shown on the submitted concept plans. FCNYS

Response: The Aerial Fire Apparatus Access Roads have been revised to a width of 26 feet on the updated Site Layout.

8. An area variance from the Zoning Board of Appeals is needed for the proposed reduction of the required parking spaces. 295-44A.

Response: Acknowledged.

9. After granting of all required governmental approvals, the applicant must contact the Building and Fire Prevention Office to obtain the proper Building and Operating Permits prior to construction and occupancy, this shall mean to include any new property signage.

Response: Acknowledged.

SP-2022-051 2160 E Henrietta rd. Apartments (email) from Stephen Ersteniuk dated May 1, 2023

1. The provided drawings indicate 4 story apartment buildings. Aside from the proposed sprinkler system, the NYFC 905.3.1 requires a standpipe system for buildings over 30 feet in height.

Response: A note has been added to the revised plans indicating that apartment buildings must include standpipe systems.

2. Because of this height an aerial access road of 26' in width and not 24' as indicated on the drawings is required.

Response: The Aerial Fire Apparatus Access Roads have been revised to a width of 26 feet on the updated Site Layout.

3. This road width is also true where fire hydrants are located. (NYFC Appendix D)

Response: The Aerial Fire Apparatus Access Roads have been revised to a width of 26 feet on the updated Site Layout.

4. This 26' aerial access road must be at least 15' from the front wall of the building but not over 30' (NYFC Appendix D)

Response: The buildings have been adjusted to a distance of 30 feet from the main wall to the edge of the drive path that parallels the Aerial Fire Apparatus Access Road.

5. Would like to see the fire truck turning radius model run on the complex road.

Response: Exhibit FR01 shows the turning template for an Aerial Fire Apparatus.

6. The road marked "Emergency Access" should be at least 20' in diameter.

Response: Assuming the comment is requesting the Emergency Access should be at least 20' wide; the updated site layout has increased the Emergency Access Road from 16' wide to 20' wide.

Sincerely,
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Brad Simmons
Project Manger

Enclosures:

cc:

APPENDIX A
RECORDING PLANS

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Agreement") made and entered into this 19 day of April, 2023, by and between CARRIE A. GIAMBRA, with an address of 16 Rodlea Circle, Henrietta, NY 14623, hereinafter referred to as the "Grantor", and A.R. BUILDING COMPANY, INC., a Pennsylvania corporation, with an address of 310 Seven Fields Boulevard, Suite 350, Seven Fields, PA 16046, hereinafter referred to as the "Grantee".

WITNESSETH THAT:

WHEREAS, Grantor owns a tract or parcel of land situate in the Town of Henrietta, County of Monroe, State of New York, known and described as Lot No. 2 of Suburban Heights, Section 7, as shown on a map thereof made by William S. Lozier, Inc., filed in the Monroe County Clerk's Office in Liber 133 of Maps at Page 76 and as further identified as Tax Account No. 162.18-2-15 (hereinafter referred to as "Grantor's Property"); and,

WHEREAS, Grantee has requested that Grantor grant and convey to Grantee an easement over a portion of Grantor's property for the installation of sanitary sewers, storm sewers, electric lines, water lines, telephone lines, gas lines, and/or any other utilities required by Grantee (hereinafter referred to as the "Easement"); and,

WHEREAS, Grantor is willing to grant to Grantee an Easement over a portion of Grantor's Property pursuant to the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable consideration and intending to be legally bound hereby, Grantor and Grantee hereby enter into this Agreement pursuant to the terms and conditions hereafter set forth:

1. Grantor does hereby grants and conveys unto the Grantee, its successors and/or assigns, a permanent and perpetual Easement over a portion of Grantor's Property as described on Exhibit "A" and shown on Exhibit "B" both of which are attached hereto and made a part hereof for the installation of sanitary sewers, storm sewers, electric lines, water lines, telephone lines, gas lines, and/or any other utilities required by Grantee.

2. Grantee hereby covenants and agrees that Grantee, and/or its successors and/or assigns, shall: (a) be solely responsible for the maintenance, repair and replacement of the aforementioned Easement at its sole cost and expense; and, (b) restore the surface of the land and existing fence, except as hereafter set forth, to the same or similar condition whenever it is disturbed in the exercise of the rights granted hereunder.

3. Grantee, its successors and/or assigns shall at all times have ingress, egress and regress into and upon said Easement.

4. Grantor hereby covenants and agrees not to construct a building or other structure on the Easement or excavate above or place an additional amount of earth over the Easement as it exists as of the date of execution hereof. Grantee, its successors and/or assigns, shall not be responsible for the restoration of any structures and/or encroachments including, but not limited

to, fences, retaining walls, landscaping (other than grass), concrete sidewalks or decorative pavers situate on the Easement.

5. Grantee, its successors and/or assigns shall indemnify and hold Grantor harmless from and against all loss, costs, expenses and liability whatsoever resulting or occurring by reason of Grantee's use of the Easement as provided herein.

6. Grantor represents and warrants to Grantee that she is the lawful owner in fee simple of Grantor's Property and that the Easement is free and clear of liens and encumbrances.

7. Simultaneously with the execution of this Agreement, Grantee shall pay to Grantor the sum of [REDACTED]. On or prior to Grantee, its successors and/or assigns, commencing construction within the Easement, Grantee or its successors and/or assigns shall pay to Grantor an additional sum of [REDACTED].

8. The respective rights and obligations provided in this Agreement shall bind and shall inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

9. This Agreement shall be a covenant running with Grantor's Property and shall be binding upon Grantor and her heirs, successors and or assigns.

WITNESS the due execution hereof and intending to be legally bound hereby, as of the day and year first above written.

WITNESS.





CARRIE A. GIAMBRA

ATTEST:



A.R. BUILDING COMPANY, INC.

By 

Daniel J. Mancosh, President

CONTINUED ON NEXT PAGE

STATE OF ~~MAINE~~ ^{NEW YORK}

COUNTY OF MONROE

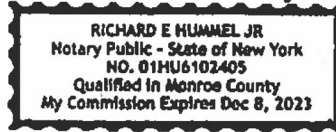
)
)
) SS:

On this, the 19th day of APRIL, 2023, before me, a Notary Public, in and for the State and County aforesaid, the undersigned officer, personally appeared CARRIE A. GIAMBRA, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, avers that she executed and acknowledged the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Richard E Hummel Jr
Notary Public

(My commission expires) Dec. 8, 2023



COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF BUTLER)

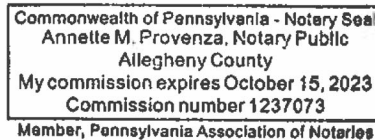
)
) SS:

On this, the 19th day of April, 2023, before me, a Notary Public, in and for the Commonwealth and County aforesaid, the undersigned officer, personally appeared Daniel J. Mancosh, who acknowledged himself to be the President of A.R. Building Company, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and that as such officer he executed and acknowledged the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Annette M. Provenza
Notary Public

(My commission expires) 10/15/23



**DESCRIPTION OF
PROPOSED SANITARY AND STORM EASEMENT
0.013 ACRES
LOCATED TOWN OF HENRIETTA
MONROE COUNTY, NEW YORK**

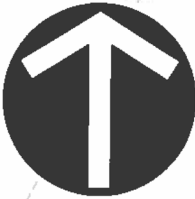
All that certain tract or piece of land located in the Town of Henrietta, Monroe County, New York. Being more fully described as follows:

Beginning at a 1 ¼" found iron pipe, being the southeast corner of parcel 1 as described in Liber 10500 page 390 Thence along the following 4 courses and distances:

1. S 3° 00' 08" W for a distance of 19.87 feet to a point and a non-tangential curve,
2. Thence along said curve to the left have through an angle of 13° 54' 35", having a radius of 85.00 ft, and whose long chord bears S 80° 01' 54" W for a distance of 20.58 feet to a point and non-tangential line,
3. Thence N 33° 12' 13" W for distance of 26.59 ft to a point in the south line of the aforementioned parcel 1,
4. Thence along parcel 1 N 88° 09' 08" E for a 35.89 ft to the place of beginning.

Containing 598.225 sq ft or 0.013 acres.

The above parcel is more particularly described on a figure number 1 entitled, "A.R. BUILDING COMPANY, PROPOSED MULTI-FAMILY, RESIDENTIAL DEVELOPMENT, TOWN OF HENREITTA, MONROE COUNTY, NY" prepared by Civil & Environmental Consultants, Inc., dated March 6, 2023, Project Number 324-396.



NORTH

PARCEL 1
7.014 ACRES
305,529.459 SQ
FT
TM# 162.18-2-4.1
LIBER 10500 PAGE
390

ORIGINAL HENRIETTA WATER DISTRICT
EXTENSION 14 OF THE ORIGINAL HENRIETTA WATER
(SUBDIVISION PLAN OF EAST HENRIETTA COMMONS 2106
EAST HENRIETTA ROAD)

PROPOSED STORM AND
SANITARY SEWER EASEMENT

N/F
GRIMBLE, DANIEL R
TM# 162.18-2-16
DB 12616 PG 285

N/F
GIAMBRA, STEVEN J & ETAL
TM# 162.18-2-15
DB 10045 PG 587

$\Delta=13^{\circ}54'35''$
 $R=85.00'$
 $AL=20.64'$
 $CHL=20.58'$
 $CHB=S 80^{\circ}01'54'' W$

CHAINLINK FENCE

ROW

RODELA CIRCLE

LEGEND

- 560 EXISTING INDEX (MAJOR) CONTOUR
- 558 EXISTING INTERMEDIATE (MINOR) CONTOUR
- EXISTING ADJACENT PROPERTY BOUNDARY
- EXISTING SUBJECT PROPERTY BOUNDARY
- PROPOSED EASEMENT

SCALE IN FEET



Civil & Environmental Consultants of New York, Inc.
908 Niagara Falls Boulevard · North Tonawanda, NY 14120
Ph: 716.930.6080
www.cecinc.com

A.R. BUILDING COMPANY
PROPOSED MULTI-FAMILY
RESIDENTIAL DEVELOPMENT
TOWN OF HENREITTA, MONROE COUNTY, NY

PROPOSED EASEMENT EXHIBIT

DRAWN BY:	BJS	CHECKED BY:	DRAFT	APPROVED BY:	DRAFT	FIGURE NO.:
DATE:	MARCH 6, 2023	DWG SCALE:	1"=30'	PROJECT NO:	324-396	001

APPENDIX B
STORMWATER MANAGEMENT EXHIBITS



NORTH



NORTH

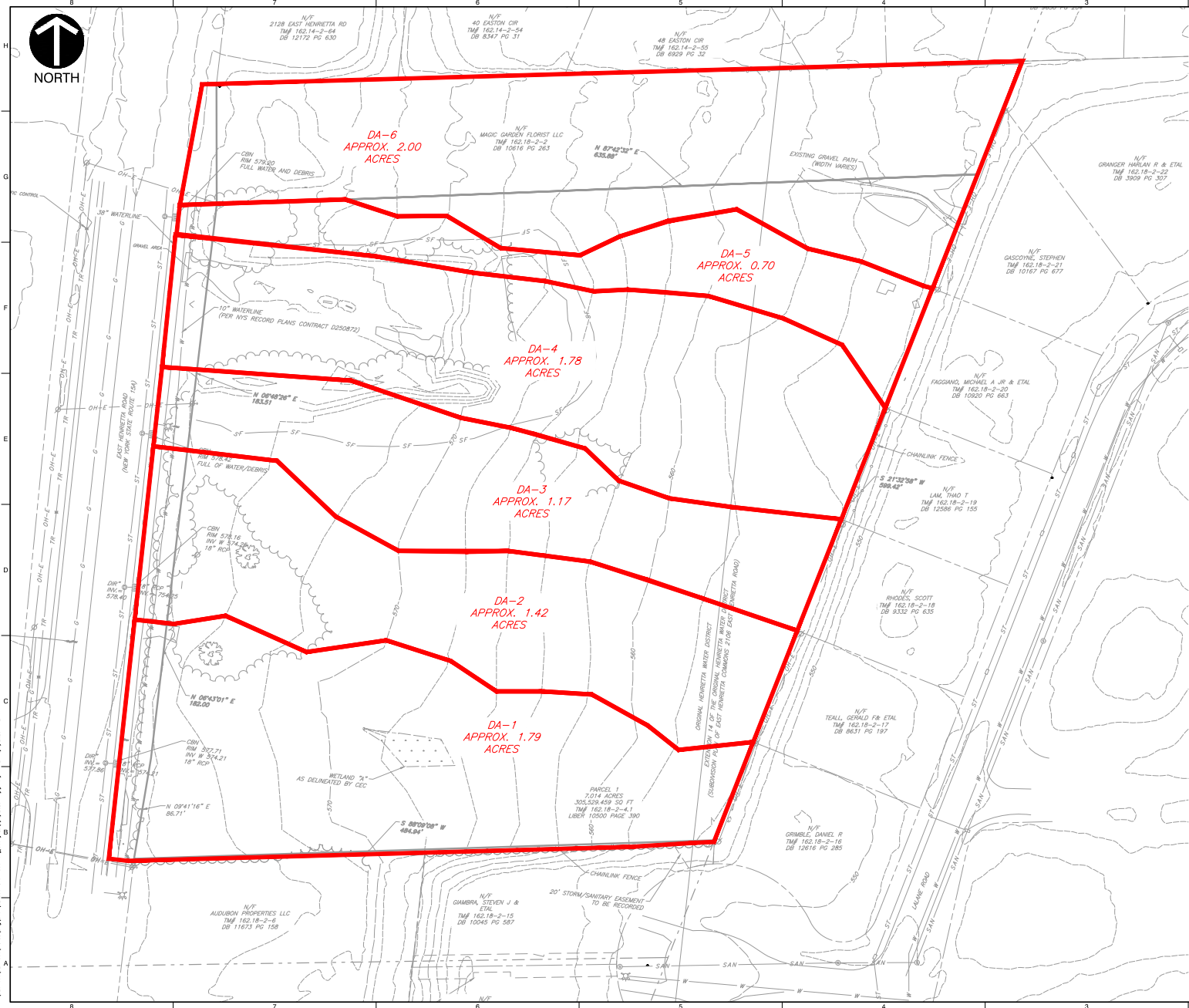


VICINITY MAP
AERIAL RETRIEVED FROM BING MAPS, ACCESSED APRIL 2023
SCALE IN FEET
0 2000 4000

LEGEND

- EXISTING SUBJECT PROPERTY LINE
- EXISTING ADJACENT PROPERTY LINE
- EXISTING EASEMENT
- EXISTING MUNICIPAL BOUNDARY
- EXISTING YARD SETBACK
- EXISTING INDEX (MAJOR) CONTOUR
- EXISTING INTERMEDIATE (MINOR) CONTOUR
- EXISTING CURB
- EXISTING EDGE OF PAVEMENT
- EXISTING TREE LINE
- EXISTING STORM PIPE
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING GAS LINE
- EXISTING OVERHEAD WIRE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING TELEPHONE LINE
- EXISTING UTILITY POLE
- EXISTING STORM MANHOLE
- EXISTING CATCH BASIN
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING GAS METER
- EXISTING TRAFFIC PULL BOX
- EXISTING WETLAND
- TREE CLEARING LIMITS

SCALE IN FEET
0 40 80



NO.	DATE	REVISION RECORD DESCRIPTION

A.R. BUILDING COMPANY
PROPOSED MULTI-FAMILY
RESIDENTIAL DEVELOPMENT
TOWN OF HENRIETTA
MONROE COUNTY, NEW YORK

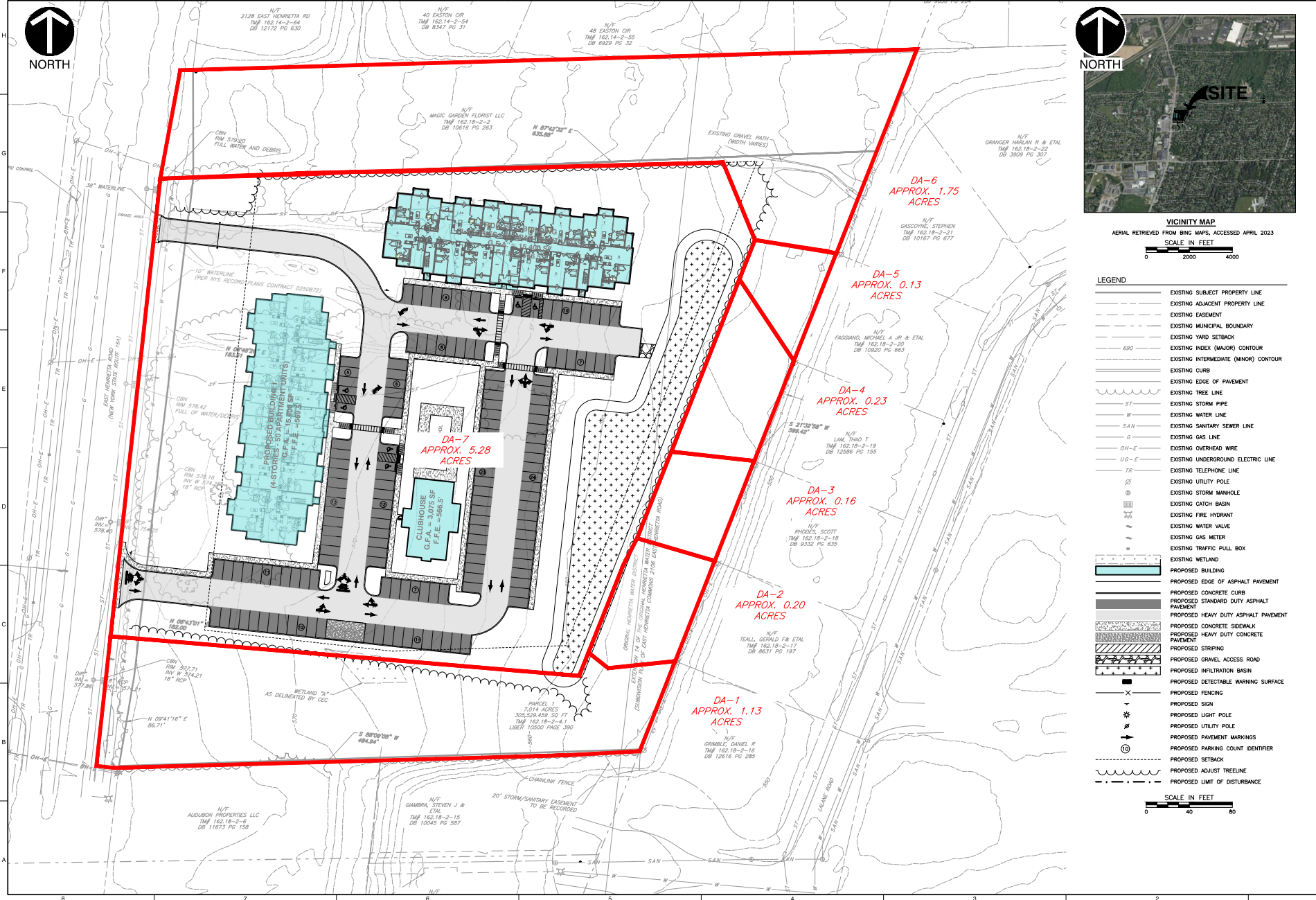
Civil & Environmental Consultants of New York, Inc.
 908 Niagara Falls Boulevard - North Tonawanda, NY 14120
 Ph: 716.930.0000
 www.cenyc.com

PRE-CONSTRUCTION ON-SITE
DRAINAGE AREAS

DATE: AUGUST 2023 DRAWN BY: JPH/DJZ
 DATE SCALE: 1"=40' CHECKED BY: BJS
 PROJECT NO: 254-398
 APPROVED BY:

APPROVED BY:

DRAWING NO. **SU01**



VICINITY MAP
AERIAL RETRIEVED FROM Bing Maps, Accessed April 2023
SCALE IN FEET
0 2000 4000

LEGEND

	EXISTING SUBJECT PROPERTY LINE
	EXISTING ADJACENT PROPERTY LINE
	EXISTING EASEMENT
	EXISTING MUNICIPAL BOUNDARY
	EXISTING YARD SETBACK
	EXISTING INDEX (MAJOR) CONTOUR
	EXISTING INTERMEDIATE (MINOR) CONTOUR
	EXISTING CURB
	EXISTING EDGE OF PAVEMENT
	EXISTING TREE LINE
	EXISTING STORM PIPE
	EXISTING WATER LINE
	EXISTING SANITARY SEWER LINE
	EXISTING OVERHEAD WIRE
	EXISTING UNDERGROUND ELECTRIC LINE
	EXISTING TELEPHONE LINE
	EXISTING UTILITY POLE
	EXISTING STORM MANHOLE
	EXISTING CATCH BASIN
	EXISTING FIRE HYDRANT
	EXISTING WATER VALVE
	EXISTING GAS METER
	EXISTING TRAFFIC PULL BOX
	EXISTING WETLAND
	PROPOSED BUILDING
	PROPOSED EDGE OF ASPHALT PAVEMENT
	PROPOSED CONCRETE CURB
	PROPOSED STANDARD DUTY ASPHALT PAVEMENT
	PROPOSED HEAVY DUTY ASPHALT PAVEMENT
	PROPOSED CONCRETE SIDEWALK
	PROPOSED HEAVY DUTY CONCRETE PAVEMENT
	PROPOSED STRIPING
	PROPOSED GRAVEL ACCESS ROAD
	PROPOSED INFILTRATION BASIN
	PROPOSED DETECTABLE WARNING SURFACE
	PROPOSED FENCING
	PROPOSED SIGN
	PROPOSED LIGHT POLE
	PROPOSED UTILITY POLE
	PROPOSED PAVEMENT MARKINGS
	PROPOSED PARKING COUNT IDENTIFIER
	PROPOSED SETBACK
	PROPOSED ADJUST TREE LINE
	PROPOSED LIMIT OF DISTURBANCE

SCALE IN FEET
0 40 80

REVISION RECORD

NO.	DATE	DESCRIPTION

A.R. BUILDING COMPANY
PROPOSED MULTI-FAMILY RESIDENTIAL DEVELOPMENT
TOWN OF HENRIETTA
MONROE COUNTY, NEW YORK

Civil & Environmental Consultants of New York, Inc.
 908 Niagara Falls Boulevard • North Tonawanda, NY 14120
 www.cenyc.com
 Ph: 716.930.6000

POST-CONSTRUCTION ON-SITE DRAINAGE AREAS

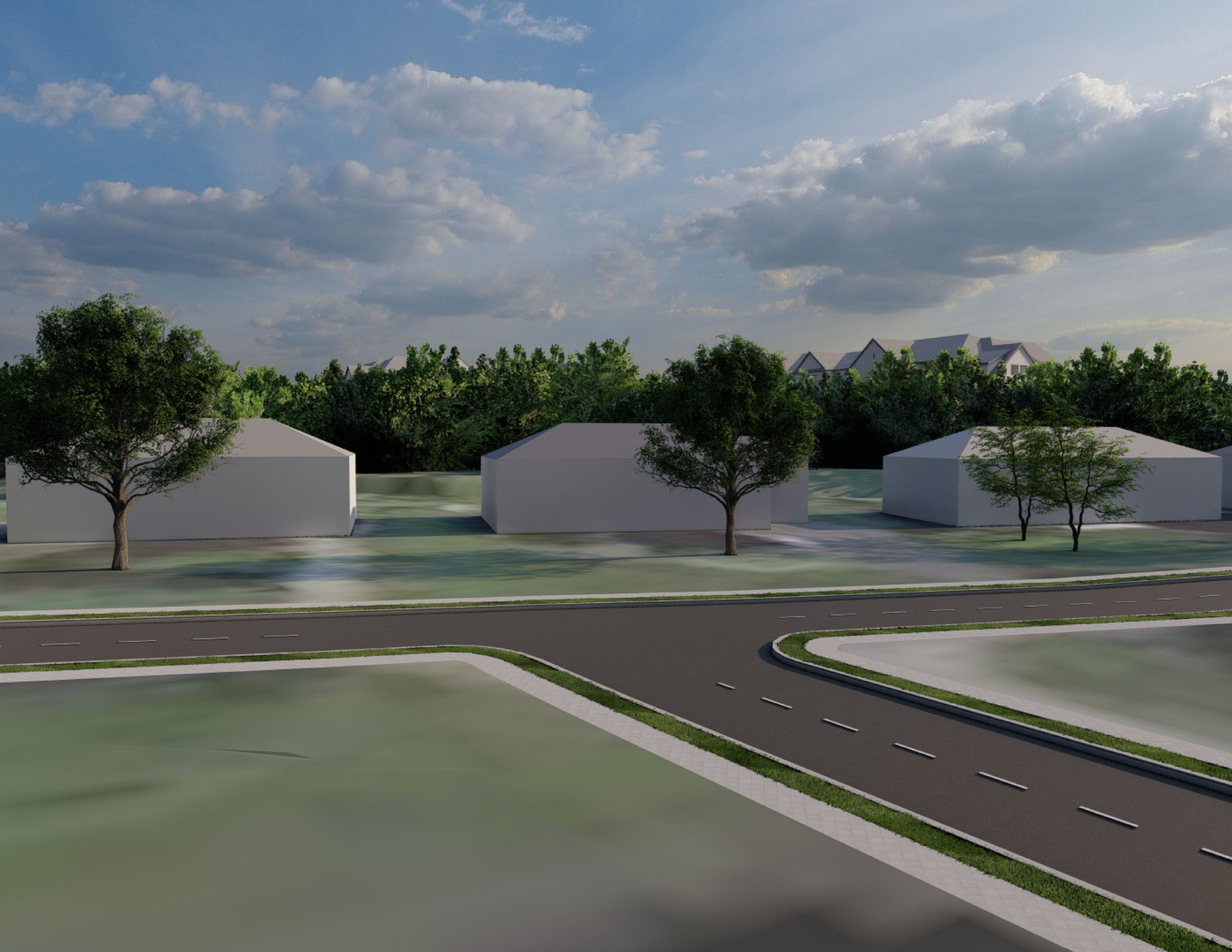
DATE: AUGUST 2023 DRAWN BY: JPH/DJZ
 DWG SCALE: 1"=40' CHECKED BY: BAS
 PROJECT NO.: 254-398
 APPROVED BY: [Signature]

DRAWING NO.: **SU02**

APPENDIX C
RENDERING FROM EAST HENRIETTA ROAD



APPENDIX D
RENDERING FROM LALANNE ROAD



APPENDIX E
LANDSCAPE PLAN

PLANTING NOTES

1. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING AND PROPOSED UTILITY LOCATIONS PRIOR TO INSTALLING ANY PLANT MATERIAL.
2. ALL PLANT MATERIALS SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE CURRENT AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION. ALL PLANTS SHALL BE DELIVERED AS SPECIFIED IN THE PLANT LIST. NO CONTAINER BOUND STOCK WILL BE ACCEPTED IF IT IS ROOT BOUND. ALL ROOT WRAPPING MATERIAL MADE OF SYNTHETICS OR PLASTICS SHALL BE REMOVED ENTIRELY AT TIME OF PLANTING.
3. WITH CONTAINER GROWN STOCK, THE CONTAINER SHALL BE REMOVED AND THE CONTAINER BALL SHALL BE LOOSENED BY SCARIFYING THE SURFACE OF THE BALL VERTICALLY IN THREE LOCATIONS TO ENCOURAGE IMMEDIATE ROOT GROWTH.
4. ALL LOCATION OF TREES AND SHRUBS SHALL BE STAKE ONE DAY PRIOR TO PLANTING INSTALLATIONS, FOR APPROVAL BY THE PROJECT LANDSCAPE ARCHITECT.
5. ALL PLANTS SHALL BE SET PLUMB UNLESS DIRECTED OTHERWISE.
6. ALL SHRUB BEDS AND PLANTING AREAS SHALL RECEIVE MINIMUM 2" DEPTH OF SHREDED HARDWOOD MULCH AS SPECIFIED.
7. DO NOT HEAVILY PRUNE TREES AT PLANTING. INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED; HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
8. ALL PLANTS SHALL BE WATERED THOROUGHLY TWICE DURING THE FIRST 24 HOUR PERIOD AFTER PLANTING. ALL PLANTS (INCLUDING PORTABLE DRIP IRRIGATION SYSTEMS AROUND TREES) SHALL THEN BE WATERED WEEKLY, AT A MINIMUM, DURING THE FIRST GROWING SEASON.
9. ALL TREES SHALL RECEIVE A PORTABLE DRIP IRRIGATION SYSTEM DURING THE FIRST GROWING SEASON.
10. ALL PLANTING BEDS SHALL BE EXCAVATED TO A MINIMUM DEPTH OF 2'. PLANTING BEDS SHALL RECEIVE SPECIFIED PLANTING SOIL MIXTURE TO A MINIMUM DEPTH OF 2'.
11. MULCH SHALL NOT CONTAIN ANY PLANT SYSTEMS.
12. THE CONTRACTOR SHALL INSTALL TREE AND BACKFILL THE HOLE WITH SPECIFIED PLANTING SOIL MIXTURE COMPACTING IN 8" LIFTS TO ENSURE THE SOIL IS FIRM AND PROVIDES SUPPORT FOR THE TREE.
13. PLANTING AREAS SHALL NOT BE GRADED TOWARD PVIOUS PAVEMENT.

TREE STAKING NOTES

1. TREES SHALL NOT BE STAKED UNLESS DIRECTED BY OR WITH THE APPROVAL OF LANDSCAPE ARCHITECT.
2. ALL STAKES SHALL BE DRIVEN OUTSIDE THE EDGE OF THE ROOT BALL.
3. STAKES SHALL BE REMOVED AT THE END OF THE FIRST ENTIRE PLANTING SEASON AFTER PLANTING.
4. TIGHTEN WIRE OR CABLE ONLY ENOUGH TO KEEP IT FROM SLIPPING. ALLOW FOR SOME TRUNK MOVEMENT WITH THE PLASTIC HOSE.
5. THE PLASTIC HOSE SHALL BE 12" MINIMUM AND SHALL BE LONG ENOUGH TO ACCOMMODATE 1/2" DIA. OF GROWTH AND BUFFER ALL BRANCHES FROM WIRE.
6. ALL WIRE SHALL BE 12 GAUGE GALVANIZED WIRE AND SHALL BE LONG ENOUGH TO LOOP AROUND THE TREE AND STAKE (2 STRANDS PER STAKE), TWIST TO TIGHTEN.
7. TUCK ANY LOOSE ENDS OF THE WIRE OR CABLE INTO THE WIRE WRAP SO THAT NOW SHARP WIRE ENDS ARE EXPOSED.

SOURCE: TOWN OF HENRIETTA STANDARD TOWN DETAILS

REFORESTATION NOTES

1. AREAS INDICATED ON SHEET C700 SHALL BE PLANTED WITH NATIVE SPECIES (SEE APPROVED PLANT LIST) UNLESS OTHERWISE APPROVED BY THE TOWN OF HENRIETTA OR NEW YORK STATE AGENCIES.
2. BARE ROOT TREES SHALL BE 1.5" - 2" CALIPER AT TIME OF PLANTING.
3. BARE ROOT PLANTS TO BE PLANTED IN SPRING WHILE DORMANT (PREFERRED) OR FALL WHEN DORMANT.
4. TREES/SHRUBS SHALL BE PLANTED AT A RATE OF APPROXIMATELY 430 TREES/SHRUBS PER ACRE.
5. PLANT HANDLING AND INSTALLATION SHALL BE PERFORMED BY A CONTRACTOR WITH EXPERIENCE IN LANDSCAPING, PLANT PROPAGATION, REFORESTATION, AND/OR ECOLOGICAL RESTORATION WORK.
6. CONDITION OF PLANTS: PLANT MATERIALS SHALL BE HEALTHY AND FREE OF DISEASE, PESTS, MECHANICAL INJURY AND STRESS. PLANTS WITH LEAVES AND SHOOTS SHALL APPEAR HEALTHY, WITH NO LEAF SPOTS, LEAF DISCOLORATIONS, CHLOROSIS, LEAF WILTING OR CURLING, OR EVIDENCE OF INSECT INFESTATION. PLANTS SHALL EXHIBIT NORMAL PHYSICAL AND GROWTH CHARACTERISTICS TYPICAL OF THE SPECIES. CONTAINER-GROWN PLANTS SHALL BE FULLY ROOTED IN THE SOIL MEDIUM WITHOUT SPRING PRIMARY WOODY ROOTS. UPON RECEIPT AND FOLLOWING INSPECTION, PLANTS SHALL BE IMMEDIATELY INSTALLED IN THE DISTURBED AREA. IF PLANTS CANNOT BE INSTALLED IMMEDIATELY AFTER DELIVERY, THEY SHALL BE STORED APPROPRIATELY FOR NOT LONGER THAN 3 DAYS. SEED SHALL BE STORED IN A COOL, DRY, SHIELDED LOCATION. PLANTS SHALL BE STORED OUT OF DIRECT EXPOSURE TO WIND AND SUN AND SHALL BE WATERED TO MAINTAIN SOIL MOISTURE.
7. WOODY AND HERBACEOUS PLANTS SHALL BE PLANTED IN MOIST SOIL USING APPROPRIATE HAND TOOLS (SPADE, DIBBLE, AUGER, ETC.).
8. PRESERVE ALL EXISTING HIGH QUALITY PLANT MATERIALS WHEREVER POSSIBLE WITH TEMPORARY TREE PROTECTION FENCING.
9. DURING THE FIRST YEAR OF ESTABLISHMENT OF ANY NEWLY PLANTED TREES OR SHRUBS, SUPPLEMENTAL IRRIGATION IS RECOMMENDED DURING TIMES OF DROUGHT OF THREE (3) WEEKS OR MORE. A QUALIFIED LANDSCAPE CONTRACTOR TO BE CONSULTED TO ASSIST WITH IRRIGATION.

APPROVED NATIVE SPECIES (BARE ROOT PLANTING PREFERRED)

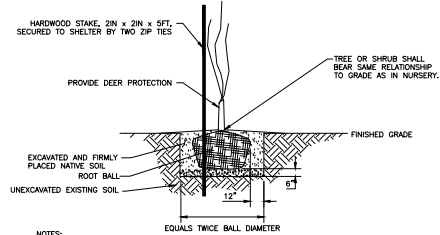
TREES:

1. ACER RUBRUM (RED MAPLE)
2. ACER SACCHARUM (SUGAR MAPLE)
3. AMELANCHIER ALBERICA (DOWNY SERVICEBERRY)
4. AMELANCHIER LAEVIS (ALLEGHENY SERVICEBERRY)
5. ASHUMMA TRILOBATA (COMMON PAWPAW)
6. CARPINUS CAROLINIANA (AMERICAN HORNBEAM)*
7. CORNUS FLORIDA (FLOWERING DOGWOOD)
8. ILEX OPACA (AMERICAN HOLLY)
9. NYSSA SYLVATICA (BLACK GUM)
10. PINUS STROBUS (EASTERN WHITE PINE)

SHRUBS:

1. ARONIA ARBUTIFOLIA (RED CHOKEBERRY)
2. CORNUS ANONUM (SILEY DOGWOOD)
3. CORNUS RACEMOSA (GRAY DOGWOOD)
4. CORNUS SERICEA (RED OSIER DOGWOOD)
5. LINDERA BENZON (NORTHERN SPOCEBUSH)
6. MYRTICA PENNSYLVANICA (NORTHERN BAYBERRY)
7. SAMBUCUS NIGRA (BLACK ELDERBERRY)
8. VIBURNUM DENTATUM (ARROWWOOD VIBURNUM)

*CARPINUS CAROLINIANA TO BE BALLED & BURLAPPED OR CONTAINER GROWN.



NOTES:

1. TREES TO BE BARE ROOT OR #1 CONTAINERS
2. UNLESS PLANTING WITH A WETLAND, PROVIDE POSITIVE DRAINAGE. DO NOT ALLOW PONDING AROUND ROOT BALL.
3. IF PLANT IS CONTAINER GROWN, REMOVE CONTAINER AND GENTLY LOOSEN SOIL AND OUTSIDE ROOTS OF ROOT BALL.
4. IF ROOTS ARE WRAPPED IN BURLAP, LEAVE THE BURLAP IN PLACE AND REMOVE ANY BINDINGS AROUND THE MAIN TRUNK.

TREE AND SHRUB REFORESTATION/INFILL PLANTING
NOT TO SCALE

**PRELIMINARY
NOT FOR CONSTRUCTION**

NEW YORK LAW REQUIRES AT LEAST 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE - STOP CALL DIG SAFELY NEW YORK, INC. 1-800-272-4480.
NEW YORK STATE CODE RULE 753 (1997) AS AMENDED IN JULY 2002 AND JANUARY 2012 REQUIRES NO LESS THAN 3 WORKING DAYS NOTICE NOR MORE THAN 10 WORKING DAYS NOTICE FROM EXCAVATORS WHO ARE ABOUT TO DIG, DRILL, BLAST, AUGER, BORE, GRADE, TRENCH, OR DEMOLISH WHEN IN THE CONSTRUCTION PHASE. FOR LOCATION REQUESTS IN THE STATE OF NEW YORK, SUBMIT A REQUEST ONLINE VIA DIG SAFELY NEW YORK'S ENTRY PLATFORM EXACTLY OR CALL TOLL FREE 1-800-272-4480.
UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THE LOCATION MUST BE CONSIDERED APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST WHICH ARE NOT SHOWN. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN ALL PHYSICAL LOCATIONS OF UTILITY LINES PRIOR TO THE TIME OF CONSTRUCTION. IN NO WAY SHALL THE CONTRACTOR HOLD THE SURVEYOR RESPONSIBLE FOR ANY UTILITY LOCATION SHOWN ON THIS PLAN.



- REFERENCE**
1. VERTICAL DATUM IS BASED UPON NAVD88, AS DETERMINED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., USING SURVEY GRADE GPS MEASUREMENTS AND OPUS POST-PROCESSING.
 2. FIELD SURVEY PERFORMED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC. DATED 09/12/2022.
 3. PROPOSED SITE PLAN LAYOUT DEPICTS INFORMATION PROVIDED BY AR DEVELOPMENT COMPANY ON 08/29/2022 FROM THE "08-26-22-AR_HENRIETTA-102_UNIT_CONCEPTUAL_PLANS.PDF", DATED 08/31/2022, BUILDING FOOTPRINTS PROVIDED BY AR DEVELOPMENT COMPANY ON 01/11/2023, FILE: 2208-CIVIL-PLN-01-REV2.DWG.
 4. PUBLIC LIDAR DATA RETRIEVED FROM WWW.MONROECOUNTY.GOV/GIS-MAPGALLERY. DATA ACCESSED ON 01/05/2023.

NO.	DATE	REVISION RECORD DESCRIPTION

CEC
Civil & Environmental Consultants of New York, Inc.
908 Niagara Falls Boulevard - North Tonawanda, NY 14120
PH: 716.930.0000
www.cecinc.com

**A.R. BUILDING COMPANY
PROPOSED MULTI-FAMILY
RESIDENTIAL DEVELOPMENT
TOWN OF HENRIETTA
MONROE COUNTY, NEW YORK**

LANDSCAPE NOTES & DETAILS	
DATE:	AUGUST 2023
DRAWN BY:	JPH/DJZ
CHECKED BY:	BAS
PROJECT NO.:	324-398
APPROVED BY:	N.T.S. (ENGINEER)

DRAWING NO: **C702**

I:\Users\jph\OneDrive\Projects\2023\08-26-22-AR_HENRIETTA-102_UNIT_CONCEPTUAL_PLANS.PDF - 08/29/2022 - 12:58:07 PM - 08/29/2022 - 12:58:07 PM

APPENDIX F
SITE LAYOUT PLAN

APPENDIX G
EMERGENCY VEHICLE TURNING TEMPLATE

APPENDIX H
NY DEC EAF MAPPER SUBMISSION

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: Henrietta Apartment Buildings		
Project Location (describe, and attach a general location map): 2160 E Henrietta Road, Rochester, NY 14623		
Brief Description of Proposed Action (include purpose or need): Applicant is proposing the construction of two (2) four (4) story apartment buildings with a clubhouse, and associated site improvements including but not limited to public utilities, private roadways and stormwater management facilities.		
Name of Applicant/Sponsor: A.R. Building Company		Telephone: [REDACTED]
		E-Mail: jeremy@arbuilding.com
Address: 310 Seven Fields Blvd, Suite 350		
City/PO: Seven Fields	State: PA	Zip Code: 16046
Project Contact (if not same as sponsor; give name and title/role): Jeremy Starr		Telephone: [REDACTED]
		E-Mail: jeremy@arbuilding.com
Address: 310 Seven Fields Blvd, Suite 350		
City/PO: Seven Fields	State: PA	Zip Code: 16046
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Town of Henreitta	03/01/2023
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town of Henreitta	12/14/2022
c. City, Town or Village Zoning Board of Appeals <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town of Henrietta	03/01/2023
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYS DOT	09/20/2022
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

C. Planning and Zoning

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-2 Commercial within the Mixed-Use Redevelopment Corridor 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? Rush-Henrietta Central School District

b. What police or other public protection forces serve the project site?
Monroe County Sherrif Department, NY State Troopers - Henrietta

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

d. What parks serve the project site?
Andrews, Park, Belmanor Park, Breese Park, Henrietta Dog Park at Lookup Park, Hoskins Park, Lookup Park, Martin Road Park, Tinker Nature Park and Veterans Memorial Park

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)? Commercial in the form of Residential Apartments

b. a. Total acreage of the site of the proposed action? _____ 8.46 acres
b. Total acreage to be physically disturbed? _____ 4.37 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 8.46 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: _____ 24 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	_____	_____	_____	101 _____
At completion of all phases	_____	_____	_____	101 _____

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

i. Total number of structures 1

ii. Dimensions (in feet) of largest proposed structure: 15 height; 31 width; and 73 length

iii. Approximate extent of building space to be heated or cooled: 3075 square feet

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

i. Purpose of the impoundment: _____

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

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

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

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

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

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

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

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

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): Site Grading activities may come in proximity of a 0.029 acre delineated wetland that has been determined by NYS DEC currently is not near or in mapped NYS Freshwater Wetlands or a regulated 100-foot adjacent area.

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: _____ 11,220 gallons/day

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

If Yes: _____

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

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

If Yes: _____

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

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

If Yes: _____

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

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

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

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

If Yes: _____

i. Total anticipated liquid waste generation per day: _____ 11,220 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 _____ 2.30 acres (impervious surface)
 _____ Square feet or _____ 8.46 acres (parcel size)
 ii. Describe types of new point sources. Surface Runoff

 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)?
On-Site Stormwater Management Facility

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

 • Will stormwater runoff flow to adjacent properties? Yes No
 iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

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

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

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflouorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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

If Yes:

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

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

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

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

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

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ 0 _____ Proposed _____ 153 _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____
 Approximately 918, kWh per year

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):
 Grid / Local Utility from Rochester Gas & Electric Corporation

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: _____ 7am - 7pm _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____
--	---

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:
 Equipment associated with standard construction during the Town of Henrietta approved hours of operation _____

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: A portion of the existing vegetation will be removed during construction _____

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:
 Parking and building lighting is proposed and will be designed to minimize the footprint of light emissions _____

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: A portion of the existing vegetation will be removed during construction _____

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

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally, describe the proposed storage facilities: _____

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

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

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation : _____ tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____
 • Operation: _____

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

 • Operation: _____

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

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

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

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): Subject property is currently vacant
 ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.27	2.30	+2.30
• Forested	6.29	3.53	-2.76
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	1.88	2.61	+0.73
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0.02	0.02	0
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____ _____			

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

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

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

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

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

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): 828152
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

Remediation at the site is complete, prior to remediation the primary contaminants of concern were cis-Dichlorethene, Trichlorethane, tetrachlorethene and Vinyl Chloride in soil and groundwater. The site is subject to ongoing monitoring pursuant to Site Manage Plan.

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? _____ >7 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	_____	65 %
Ontario Loam	_____	25 %
_____	_____	10 %

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

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

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 90 % of site
 10-15%: _____ 10 % of site
 15% or greater: _____ % of site

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

h. Surface water features.

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

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

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

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

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
If yes, name of impaired water body/bodies and basis for listing as impaired: _____

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

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

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

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
If Yes:
i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____

n. Does the project site contain a designated significant natural community? Yes No
 If Yes:
 i. Describe the habitat/community (composition, function, and basis for designation): _____

 ii. Source(s) of description or evaluation: _____
 iii. Extent of community/habitat:
 • Currently: _____ acres
 • Following completion of project as proposed: _____ acres
 • Gain or loss (indicate + or -): _____ acres

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

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

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

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

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

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

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

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

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
If Yes:	
<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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<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 checked="" type="checkbox"/> No	

F. Additional Information

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

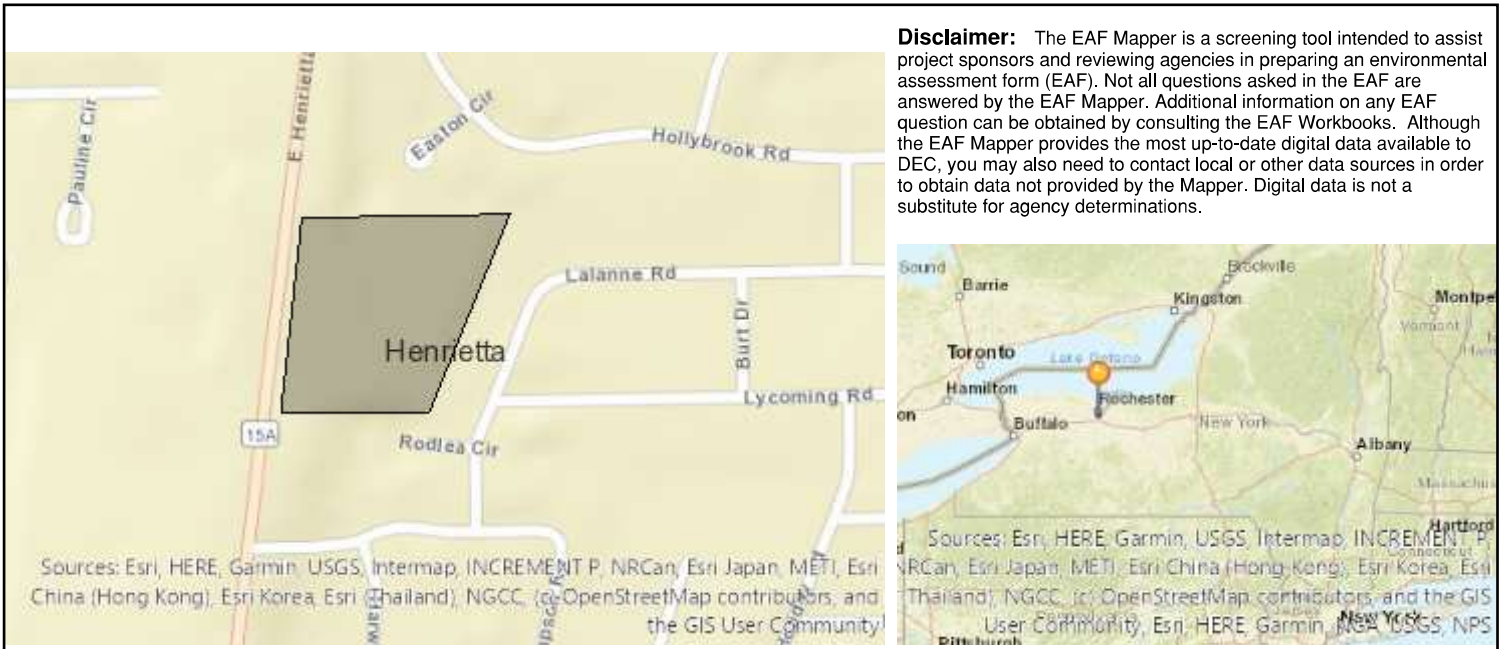
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

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

Applicant/Sponsor Name Jeremy Starr Date 08/01/2023

Signature  Title Associate



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
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]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	828152
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
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]	No
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]	No
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]	Yes
E.3.i. [Designated River Corridor]	No

APPENDIX I
NYS DOT CORRESPONDENCE

Simmons, Brad

From: Droznek, Chris
Sent: Friday, February 3, 2023 12:48 PM
To: Simmons, Brad
Subject: FW: A.R. Building Company 2160 Henrietta Road

Chris A. Droznek II, P.E., PTP | *Senior Project Manager*
Civil & Environmental Consultants, Inc.
700 Cherrington Parkway, Moon Township 15108
direct 412.249.3177 **office** 412.429.2324 **cell** 412.804.8807
www.cecinc.com

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From: Starke, Zachary J. (DOT) <Zachary.Starke@dot.ny.gov>
Sent: Friday, October 28, 2022 2:09 PM
To: Droznek, Chris <cdroznek@cecinc.com>
Subject: RE: A.R. Building Company 2160 Henrietta Road

Chris,

Based on the information you have provided me, and our understanding of the site and existing highway, we will not require a traffic impact study for this project.

Zack

Zachary J. Starke, P.E.
Region 4 Permits
New York State Department of Transportation
1530 Jefferson Road, Rochester, NY 14623
(585) 272-3472 | Zachary.Starke@dot.ny.gov

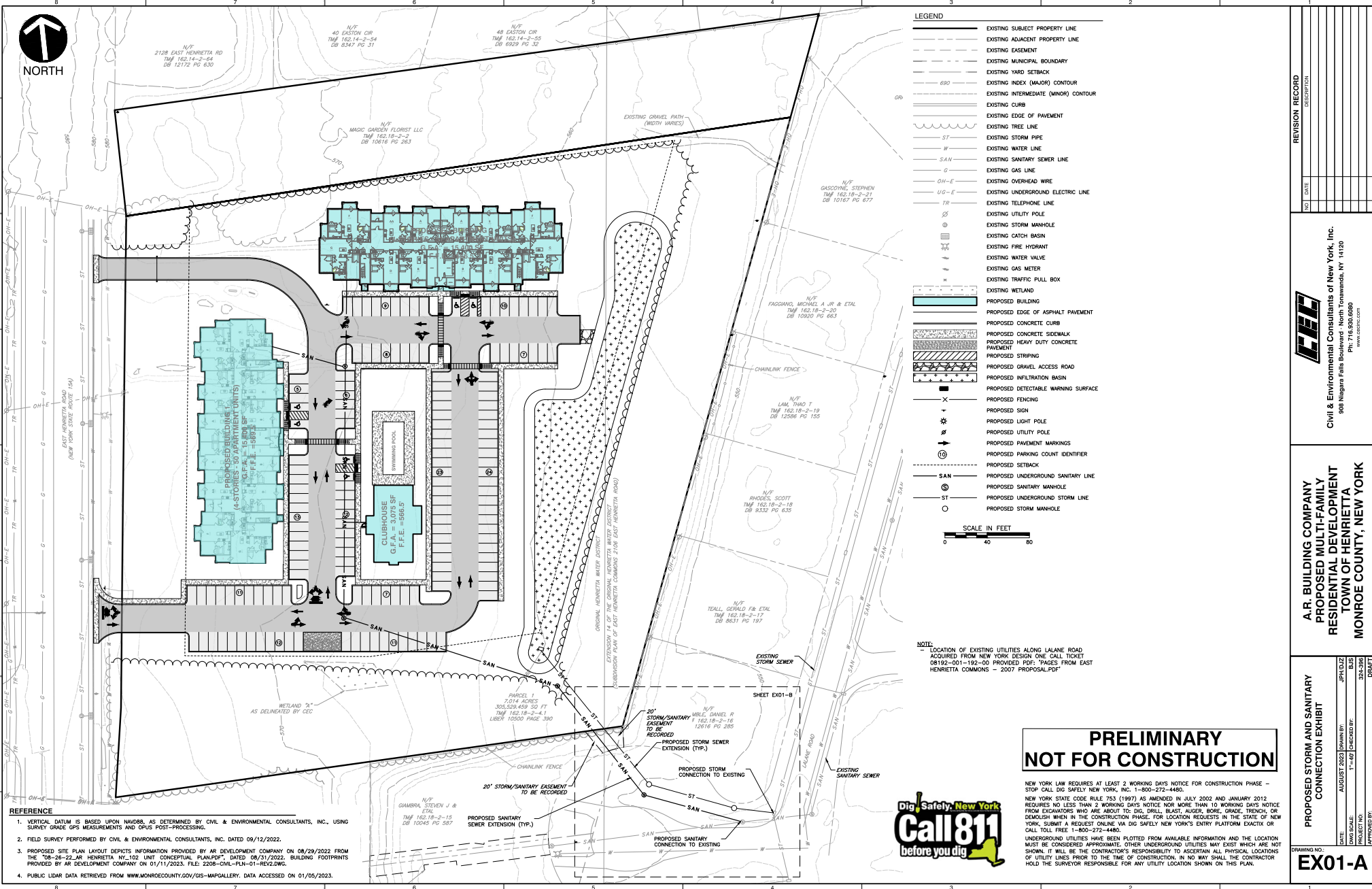


From: Droznek, Chris <cdroznek@cecinc.com>
Sent: Friday, October 28, 2022 12:30 PM
To: Starke, Zachary J. (DOT) <Zachary.Starke@dot.ny.gov>
Subject: RE: A.R. Building Company 2160 Henrietta Road

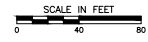
ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Zack,

APPENDIX J
SEWER CONNECTION EXHIBIT



- LEGEND**
- EXISTING SUBJECT PROPERTY LINE
 - EXISTING ADJACENT PROPERTY LINE
 - - - EXISTING EASEMENT
 - - - EXISTING MUNICIPAL BOUNDARY
 - - - EXISTING YARD SETBACK
 - - - EXISTING INDEX (MAJOR) CONTOUR
 - - - EXISTING INTERMEDIATE (MINOR) CONTOUR
 - - - EXISTING CURB
 - - - EXISTING EDGE OF PAVEMENT
 - - - EXISTING TREE LINE
 - ST EXISTING STORM PIPE
 - W EXISTING WATER LINE
 - SAN EXISTING SANITARY SEWER LINE
 - G EXISTING GAS LINE
 - OH-E EXISTING OVERHEAD WIRE
 - UG-E EXISTING UNDERGROUND ELECTRIC LINE
 - TR EXISTING TELEPHONE LINE
 - EXISTING UTILITY POLE
 - EXISTING STORM MANHOLE
 - EXISTING CATCH BASIN
 - EXISTING FIRE HYDRANT
 - EXISTING WATER VALVE
 - EXISTING GAS METER
 - EXISTING TRAFFIC PULL BOX
 - EXISTING WETLAND
 - PROPOSED BUILDING
 - PROPOSED EDGE OF ASPHALT PAVEMENT
 - PROPOSED CONCRETE CURB
 - PROPOSED CONCRETE SIDEWALK
 - PROPOSED HEAVY DUTY CONCRETE PAVEMENT
 - PROPOSED STRIPING
 - PROPOSED GRAVEL ACCESS ROAD
 - PROPOSED INFILTRATION BASIN
 - PROPOSED DETECTABLE WARNING SURFACE
 - PROPOSED FENCING
 - PROPOSED SIGN
 - PROPOSED LIGHT POLE
 - PROPOSED UTILITY POLE
 - PROPOSED PAVEMENT MARKINGS
 - PROPOSED PARKING COUNT IDENTIFIER
 - PROPOSED SETBACK
 - SAN PROPOSED UNDERGROUND SANITARY LINE
 - ST PROPOSED SANITARY MANHOLE
 - ST PROPOSED UNDERGROUND STORM LINE
 - ○ PROPOSED STORM MANHOLE



NOTE:
 LOCATION OF EXISTING UTILITIES ALONG LALANE ROAD ACQUIRED FROM NEW YORK DESIGN ONE CALL TICKET 08192-001-192-00 PROVIDED PDF "TRACES FROM EAST HENRIETTA COMMONS - 2007 PROPOSAL.PDF"

**PRELIMINARY
 NOT FOR CONSTRUCTION**

NEW YORK LAW REQUIRES AT LEAST 2 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE - STOP CALL DIG SAFELY NEW YORK, INC. 1-800-272-4480.
 NEW YORK STATE CODE RULE 753 (1997) AS AMENDED IN JULY 2002 AND JANUARY 2012 REQUIRES NO LESS THAN 2 WORKING DAYS NOTICE NOR MORE THAN 10 WORKING DAYS NOTICE FROM EXCAVATORS WHO ARE ABOUT TO DIG, DRILL, BLAST, AUGER, BORE, GRADE, TRENCH, OR DEMOLISH WHEN IN THE CONSTRUCTION PHASE. FOR LOCATION REQUESTS IN THE STATE OF NEW YORK, SUBMIT A REQUEST ONLINE VIA DIG SAFELY NEW YORK'S ENTRY PLATFORM EXACTLY OR CALL TOLL FREE 1-800-272-4480.
 UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THE LOCATION MUST BE CONSIDERED APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST WHICH ARE NOT SHOWN. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN ALL PHYSICAL LOCATIONS OF UTILITY LINES PRIOR TO THE TIME OF CONSTRUCTION. IN NO WAY SHALL THE CONTRACTOR HOLD THE SURVEYOR RESPONSIBLE FOR ANY UTILITY LOCATION SHOWN ON THIS PLAN.



- REFERENCE**
1. VERTICAL DATUM IS BASED UPON NAVD88, AS DETERMINED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., USING SURVEY GRADE GPS MEASUREMENTS AND OPUS POST-PROCESSING.
 2. FIELD SURVEY PERFORMED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC. DATED 09/12/2022.
 3. PROPOSED SITE PLAN LAYOUT DEPICTS INFORMATION PROVIDED BY AR DEVELOPMENT COMPANY ON 08/29/2022 FROM THE "08-26-22-AR_HENRIETTA_NY_102_UNIT_CONCEPTUAL_PLAN.PDF", DATED 08/31/2022, BUILDING FOOTPRINTS PROVIDED BY AR DEVELOPMENT COMPANY ON 01/11/2023, FILE: 2208-CIVIL-PLN-01-REV2.DWG.
 4. PUBLIC LIDAR DATA RETRIEVED FROM WWW.MONROECOUNTY.GOV/GIS-MAPGALLERY, DATA ACCESSED ON 01/05/2023.

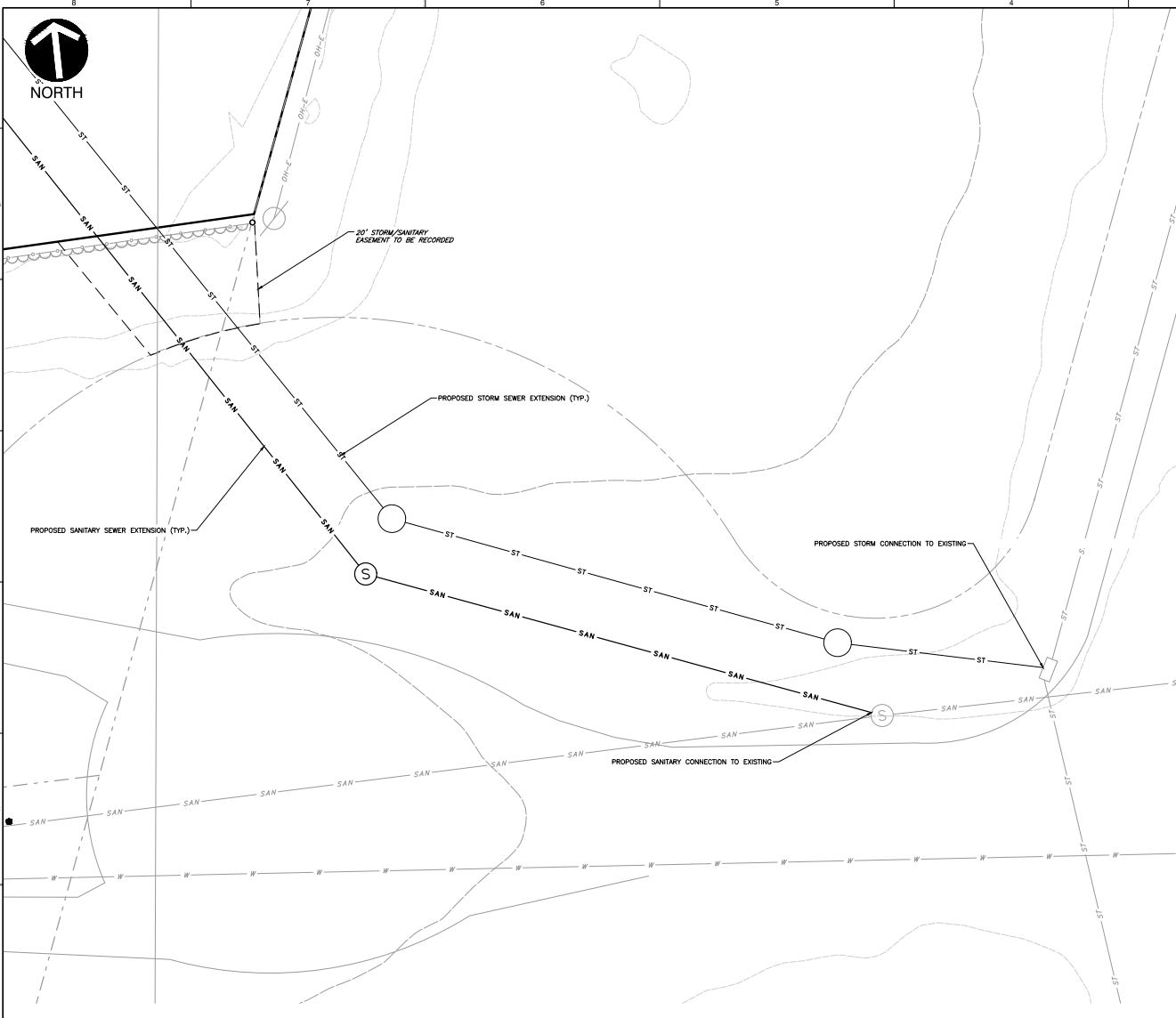
NO.	DATE	REVISION RECORD DESCRIPTION

C&E
 Civil & Environmental Consultants of New York, Inc.
 908 Niagara Falls Boulevard North Tonawanda, NY 14120
 Ph: 716.930.0000
 www.candec.com

**A.R. BUILDING COMPANY
 PROPOSED MULTI-FAMILY
 RESIDENTIAL DEVELOPMENT
 TOWN OF HENRIETTA
 MONROE COUNTY, NEW YORK**

DATE:	AUGUST 2023	DRAWN BY:	JPH/DJZ
DATE:	1-14-07	CREATED BY:	324-398
PROJECT NO.:		APPROVED BY:	

PROPOSED STORM AND SANITARY CONNECTION EXHIBIT
 DRAWING NO. **EX01-A**



LEGEND

- EXISTING SUBJECT PROPERTY LINE
- EXISTING ADJACENT PROPERTY LINE
- - - EXISTING EASEMENT
- - - EXISTING MUNICIPAL BOUNDARY
- - - EXISTING YARD SETBACK
- - - EXISTING INDEX (MAJOR) CONTOUR
- - - EXISTING INTERMEDIATE (MINOR) CONTOUR
- EXISTING CURB
- EXISTING EDGE OF PAVEMENT
- EXISTING TREE LINE
- ST — EXISTING STORM PIPE
- W — EXISTING WATER LINE
- SAN — EXISTING SANITARY SEWER LINE
- G — EXISTING GAS LINE
- OH-E — EXISTING OVERHEAD WIRE
- UG-E — EXISTING UNDERGROUND ELECTRIC LINE
- TR — EXISTING TELEPHONE LINE
- ⊕ EXISTING UTILITY POLE
- ⊙ EXISTING STORM MANHOLE
- ⊙ EXISTING CATCH BASIN
- ⊙ EXISTING FIRE HYDRANT
- ⊙ EXISTING WATER VALVE
- ⊙ EXISTING GAS METER
- ⊙ EXISTING TRAFFIC PULL BOX
- ⊙ EXISTING WETLAND
- PROPOSED BUILDING
- PROPOSED EDGE OF ASPHALT PAVEMENT
- PROPOSED CONCRETE CURB
- PROPOSED CONCRETE SIDEWALK
- PROPOSED HEAVY DUTY CONCRETE PAVEMENT
- PROPOSED STRIPING
- PROPOSED GRAVEL ACCESS ROAD
- PROPOSED INFILTRATION BASIN
- PROPOSED DETECTABLE WARNING SURFACE
- PROPOSED FENCING
- PROPOSED SIGN
- PROPOSED LIGHT POLE
- PROPOSED UTILITY POLE
- PROPOSED PAVEMENT MARKINGS
- PROPOSED PARKING COUNT IDENTIFIER
- PROPOSED SETBACK
- SAN — PROPOSED UNDERGROUND SANITARY LINE
- ⊙ S — PROPOSED SANITARY MANHOLE
- ST — PROPOSED UNDERGROUND STORM LINE
- ⊙ — PROPOSED STORM MANHOLE

SCALE IN FEET

0 10 20

NOTE:
 - LOCATION OF EXISTING UTILITIES ALONG LAJANE ROAD ACQUIRED FROM NEW YORK DESIGN ONE CALL TICKET 08192-001-192-00 PROVIDED PDF "RAGES FROM EAST HENRIETTA COMMONS - 2007 PROPOSAL.PDF"

**PRELIMINARY
NOT FOR CONSTRUCTION**

NEW YORK LAW REQUIRES AT LEAST 2 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE - STOP CALL DIG SAFELY NEW YORK, INC. 1-800-272-4480.

NEW YORK STATE CODE RULE 753 (1997) AS AMENDED IN JULY 2002 AND JANUARY 2012 REQUIRES NO LESS THAN 2 WORKING DAYS NOTICE NOR MORE THAN 10 WORKING DAYS NOTICE FROM EXCAVATORS WHO ARE ABOUT TO DIG, DRILL, BLAST, AUGER, BORE, GRADE, TRENCH, OR DEMOLISH WHEN IN THE CONSTRUCTION PHASE. FOR LOCATION REQUESTS IN THE STATE OF NEW YORK, SUBMIT A REQUEST ONLINE VIA DIG SAFELY NEW YORK'S ENTRY PLATFORM EXACTLY OR CALL TOLL FREE 1-800-272-4480.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THE LOCATION MUST BE CONSIDERED APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST WHICH ARE NOT SHOWN. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN ALL PHYSICAL LOCATIONS OF UTILITY LINES PRIOR TO THE TIME OF CONSTRUCTION. IN NO WAY SHALL THE CONTRACTOR HOLD THE SURVEYOR RESPONSIBLE FOR ANY UTILITY LOCATION SHOWN ON THIS PLAN.



- REFERENCE**
1. VERTICAL DATUM IS BASED UPON NAVD88, AS DETERMINED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., USING SURVEY GRADE GPS MEASUREMENTS AND OPUS POST-PROCESSING.
 2. FIELD SURVEY PERFORMED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC. DATED 09/12/2022.
 3. PROPOSED SITE PLAN LAYOUT DEPICTS INFORMATION PROVIDED BY AR DEVELOPMENT COMPANY ON 08/29/2022 FROM THE "08-26-22_AR_HENRIETTA_NY_102_UNIT_CONCEPTUAL_PLAN.PDF", DATED 08/31/2022, BUILDING FOOTPRINTS PROVIDED BY AR DEVELOPMENT COMPANY ON 01/11/2023, FILE: 2208-CIVIL-PLN-01-REV2.DWG.
 4. PUBLIC LIDAR DATA RETRIEVED FROM WWW.MONROECOUNTY.GOV/GIS-MAPGALLERY, DATA ACCESSED ON 01/05/2023.

NO.	DATE	REVISION RECORD DESCRIPTION

CEC
 Civil & Environmental Consultants of New York, Inc.
 908 Niagara Falls Boulevard • North Tonawanda, NY 14120
 www.cecinc.com
 Ph: 716.930.6000

**A.R. BUILDING COMPANY
 PROPOSED MULTI-FAMILY
 RESIDENTIAL DEVELOPMENT
 TOWN OF HENRIETTA
 MONROE COUNTY, NEW YORK**

DATE:	AUGUST 2023	DRAWN BY:	JPH/DJZ
DATE SCALE:	1" = 10'	CHECKED BY:	
PROJECT NO.:	324-398	DATE PLOTTED:	
APPROVED BY:		DATE PLOTTED:	

DRAWING NO.: **EX01-B**

I:\2023\08\23\23-08-26-22_AR_HENRIETTA_NY_102_UNIT_CONCEPTUAL_PLAN.PDF - 08/29/2022 - 10:08 AM - 10/11/2023 10:08 AM
 I:\2023\08\23\23-08-26-22_AR_HENRIETTA_NY_102_UNIT_CONCEPTUAL_PLAN.PDF - 08/29/2022 - 10:08 AM - 10/11/2023 10:08 AM

APPENDIX K
MAGIC GARDEN FLORIST, LLC
AGREEMENT OF SALE AND PURCHASE OF LAND

AGREEMENT OF SALE AND PURCHASE OF LAND

This "Agreement" made and entered into this 20th day of July, 2023, to be effective as of the date of the last party to sign this agreement (the "Effective Date") by and between MAGIC GARDEN FLORIST, L.L.C, a New York limited liability company ("Seller") and A.R. BUILDING COMPANY, INC. of 310 Seven Fields Boulevard, Suite 350, Seven Fields, PA, a Pennsylvania corporation, and/or its affiliated nominee ("Buyer"), and in consideration of the mutual covenants and conditions contained herein, Seller and Buyer agree as follows:

1. **Sale and Property.** Seller hereby agrees to sell and convey the Property by good and sufficient general warranty deed, and Buyer or its affiliated nominee designated by Buyer by written notice to Seller at least five (5) business days before the Closing, hereby agrees to purchase the Property on the terms and at the Purchase Price as set forth in this Agreement. Said Deed shall convey good and clear record, marketable and insurable title at regular rates thereto, free from any and all liens and encumbrances.

The Property is located on E. Henrietta Road in the Town of Henrietta, County of Monroe, State of New York, and is as described as follows:

Approximately 1.45 acres of land, located at 2132 E. Henrietta Rd., Town of Henrietta, State of New York identified as Parcel 263200-162-180-0002-002-000, and as more particularly described in the deed recorded with the Monroe County Registry of Deeds in Book 10161 at Page 263 as more fully shown on Exhibit "A" attached hereto and made a part hereof (the "Property"). The Property does not include the business, chattel, goodwill, inventory, and any personal property of the Sellers that would not be considered a fixture. Additionally, items that may be considered a fixture that is not included as Property in the sale are all coolers and compressors on the premises.

2. **Purchase Price.** Buyer will purchase the Property and pay to Seller the sum of [REDACTED] plus any portion of the Deposit and any Extension Deposit that becomes not applicable to the Purchase Price by wire transfer as provided in Paragraph 14 ("Purchase Price").

3. **Deposit.** Buyer shall deposit with Block Longo LaMarca and Brzezinski PC ("Agent") the amount of [REDACTED] within five (5) business days of the Effective Date. For purposes of this Agreement, this [REDACTED] is understood to be the earnest money deposit (the "Deposit"). Proof of Deposit shall be supplied to Seller within five (5) business days of receipt by the Agent. The Deposit will be held in escrow by the Agent in its IOLTA Account. Except as otherwise provided in this Agreement, the Deposit will be applied to the Purchase Price at Closing. If a deposit is labeled as non-applicable to the Purchase Price, then that amount is to be added to the [REDACTED] total and not reduced from the balance owed. This contract requires three [REDACTED] increments to be paid at milestones

defined in the next paragraph. Those three (3) [REDACTED] increments are to be labeled non-applicable and therefore added to the Purchase Price of [REDACTED]; making the total to Seller [REDACTED]

Provided this Agreement is still in full force and effect, (a) at the time of Special Use Permit allowed by Town Board, [REDACTED] of the Deposit becomes non-refundable and not applicable to the Purchase Price; (b) at the time of Planning & Zoning approval, [REDACTED] of the Deposit becomes non-refundable and not applicable to the Purchase Price, (c) at the time of final site plan and signed mylar drawings approved by governing bodies, [REDACTED] of the Deposit becomes non-refundable and not applicable to the Purchase Price; and (d) at the completion of Buyer's geotechnical reviews for construction suitability, construction feasibility quantities to evaluate site development costs, utility and infrastructure connections for both construction and occupancy as well adequate capacity of all utilities and sewers and title review, all of which must be acceptable to Buyer in its sole judgment, or at the end of the Inspection and Permitting Period, as the same may be extended as hereafter provided, whichever comes first, [REDACTED] from the original [REDACTED] deposit will become non-refundable. This [REDACTED] will be applied to the Purchase Price.

If there is any dispute between the parties hereto as to whether or not the Agent is obligated to disburse or release the funds held under and pursuant to this Agreement, the Agent shall not be obligated to make such disbursement or delivery, but in such event shall either: (i) deposit such funds with a court of competent jurisdiction, commencing an interpleader action if necessary, (ii) or hold the funds until receipt by the Agent of an authorization in writing signed by all persons having an interest in said dispute, directing the disposition of the funds, or in the absence of such authorization, the Agent shall hold the funds until a final determination of the rights of the parties in an appropriate proceeding.

4. Proration Items. Real estate taxes for the current tax fiscal year shall be apportioned as of the close of business on the day immediately preceding the Closing, and the net amount shall be added to or deducted from, as the case may be, the Purchase Price payable by Buyer at the time of the delivery of the Deed. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and if the taxes which are to be apportioned shall thereafter be changed by abatement, the amount of such abatement less the reasonable cost of obtaining the same shall be apportioned between the parties, on the same basis as the previous apportionment for taxes at the Closing, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement.

Each party shall be responsible to pay its own attorneys' fees and costs, except to the extent otherwise expressly provided in this Agreement. The Buyer shall be responsible for paying all title insurance premiums for issuance of title insurance to Buyer. Recording fees and transfer fees and expenses shall be paid in accordance with conveyancing custom and practice in Monroe County, NY.

5. **Seller's Expense.** Seller will pay the cost of deed preparation for said Property.

6. **Survey.** Within ten (10) days after the receipt of the Title Commitment, Buyer, at its expense, will request that a survey of the Property prepared by a registered land surveyor of Buyer's choosing and shall provide Seller with a copy of the survey. The legal description from the Survey shall be used by Seller in Seller's deed.

7. **Title Insurance:** Within ten (10) days after the Effective Date, Buyer, at its expense, shall request a commitment for an owner's title insurance policy ("Title Commitment") from a title insurance company acceptable to Buyer (the "Title Insurance Company") on terms and conditions acceptable to Buyer. Within ten (10) days after receipt of both the Title Commitment and the Survey, Buyer shall notify Seller of any exception in the Title Commitment, or any matter disclosed in the Survey that makes the Premises unsuitable for Buyer's purposes ("Title Objections"). Buyer shall provide Seller a copy of the complete Title Commitment should Buyer have Title Objections. Seller thereupon shall have thirty (30) days within which to cause such Title Objections to be removed from the Title Commitment or cause the matters reflected on the Survey to be removed, as the case may be ("Cure"). In the event that Seller is unable or notifies Buyer it is unwilling to effect such Cure, then Buyer, at its option, may elect to (i) terminate this Agreement, whereupon the parties hereto shall have no further obligations hereunder and notwithstanding anything to the contrary, the [REDACTED] Deposit shall be returned to the Buyer without the consent of Seller, or (ii) waive such Title Objections and proceed, as set forth herein. Notwithstanding the foregoing, Seller shall have the affirmative duty to pay off any mortgage or lien against the Property at Closing. The lien of real estate taxes which are not delinquent at Closing, utility easements, rights-of-way and restrictions of record approved by Buyer, and any Title Objections subsequently waived in writing shall hereinafter be deemed to be "Permitted Exceptions." At least ten (10) days prior to the Closing Date, Buyer shall obtain from the Title Insurance Company an updated Title Commitment. If the updated Title Commitment discloses any Title Objection that was filed of record after the date of the initial Title Commitment received by Buyer, then Seller shall have thirty (30) days after the date of such updated Title Commitment within which to attempt to Cure such Title Objection. In the event that Seller is unable or notifies Buyer it is unwilling to effect such Cure, then Buyer, at its option, may elect to (i) terminate this Agreement, whereupon the parties hereto shall have no further obligations hereunder and notwithstanding anything to the contrary, the [REDACTED] Deposit shall be returned to the Buyer without the consent of Seller and the Seller shall reimburse the Buyer for up to \$50,000.00 towards its cost and expenses in conducting its due diligence analysis and pursuing the necessary permits relative to the Buyer's intended use of the Property; or (ii) waive such Title Objections and proceed to Closing, as set forth herein.

8. **Possession.** Possession of the Property will be delivered to Buyer after the Closing as provided in Paragraphs 14 and 17.KK.

9. **Risk of Loss; Insurance.** Risk of loss of the Property will remain upon Seller until the Closing.

10. **Eminent Domain: Buyer's Option.** If any part of the Property is taken by eminent domain before Closing, Seller will notify Buyer of the taking within 5 days, but not later than the Closing. Buyer will have the option to: (A) terminate this Agreement and upon termination, the Deposit will be returned immediately to Buyer without the consent of Seller after which the parties will be relieved of all obligations in this Agreement; or (B) proceed with this Agreement and pay the balance of the Purchase Price, and Seller will assign to Buyer the award, if any, to which Seller may be entitled. To exercise this option, Buyer will give notice to Seller before Closing. If Buyer fails to give the notice, Buyer will be conclusively deemed to have chosen option (B).

11. **Default.**

A. **By Buyer.** If this transaction fails to close as a result of any default on the part of Buyer which has not been cured within thirty (30) days after written notice thereof from Seller, then Seller's sole remedy shall be to retain the Deposit, as the Parties agree that Seller's retention of the Deposit shall constitute reasonable liquidated damages.

B. **By Seller.** If this transaction fails to close as a result of any default on the part of Seller which has not been cured within thirty (30) days after written notice thereof from Buyer, then Buyer shall be entitled to immediate refund of the Deposit and the remedy for damages and/or of specific performance to consummate the transaction contemplated by this Agreement in accordance with the provisions of this Agreement. As a condition precedent to Buyer exercising any right it may have to bring an action for damages and/or of specific performance hereunder, Buyer must commence such an action within one hundred eighty (180) days after the occurrence of Seller's default. Buyer agrees that its failure to timely commence such an action for damages and/or of specific performance within such one hundred eighty (180) day period shall be deemed a waiver by it of its right to commence an action for specific performance.

12. **Notices to Parties.** All notices, consents, approvals and requests required or permitted hereunder shall be given in writing and shall be effective for all purposes if hand delivered or sent by (i) certified or registered United States mail, postage prepaid, return receipt requested or (ii) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, or (iii) by email, email will be considered delivered when it is sent (as evidenced by electronic time stamp) and not when received addressed as follows (or at such other address or e-mail address as may be designated from time to time by any party hereto, as the case may be, in a written notice to the other parties hereto in the manner provided for in this Section). All such notices and communications shall be addressed to the appropriate party at its address, facsimile number, or e-mail address set forth below.

To Buyer: A.R. Building Company, Inc.
 310 Seven Fields Blvd., Suite 350
 Seven Fields, PA 16046
 Attn: Daniel J. Mancosh

(724) 741-2302-Office
(724) 741-3111-Fax
danielmancosh@yahoo.com
annette@arbuilding.com
jasonk@arbuilding.com

With a copy to: David L. Nixon, Esquire
Nixon Law Firm, LLC
310 Seven Fields Boulevard, Suite 325
Seven Fields, PA 16046
(412) 248-7700-Office
(412) 281-6099-Fax
dnixon@nixonlawllc.com

And an Additional Copy to: Jim Papas
Papas Commercial Real Estate
900 Jefferson Road
Rochester NY 14623
jpappas@ccim.net

To Seller: Magic Garden Florist, LLC
Dawn Maier and Jared Maier
32 Mill Road, Rochester NY 14626
585-317-4231 / 585-750-7063
maierjustdoit@gmail.com / jared.maier1@gmail.com

With a copy to: Charles Santoli, Esq.
Block Longo LaMarca and Brzezinski, PC
550 Latona Road, Building C, Suite 301
Rochester NY 14626
csantoli@blockandlongo.com

And an Additional Copy to: Tod A. Myers
KW Commercial Division
1770 Long Pond Road
Rochester NY 14606
tod@roccre.com

13. **Buyer's Contingencies.** The satisfaction, written waiver by Buyer or failure to timely obtain each of the following contingencies shall be a condition precedent to the obligations or duties of Buyer under this Agreement, provided that, if any of the contingencies are not timely met after all or any portion of the Deposit becomes non-refundable, and Seller is not in default and Buyer terminates this Agreement, the non-refundable portion of the Deposit shall be immediately paid to Seller and the balance refunded to Buyer.

A. **Buyer's Inspection and Permitting Rights - "The Inspection and Permitting Period":** Buyer shall have a period of one hundred and ninety (190)

days which will be referred to as the Inspection and Permitting Period. This time period cannot be shortened without approval from both Buyer and Seller. The one hundred and ninety days (190) will begin on the Effective Date. The Inspection and Permitting Period will be specifically to determine whether or not any impediments exist with regard to the following matters:

1. **Soil Stability.** Satisfactory evidence to Buyer, at Buyers sole cost and expense, that the stability of the soil is adequate and that no extra or unusual site work is necessary to accommodate Buyers plans. Buyer agrees to restore any boring test holes if it does not buy the Property.
2. **Access.** Satisfactory evidence of ingress and egress, at Buyers sole cost and expense, to the Property without the necessity of obtaining rights-of-way easements or other approval from surrounding property owners or the acquisition of additional land to accommodate this purpose. Should these conditions require extra effort to secure these rights Buyer shall use its best effort to acquire same, but shall not be under any requirement to purchase or pay any additional compensation for access to said Property.
3. **Utilities.** Proof that all utilities are presently at the site, at Buyers sole cost and expense, or can be made available, including, but not limited to sewer, water, electric, gas, and cable television, and are at costs, which are acceptable to Buyer.
4. **Environmental.** Satisfactory evidence to Buyer, at Buyers sole cost and expense, that there are no environmental problems with the site. Buyer agrees to provide Seller with a copy of the report after it is completed.
5. **Zoning Approvals and Permits.** Buyer will, at its sole cost and expense, review and obtain all zoning approvals and permits, desired by Buyer in its sole judgment, in order to construct a multi-family project of market rate dwelling units at a density.

Buyer shall have the right of access to the Property for such purposes. Buyer shall notify Seller of its desire to exercise such right of access no later than twenty-four (24) hours prior to Buyer's intended access, and Seller or its designee shall have the right to be present during Buyer's testing or investigation(s). In consideration of this right of access, Buyer hereby agrees to indemnify and hold the Seller harmless against any and all claims, liabilities, costs and expenses (including reasonable legal defense costs) arising from any such access by Buyer and/or its designees, unless the claim or liability in question arises from the gross negligence or willful misconduct of Seller.

B. Buyer's Right to Terminate Agreement During the Inspection and Permitting Period. Buyer may terminate this Agreement by giving written

notice to Seller any time on or before the end of the Inspection and Permitting Period for any or no reason in which event the parties hereto shall have no further obligations hereunder. If Seller does not receive written notice of the termination from Buyer, then Buyer's Inspection and Permitting Period contingencies shall be deemed satisfied. In the event that the Buyer timely terminates this Agreement as aforesaid, then the Deposit, less any applicable non-refundable portion of the Deposit as provided in Paragraph 3, shall immediately be returned to Buyer without the consent of Seller.

1. **Extensions:** Buyer shall have the option, upon notice to Seller, to extend the Inspection and Permitting Period for three additional thirty (30) day periods ("Extension Options"). The cost of each Extension Option shall be [REDACTED] which Buyer shall deposit with Agent within five (5) business days following Buyer's notice to Seller of exercising each extension option. ("Extension Deposit(s)"). The Extension Deposits shall be non-refundable and not applicable to the Purchase Price at Closing. In the event that Buyer timely extends the Inspection and Permitting Period as aforesaid and does not close on the Property in accordance with the terms of this Agreement for any reason other than a default of the Seller then the aforesaid Extension Deposit shall immediately be paid to the Seller.

14. **Closing:** The transfer of the documents contemplated by this Agreement ("Closing") shall occur within thirty (30) days following the expiration of the Inspection and Permitting Period, as the same may be extended as hereinbefore provided. The Closing shall take place at a place selected by Buyer. At Closing, [REDACTED] of the Purchase Price shall be paid to Seller by wire transfer and the balance of the Purchase Price shall be placed in escrow with the Agent to be dispersed to Seller on Seller certifying to Agent and Buyer that it has completely vacated the Property as provided in Paragraph 17.K. All Deposits, closing costs, and prorations shall be calculated as of the of Closing. Buyer and Seller shall comply with the following procedures relating to Closing:

- A. Seller shall execute, acknowledge and deliver to Buyer a general warranty deed conveying the Property, as described in the Survey, to Buyer, which shall be in proper form for recording.
- B. Seller shall execute, acknowledge and deliver to Buyer an Affidavit of Title and a Non-Foreign Affidavit complying with Internal Revenue Code Section 1445.
- C. Buyer and Seller shall provide the Title Insurance Company with such information as may be required to report proceeds from the real estate sale on a Form 1099-S.

D. Buyer shall deliver or cause to be delivered to Seller by wire transfer in the amount of the Purchase Price, plus or minus: the credits due Buyer for the Deposit, real property taxes, and customary and reasonable charges for settlement, and any other credits due Buyer (or Seller) and any other adjustments to the Purchase Price as provided in this Agreement.

E. Each party hereby represents and warrants unto the other that they have not acted through or with, or introduced into the transaction contemplated hereby, by any broker, agent, or finder who would be entitled to a commission or fee upon the execution of this Agreement, other than KW Commercial and Jim Pappas Commercial Real Estate. The commission due to the Buyer's Agent is the responsibility of the Buyer and the commission due to the Seller's agent is to be paid by Seller to be paid in full at the Closing. Buyer and Seller shall indemnify and hold harmless the other as a result of either party's breach of the aforesaid representations and warranty.

15. **Seller's Representations:** Seller makes the following representations to the best of Seller's knowledge and belief:

A. Seller has not received any verbal or written notification of any pending or threatened litigation, which adversely affects the Property.

B. Seller represents that no hazardous or toxic waste or substances defined by any law relating to public health and safety or the protection of the environment, including, but not limited to petroleum, petroleum-related materials, or asbestos-containing materials ("Regulated Material") in any amount are now situated on the Property, and neither are there, nor to the best of Seller's knowledge, have there been any underground storage tanks located on the Property. Seller acknowledges that it has not knowingly dumped or disposed of any hazardous substances on any part of the Property and no pollutants or other toxic or hazardous substances including any solid, liquid, gaseous or thermal irritant or contaminant have been discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on the Property.

C. Seller represents that it has not received any notices, verbal or written, of any uncorrected violations of any laws, statutes, ordinances, rules or regulations, nor has it received any notice that the Property violates any municipal, county, state or federal law, ordinance regulation or code applicable thereto.

D. Seller represents that Seller has not derived title to the Property by adverse possession.

E. Seller represents that it has not received any notice that there are border disputes with adjacent property owners or other municipalities.

F. In the event that the Property is subject to any roll back or similar tax, the Seller shall cause the Property to be removed from the provisions thereof

and shall be responsible for the payment of any so-called roll back or similar taxes due for the periods prior to the Closing.

G. Seller has full legal authority to enter into this transaction and to fulfill all of Seller's obligations hereunder, and execution of this Agreement and consummation of the transaction contemplated hereunder shall constitute the valid and binding obligations of Seller in accordance with the terms hereof.

16. **Buyers Representations and Covenants.** Buyer represents and covenants to the Seller the following:

A. Buyer acknowledges that Buyer is purchasing the Property for the purposes of developing multi-family dwelling units thereon.

B. Buyer acknowledges and agrees that, except as otherwise expressly provided herein, it is Buyer's obligation to pay all costs, fees, charges and expenses associated with the development of the Property including but not limited to application fees, permit fees, inspection fees, license fees, plan review costs, sanitary sewer and water permit, tap and system capacity fees and charges, stormwater fees, and all other costs, fees, charges and expenses for the development of the Property.

C. In the event the Buyer withdraws from this Agreement for any reason, the Buyer is responsible for repairing the Property to substantially the same condition it was on the date of execution of this Agreement.

D. Buyer shall provide to Seller at Closing all resolutions and other authorizations necessary to purchase the Property.

E. Buyer is a corporation that has been duly organized and is validly existing under the laws of the Commonwealth of Pennsylvania.

F. Buyer has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder and that the execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder (i) has been duly authorized by all necessary organizational acts of Buyer; and (ii) will not conflict materially with, or result in any material breach of, any of the terms, covenants and provisions of any law, regulation, order, judgment, writ, injunction or decree of any court or governmental authority or any agreement or instrument to which or by which Buyer is bound.

G. Buyer is not in default with respect to and is not in violation of any judgment, order, writ, injunction, rule or regulation of any court or governmental agency to which Buyer is subject in any way affecting the transaction provided for herein.

H. Buyer is a knowledgeable about real estate investments and is capable of understanding the transaction contemplated hereby.

17. Miscellaneous:

A. Except as otherwise provided, where time periods are provided, the start of such time shall begin when this Agreement is fully executed by Buyer and Seller and a complete executed copy is delivered to Buyer.

B. Seller agrees to cooperate with Buyer and participate in any hearings or the like reasonably required by any governmental jurisdiction in which hearings or meetings are required in order to grant the necessary permits and approvals to Buyer. Furthermore, Seller agrees to execute any and all reasonable documents, applications, etc. necessary to achieve the aforesaid approvals.

C. Buyer may nominate an entity for the purposes of taking title to the Property to a related entity of A. R. Building Company Inc. and/or its principals however such nomination shall not relieve Buyer of its obligations under this Agreement.

D. Both parties agree that in the event of litigation, each party waives its right to a trial by jury and furthermore shall be responsible for its own Attorney's fees.

E. None of the warranties, representations, covenants, terms, and conditions set forth in this Agreement shall be merged into the documents executed and delivered at Closing. Instead, any and all representations, covenants, terms, conditions, and warranties contained in this Agreement shall survive the Closing for two (2) years from delivery and recording of the deed.

F. The captions or paragraph headings are for the convenience and ease of reference only and shall not be construed to limit or alter the terms of this Agreement.

G. This Agreement may be executed in any number of identical counterparts each of which shall be considered an original but together shall constitute but one and the same Agreement.

H. Buyer and Seller shall execute additional documentation as may be reasonably required to effectuate this Agreement.

I. Seller and Buyer intend to be legally bound by this Agreement. All of its terms and conditions will extend to and be binding upon the parties to this Agreement and upon their respective heirs, executors, administrators, personal representatives, successors and assigns.

J. This instrument, executed in multiple counterparts sets forth the entire contract between the parties, superseding all other documents and/or discussions, including, but not limited to, any prior Letter of Intent and/or Offer to Purchase, and is binding upon and inures to the benefit of the parties hereto, and

their respective heirs, legal representatives, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by the party or parties to be bound thereby. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

K. The Property shall be delivered, at Closing, free of all tenants and occupants other than Seller. Buyer shall accept any structures in "as-is" condition. Buyer shall be entitled to an inspection of the Property prior to Closing. Seller may remain on the Property, rent free, for a maximum of thirty (30) days following the Closing provided that: (a) Seller obtains a general liability insurance policy in the minimum amount of \$1,000,000 which policy names Buyer or its nominee as an additional insured and; (b) Seller indemnifies, hold harmless and defend Buyer for any and all liability resulting from Seller's occupancy of the Property post-Closing.

L. Seller agrees that Buyer may discuss the Property with, and make inquiries of, any third parties including, abutters, public officials or authorities in order to conduct its investigations and seek its zoning approvals. Until Closing, the financial aspects and timing of this transaction shall be held by Buyer in strictest confidence, without disclosure to any party other than Buyer's employees, and such third parties as the Buyer deems necessary to inform and only if such parties likewise agree to maintain the confidential nature of this transaction. In the event of termination of this Agreement by either party, the terms of this Agreement and the findings of Buyer's due diligence investigations shall be held by Buyer in strictest of confidence without disclosure to any party.

M. Buyer and Seller each acknowledge that each has been afforded the opportunity to confer with legal counsel of his/her choice prior to signing this Agreement. Each party represents to the other party that he or she has conferred with legal counsel of his/her choice and, after doing so, signs this agreement freely and voluntarily. Each party has cooperated in the drafting and preparation of this agreement so that the agreement shall not be strictly construed against either party.

N. If requested by a party after Closing, the other party shall not reasonably withhold or delay consent to a written request for the execution and delivery of any document or instrument correcting or confirming any document or instrument previously executed and delivered in this transaction, to effectuate the sale and purchase pursuant to this Agreement; provided, however, that no party shall be obligated to execute or deliver a corrected or confirmatory document or instrument that would vary the terms, including any financial terms, of this transaction in any material respect.

O. It is expressly agreed that the closing of the transaction contemplated by this Agreement is not conditioned upon or subject to Buyer's ability to obtain financing from any third parties.

P. In the event Buyer terminates this Agreement other than as a result of Seller's default, Buyer shall, if so requested by Seller, deliver to Seller copies of all documents, plans, surveys and reports related to its investigations and permitting within sixty (60) days following such termination.

SIGNATURE PAGE TO FOLLOW

DATE 7/21/23

BUYER:
A. R. BUILDING COMPANY, INC.
BY 
Daniel J. Mancosh
President

SELLER:
MAGIC GARDEN FLORIST LLC

DATE 07/20/23

By  Dawn Maier - Authorized Signatory
Dawn Maier, Member

DATE 07/20/23

By  Jared Maier
Jared Maier, Member