

December 19, 2019: Village Board Meeting  
**Minutes of Regular Meeting Sodus Point Village Board**

Deputy Mayor Kallusch called the regular meeting to order at 6:30 PM and led the Pledge of Allegiance.

Present: Deputy Mayor Kallusch, Attorney Williams, Trustee Appleby, Trustee Evans, Trustee DeWolf, CEO Druschel

Absent: Mayor McDowell

**MOTION** by Trustee Appleby and seconded by Trustee DeWolf to approve the November 21, 2019 regular meeting minutes.

Motion carried all voting aye.

**MOTION** by Trustee Appleby and seconded by Trustee Evans to approve the December 2, 2019 organizational minutes

Motion carried all voting aye.

Public: 6 present

Mayor McDowell updates:

**Water Levels**

SOS has contracted with Jessica Stone, an investigative reporter to investigate and create a publicity campaign to get water removed from the lake. To date she has found many connections to shipping from members of various IJC boards. She will be working with LOSLRA and United Shoreline – Ontario as well as SOS. The Mohawk tribe in Canada has a different treaty which may help provide some relief. She will have more for us in the next 2 months.

In the meantime, the IJC indicates they are doing all they can. With the water level not really changing that statement rings hollow as outflows are routinely reduced each week.

**CBDG – Featherly, Wickham Blvd**

Construction bidding was advertised on 12/11. All permits are in hand other than the DEC. They have a few minor comments that are being addressed and we expect their permit by year end. Construction at Featherly will be closely monitored due to the proximity to the eagle nest which is now inhabited. They have tentatively agreed to let us begin construction as soon as the contractor is able. The eagles will be monitored and we may have to delay if they do not tolerate the noise and activity.

**REDI**

On December 10<sup>th</sup> we met with all the permitting agencies and discussed the needs for each project. The engineers participated and had many of their questions answered. Hart Environmental was represented by Costich Engineering at this meeting.

Storm water project – The tentative schedule is attached. This has been reviewed with all the permitting agencies and the NYS DOT. Each of them supports the schedule and will work for it to succeed. The base mapping will complete by the end of the month. That will be used to create a formal design. We are tentatively planning a public meeting/open house on January 18<sup>th</sup> in conjunction with all the other activities that day. That will be used to get some formal public input. Details will follow as they are worked out. NYS DOT is very interested in the village taking responsibility for this section of road. We will need to explore the pro and cons as we learn more about the current conditions, future conditions and future funding opportunities. No decision is anticipated until this project is completed. This project is moving rapidly.

Beach Berm – Other than permitting discussions there has been no activity. Tom Hart, the designer has been moving. He will be fully engaged in January. One of the first tasks will be to get a base design so that we can begin to secure easements.

Lakestones – Elliot Engineering has requested the O’Brien and Gere (OBG) work papers to understand their estimate and design. This project is expected to be similar to the work done for the CBDG effort with some modifications for the specific location. Residents are excited about this project and will see the designs as soon as they are available. We will need to secure easements here as well.

White Birch - Elliot Engineering has requested the O’Brien and Gere (OBG) work papers to understand their estimate and design. Based on a site assessment it is not believed that work can be done from land. The property that is involved is owned by White Birch Campground Association and their incoming officers are on board with this project. This project will likely require some significant bank stabilization. Many techniques will need to be explored as well as any alternative solutions such as moving the wastewater main.

**Reports were given as follows:**

Deputy Mayor Kallusch- Mayors updates, buildings  
Trustee DeWolf- Wastewater, water, highway

Trustee Evans-  
Fire, Ambulance, Communications, Youth & Recreation

Contact Mark Jones Jr @ 315 573-9783 to purchase a memorial brick.

**December, 2019 Commissioner Report**

**Maxine Appleby**

**Streetlights:** RGE filed with the PSC for the buyback of the street lights, the case number is 19-E-0734. On November 25<sup>th</sup> I attended the “NYPA 90% Design Review Meeting - Group A”. Sodus Point is one of the municipalities in what is considered “Group A” of the Wayne County Aggregation street lighting projects. NYPA have split the aggregation into two groups; those with RGE as their utility have experienced a significantly higher level of cooperation and responsiveness from RGE than the remainder of the municipalities. There was an overall project review proceeded by individual municipality review of the photometric analyst (PA) and project costs. Sodus Point came in over the original quote. Since that time, I have been working with Bou at Guth DeConzo to get the LED numbers closer to the amount the board approved. NYPA and Guth will present to the board at the January meeting.

**Energy:** The EV charging station is now on Plug Share. Plug share is a travel app that displays routes to various charging stations as well as surrounding restaurants and other area amenities. With a charging station in Fair Haven it would create a nice lakeshore corridor route into Sodus Point.

The Village of Sodus Point, Green Spark solar project is progressing, they will be receiving the racking materials this week will install the piers & construct racking . They expect to have all modules installed with plans to energize before Christmas. Matt said “things are moving quickly despite the snow”. Art has reviewed the Estoppel they asked the Village to sign, this protects against a lawsuit if a property transfer occurs. Attached is a mock-up of the planned signage. On December 16th I attended a to discuss the possibility of pollinator habitat to be incorporated into the solar project. There is no expense to the village. The demonstration project will be the first of its kind in Wayne County and will provide valuable bee habitat to surrounding farms. Attached is the quote for rooftop solar. Total project costs are \$97,657. As a Clean Energy Community the Village will be eligible for a NYSERDA grant in 2020 that should cover most of the costs.

Clean Energy Upgrades: Sue Bassage and Joan Eckberg have volunteered to help with the benchmarking of our energy use. Thanks to Melanie for setting it up so they can contact RGE and request data in a csv file. We hope to meet soon to start the paperwork and review ways to make the Village Hall more energy efficient. Tracy completed the paperwork needed for the RGE rebates for the upgrades to all municipal buildings. It was a quick turnaround in a very hectic week, thank you Tracy.

**LWRP:** Sharon Lilla completed the RFP for the contractor to handle the LWRP Amendments. It is posted to the Village website and packets sent to MBE contractors. Proposals due no later than 3:00 PM on January 31, 2020.

**ATP:** The NYS DOT needs more time to review the draft ATP plan so the deadline for the committee comments is now the first week of January, 2020.

**Parks:** The Visitor's Center and Willow Park are all dressed up for the holidays, thank you to NASP, it looks beautiful. The Neighborhood Association also had a lovely tree lighting in Willow Park last week. They had carolers and served hot chocolate and cookies, plans are underway to make it an annual event.

The ice rink is up and the crew is waiting until some steady cold weather so it can be filled. The Sodus Rotary got a quote for a refrigeration unit and it is simply cost prohibitive at 20K. The rink will operate the same hours as years past, Open daily 10:00 A.M. – 10:00 P.M. There are several area winter guides the Village can list the rink hours once the ice is set.

With the board's permission would like to contact Mark Vandee about improvements to the kiosk in front of the Visitor's center, Mark was the original creator. It would be nice to add some additional village attractions as well as new plexiglass. Alice Bill said the kiosk is important and greatly used by visitors.

Winterfest is January 18<sup>th</sup> and will take place in Willow Park, Firehall, the Community center and just about all the venues around the Village. The Rotary Clubs have some really nice programs, vendors and events lined up. Genesee Land Trust will have a small ribbon cutting to the new Macyville Woods Nature Preserve during Winterfest on Saturday, January 18 at 11 AM. They will be serving hot cocoa and cookies. Brief remarks will be given by Genesee Land Trust and the Village. After the ribbon cutting ceremony there will be a walk of the property to those interested and a second walk / snowshoe at 2:00 PM led by Montezuma Audubon. Kevin Ferrell reported they continue to work in the Preserve adding trail markers, possibly a new bench, signs, etc. A few neighbors are helping us create benches from one of the downed trees, they are very excited about the effort.

Sill Landing and Macyville Woods are going to be listed in NY and Wayne County guides. Wayne County tourism can take any pamphlets or flyers to shows to display throughout the winter. Most of the deadlines for submissions are January 30, 2020. I have also enquired about membership and rates for advertising in the Seaway Trail Magazine and will have the information for the January meeting.

CEO Druschel- Building Inspector's report

**Public Comments:**

No public comments

**Old Business:**

NA

**New Business:**

A. MOTION by Trustee Evans and seconded by Trustee DeWolf to approve

**NMC PURCHASE AGREEMENT AMENDMENT AND ESTOPPEL CERTIFICATE**

This NMC PURCHASE AGREEMENT AND ESTOPPEL CERTIFICATE (this "**Agreement**"), dated as of December 19, 2019 (the "**Effective Date**"), is made and entered into by and between the Village of Sodus Point ("**Customer**") and CDG Sodus Solar 1, LLC, a New York limited liability company ("**Project Company**").

A. Customer and Project Company are parties to that certain Solar Power Net Metering Credit Purchase Agreement (Commercial-Non-Host), dated as of August 22, 2019 (the "**Purchase Agreement**"), pursuant to which Customer will be allocated Net Metering Credits from the solar electric generating facility located at 6502 North Geneva Road, known as the CDG Sodus project, with an expected capacity of 674.1 kW DC located in Sodus, NY (the "**Project**") to be leased, developed, and operated by CDG Sodus Solar 1, LLC;

B. Customer understands and acknowledges, based on information from the Project Company, that Enhanced Capital NY/VT 2019 Fund I, LLC, a Delaware limited liability company (“**Investor Member**”), will acquire membership interests in and make a substantial financial investment in Project Company’s direct or indirect owners, and following such acquisition and investment, Investor Member will be an indirect owner of Project Company; and

C. In connection therewith, Investor Member has required that this Agreement be delivered as a condition precedent to its investment.

NOW, THEREFORE, Customer and Project Company hereby agree as follows:

1. Customer and Project Company agree that the Purchase Agreement shall be amended and modified as follows, effective as of the Effective Date:

(a) Exhibit 2, Section 3 of the Purchase Agreement is amended and restated in its entirety to read as follows:

“3. 56% of Expected First Year Energy Production (kWh)”;

(b) Exhibit 2, Section 4(b) of the Purchase Agreement is amended and restated in its entirety to read as set forth in Schedule I attached hereto.

(c) The first sentence of Exhibit 3, Article 2 is amended and restated in its entirety to as follows:

“Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, the Net Metering Credits allocable to it pursuant to this Agreement (which will represent 56% of the Energy Output of the System)”;

(d) Exhibit 4 of the Purchase Agreement is hereby deleted and a new Exhibit 4 in the form attached to this Agreement is inserted in lieu thereof.

(e) Exhibit 6 of the Purchase Agreement is hereby deleted and a new Exhibit 6 in the form attached to this Agreement is inserted in lieu thereof.

(f) Article 3.2 of Exhibit 3 to the Purchase Agreement is hereby deleted in its entirety. For the avoidance of doubt, Customer and Project Company agree that there is no purchase option in favor of Customer with respect to the Project.

(g) Article 5.1.2 of the Purchase Agreement is hereby deleted in its entirety. For the avoidance of doubt, Customer and Project Company agree that Project Company will retain the Environmental Attributes (as defined in the Purchase Agreement).

2. Customer hereby certifies, agrees, represents and acknowledges to Investor Member and each of its successors and permitted assigns that, as of the Effective Date:

(a) No breach, default or event of default under the Purchase Agreement has occurred or now exists with respect to Project Company, nor, to Customer’s knowledge, with respect to Customer or any other party. There are no breaches, violations, unsatisfied conditions or other conditions presently existing that could give

rise to a default under the Purchase Agreement or allow Customer or Project Company to terminate the Purchase Agreement.

(b) The Purchase Agreement is in full force and effect and has not been assigned, amended, supplemented or modified since the date of execution thereof (except for the amendments set forth in this Purchase Agreement), and the Purchase Agreement is a legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

(c) There is no pending or, to Customer's knowledge, threatened, action, dispute, proceeding or other claim involving or relating to Customer that could reasonably be expected to, individually or in the aggregate, (a) adversely affect the performance by Customer of its obligations under the Purchase Agreement, (b) have a material adverse effect on the conditions (financial or otherwise), business or operations of Customer or (c) affect the legality, validity or enforceability of the Purchase Agreement, any action to be taken pursuant thereto or any of the transactions contemplated thereby. Customer is not aware of any event, act, circumstance or condition constituting an event of force majeure under the Purchase Agreement.

(d) There are no warranty claims currently outstanding under the Purchase Agreement and, to Customer's knowledge, there exists no basis on which any such warranty claim could be made. Neither Customer nor Project Company has made any indemnity claim or claim for liquidated damages under the Purchase Agreement. Customer has no knowledge of any facts entitling Customer to any claim, counterclaim, offset or defense against Project Company in respect of the Purchase Agreement.

(e) All payments, costs and expenses required to be made or paid by Project Company under the Purchase Agreement on or prior to the date hereof have been made or paid by or on behalf of Project Company. All representations of Customer under the Purchase Agreement are true and correct as of the Effective Date.

(f) The execution, delivery and performance by Customer of the Purchase Agreement and this Agreement (i) have been duly authorized by (a) all necessary governmental approvals, which are in full force and effect, and (b) all necessary action on the part of Customer, (ii) do not and will not require any further consents, filings or approvals that have not been made or obtained of any other person or entity (including any governmental entity), and (iii) do not violate any provision of any law, regulation, order, judgment or similar matter or breach any agreement presently in effect with respect to or binding on Customer.

(g) Customer has not received notice of any assignment of any right, title or interest of Project Company in, to and under the Purchase Agreement, nor has Customer assigned any of its right, title, interest or obligations in, to or under the Purchase Agreement.

(h) Customer acknowledges there will be a change in control of Project Company and hereby consents to such change in control of Project Company. Said change in control will not have any material adverse effect on the rights and obligations of Project Company or Customer under the Purchase Agreement, and the Purchase Agreement shall remain in full force and effect. Customer further acknowledges that Investor Member will rely on this Agreement in making its investment.

(i) Each of Customer and Project Company understands and acknowledges that Investor Member and its present and future affiliates, successors and assigns, will be relying on this Agreement, and that this Agreement binds Customer and Project Company and their respective successors and assigns.

IN WITNESS WHEREOF, Customer and Project Company have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date

Motion carried all voting aye.

- B. CEO Druschel distributed a draft Electric Vehicle Charging policy for the Board and Attorney Williams to review and provide comments at the next board meeting.
- C. MOTION by Trustee Appleby and seconded by Trustee DeWolf to approve and accept the Sodus Point Fire Dept line officers as follows
  - 22-1 Mark Jones Jr.
  - 22-2 Chuck Sergeant
  - 22-3 Anthony Hollebrandt
  - 22-4 Tim Dostman
  - 22-5 Mark Jones Sr.
  - Engine Captain Jason Knapp
  - Rescue Captain Brian Williams
  - Water Rescue Captain Dan MottlerMotion carried all voting aye.
- D. The Village Board acknowledged the receipt and notification from Martin's Tideside Marine Inc. for use of land underwater of the State of New York. OGS Easement Lease of underwater Lands for existing floating dock system bayside 100 slips total.

**Treasurer:**

- A. **MOTION** by Trustee DeWolf and seconded by Trustee Appleby to approve payment of claims 12-1 through 12-46 for a total of \$121,562.52; General/Highway \$84,448.70; Water \$15,023.81; Wastewater \$22,090.01.  
Motion carried all voting aye.

**Other Business:**

**MOTION** by Trustee DeWolf and seconded by Trustee Appleby approved the Use of Parking Lot Agreement pending the approval from SBYC and final draft. The agreement will permit parking of vehicles by the general public in the Sodus Bay Yacht Club parking lot during winter months Jan. 1, 2020 – March 31, 2020.

**MOTION** by Trustee DeWolf and seconded by Trustee Appleby to adjourn the meeting at 7:07PM  
Motion carried all voting aye.

Next scheduled regular Board meeting will be on Thursday, January 16, 2019 at **6:30 PM**

Tracy B Durham  
Clerk-Treasurer