

Town of Richmond
Monday April 25, 2022
7:00 PM
Special Town Board Meeting
8690 Main Street Honeoye NY 14471

Supervisor Daryl Marshall

Councilman Stephen Barnhoorn

Councilwoman Linda Grace – Absent

Councilman David Baker

Councilman Devan Cornish

0 Residents in attendance

7:00 pm Supervisor Marshall called the meeting to order.

Solar simplify – we sent them our last and final demands; they have agreed to everything for the 12-month term.

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MUNICIPALITY SERVICES AGREEMENT

This Marketing Services Agreement (“Agreement”) is between Solar Simplified, LLC with an address of 301 W Grand Ave, Unit 314, Chicago, IL 60654 (“Company”) and The Town of Richmond with an address of 8690 Main Street, P.O. Box 145, Honeoye, New York 14471 (“Municipality”), each individually referred to as Party and jointly as Parties.

Term: This Agreement shall commence on April 18, 2022 (“Effective Date”) and continue for an initial term of twelve (12) months, which initial term shall automatically be extended for a period of twelve (12) months unless terminated by either Party. The Agreement may be terminated by either Party for any reason with a 30-day notice. Company may pause its performance of Services with 24-hour notice for compliance or regulatory reasons.

Program: This Agreement relates to an “opt-in” community solar program enabling residents and businesses in Municipality to benefit from the Abundant Solar Facility in Municipality and other community solar projects that are available at time of registration for Municipality residents at Solar Simplified’s projects (“Community Solar Program”). The Company guarantees customers

that enroll obtain a savings of at least 10% savings on their solar credits.

Services. Company agrees to solicit residents and businesses in the Municipality to participate in Community Solar Program until the end of the Term. During the Term of this Agreement, Municipality shall grant to Solar Simplified a license to use any necessary branding (including but not limited to names, logos, and letterhead) and any other intellectual property necessary for Solar Simplified to market the Community Solar Program. Municipality shall approve drafts of all marketing materials, including material sent electronically. This license will terminate upon the termination or expiration of this Agreement. The Parties shall seek to issue, where appropriate, joint press release statements or other such public announcements concerning Solar Projects, all of which must be approved by Municipality, which approval shall not be unreasonably denied. During the Term of this Agreement, Company shall be the exclusive marketing agent retained by the Municipality in connection with marketing opt-in community solar services.

Payment. Company shall pay Municipality a one-time acquisition fee of \$50 per enrolled Community Solar Program Customer. Payment shall be made on the month following receipt of payment for Customer(s)' first community solar credits invoice. Termination of the Agreement for any reason does not absolve Company from making payments (if any are due) for Services provided in accordance with this Agreement. Municipality shall not be obligated to pay Company any fees for its services. For a period of five years following termination of this Agreement for any reason, Municipality agrees not to solicit existing Customers of the Community Solar Program that are continuing to receive a 10% solar credit from the Community Solar Program to participate in other opt-in community solar Projects without refunding acquisition fees paid by Company to Municipality or without obtaining Company's consent.

Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are prepared by or on behalf of Company in the course of performing the Services, (collectively, the "Deliverables") shall be owned by Company.

Compliance with Laws, Permits, and License Requirements. Company shall comply with all federal, state, and local laws applicable to performance of Services and shall procure at its expense all licenses, certifications, and all permits necessary for the fulfillment of its obligations under this Agreement.

Entire Agreement. This Agreement is an integrated agreement and contains the entire agreement regarding matters herein between the Parties. No representations, warranties or promises have been made or relied upon by any Party hereto other than as set forth herein. Any changes, modifications, or additions to this Agreement shall be made by mutual consent in writing in the form of a supplemental Agreement signed by both Parties and attached hereto.

No Third-Party Beneficiaries. Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied,

confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Indemnification. To the fullest extent permitted by law, Company (“Indemnitor”) shall indemnify, defend, and hold harmless Municipality (“Indemnitee”), and their respective, officers, agents, employees, contractors and subcontractors (each, an “Indemnitee”, and collectively, “Indemnitees”) from and against all claims, damages, losses, liabilities and expenses (including court costs and reasonable attorneys’ fees) to the extent caused by, arising out of, or resulting from (a) the fault, negligent acts or omissions in connection with performance of its obligations under this Agreement, whether active or passive, or any breach of this Agreement, of or by the Indemnitor or its agents, (b) the violation by Indemnitor of any law or regulation governing its performance of this Agreement, (c) Indemnitor’s failure to pay any taxes for which it is responsible under this Agreement or by law, (d) bodily injury or death of a third party, or loss of or damage to a third party’s property, to the extent caused by the negligent acts or omissions or willful misconduct of Indemnitor, its employees, contractors, subcontractors, agents, or representatives, (e) bodily injury to or death of any employee of Indemnitor or an affiliate of such Indemnitor, (f) any liability or obligation owing to any of Indemnitor’s employees, agents, contractors and subcontractors arising out of or attributable to acts or omissions of such Indemnitor, including any claims by an employee of Indemnitor for salaries and/or benefits. Notwithstanding the foregoing, no indemnification shall be provided to any Indemnitee for fraudulent or illegal acts or acts of gross negligence or willful misconduct by such Indemnitee.

Governing Law: This Agreement will be construed in accordance with and enforced under the laws of the State of New York, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures as of the day and date first written above.

Municipality: Town of Richmond

Company:

Signature: _____

Signature: _____

Name: Daryl Marshall

Name: _____

Title: Town Supervisor

Title: _____

Councilman Barnhoorn moved to authorize Supervisor Marshall to execute this agreement with Solar Simplify if it approved by the towns attorney

Councilman Baker 2nd

Roll call vote was performed by Tracy Lortscher, Town Clerk

Councilwoman Grace

Absent

Councilman Barnhoorn	Aye
Councilman Baker	Aye
Councilman Cornish	Aye
Supervisor Marshall	Aye

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RESOLUTION AUTHORIZING SUPERVISOR TO ESTABLISH A PUBLIC PARKING PLACE AND ACQUIRE PROPERTY FOR PUBLIC PARKING

WHEREAS, the Town of Richmond ("Town") determines that there is a need for additional public parking in the downtown area and seeks to acquire vacant land for the purpose of establishing a public parking place; and

WHEREAS, the Town is authorized acquire real property for the purpose of establishing a public parking place pursuant to Town Law §64(2) and Town Law §220; and

WHEREAS, the Richmond Fire Department, Inc. ("RFD") is the owner of a certain vacant parcel of real property comprised of ±0.524 acres and located on County Road 36 and identified on the tax map as 135.20-1-22.000 ("Property") and seeks to sell it to the Town; and

WHEREAS, the Town has determined that the Property is suitable for public parking purposes and seeks to purchase the Property; and

WHEREAS, resolutions to establish public parking and purchase the land for such purpose are not subject to Permissive Referendum pursuant to Town Law §220 when said purchase will be funded with surplus funds; and, therefore it is

RESOLVED that the Town shall use surplus funds to purchase the Property for public parking purposes; and it is further

RESOLVED that the purchase price for the Property shall not exceed \$16,000; and it is further

RESOLVED that the purchase price represents the fair market value of the property and that such a purchase would be in the best interests of the Town; and it is further

RESOLVED, that the Town Supervisor is hereby authorized to execute all documents necessary to complete the purchase of the Property.

Councilman Barnhoorn motioned to authorize Supervisor Marshall to execute all documents necessary to complete the purchase of the property.

Councilman Baker 2nd

Amend motion that the purchase is contingent on a favorable phase 1 environmental study which will be paid for by the town

Councilman Baker motions to approve the amended resolution of the above

Councilman Barnhoorn 2nd

All in Favor

Roll call vote was performed by Tracy Lortscher, Town Clerk

Councilwoman Grace	Absent
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Councilman Barnhoorn	Aye
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Councilman Baker	Aye
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Councilman Cornish	Aye
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Supervisor Marshall	Aye
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7:15 pm - Councilman Barnhoorn motions to go into Executive Session for the purpose of employment history of an individual.

Councilman Baker 2nd

All in Favor

7:44 pm – Councilman Barnhoorn motions to come out of Executive Session

Councilman Baker 2nd

All in Favor

Councilman Baker motions until further notice the Code Enforcer is to show the Supervisor all building permits for approval before payment is taken by the Town Clerk

Councilman Barnhoorn 2nd

Roll call vote was performed by Tracy Lortscher, Town Clerk

Councilwoman Grace	Absent
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Councilman Barnhoorn	Aye
Councilman Baker	Aye
Councilman Cornish	Aye
Supervisor Marshall	Aye

Supervisor Marshall spoke regarding a request from Spencer in the Code Enforcers office. St. Mary's Church wants a 12x18 shed and would like to have the fee of \$35.00 waved if possible. The board decided to research before deciding and acting on.

Update on Mill Creek – Supervisor Marshall got DEC answer regarding the application that we have in with them. They are now asking for the Honeoye Creek Watershed study report. They want the study wrapped up with our permit. We don't expect the rough draft of the study until around June. Supervisor Marshall has a meeting Wednesday morning to outline the area and submit for an emergency application for the area that needs to be addressed.

7:59 – Councilman Baker motions to adjourn the meeting

Councilman Barnhoorn 2nd

All in Favor

Respectfully Submitted,

Tracy Lortscher, Town Clerk

Date