



Lori A. Cole
Manager - Regulatory & Tariffs

March 25, 2021

VIA ELECTRONIC FILING

Honorable Michelle L. Phillips
Secretary
New York State Public Service Commission
Three Empire State Plaza
Albany, NY 12223-1350

RE: Notification Regarding Easement of Property between Rochester Gas and Electric Corporation Sunoco Pipeline L.P.
Pursuant to Public Service Law Section 70

Dear Secretary Phillips:

Pursuant to Section 70 of the New York Public Service Law, Rochester Gas and Electric Corporation ("RG&E" or the "Company") hereby notifies the New York State Public Service Commission ("Commission") that the Company would like to provide an easement on RGE Property Greenway-9 ROW Paul Road to Sunoco Pipeline L.P. ("Buyer").

Section 70 of the PSL provides generally that an electric corporation cannot transfer or lease its franchise, works or system without the written consent of the Commission. An exception to this general provision exists for any transfer or lease with an original cost of less than \$100,000 dollars proposed by an electric corporation having annual gross revenues in excess of \$200 million dollars. Such a transfer of property shall be effective without the Commission's written consent within ninety (90) days after such corporation notifies the Commission that it plans to complete the transfer, and submits to the Commission a description of the transfer.

Background

The parcel of land on which the easement is being granted is owned by RG&E and is commonly known as Property Greenway-9 ROW Paul Road located in the Town of Chili, County of Monroe, State of New York. The property was purchased in 1949 and 1970 for the Greenway Project. The original cost of this portion of the land is \$114.84 for .0227 of an acre.

The Buyer approached RG&E requesting to purchase said easement which the Buyer will then construct the Pipelines in, over, through, across, under, and along the Property. The easement acreage on the parcel of land is 0.0227 acres and the Buyer will pay RGE \$5,000.00 for the rights on the property.

The Assessed Value of the easement area is \$37,100.

Attached are copies of the Permanent Easement, Short Environmental Assessment Form and draft journal entries for the transaction.

Additional Information

- RG&E does not plan to make any structural repairs or alterations to the property.
- RG&E does not have any future plans for the property.
- The proposed sale will not affect RG&E's electric grid safety and reliability.

Conclusion

The sale property will not adversely affect the operations or services to RG&E's customers. If you have any questions concerning this filing, please contact Kathy Grande at Kathy_Grande@rge.com, or me at (585) 484-6810.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Lori A. Cole".

Lori A. Cole

Enclosure

**Rochester Gas and Electric Corporation
Notification for Easement
Greenway – 9 ROW**

SCHEDULES

- A - Easement
- B - Agreement
- C - Short Environmental Assessment Form
- D - Accounting Entries for the Transaction

Schedule A

Easement

This instrument prepared by
SUNOCO PIPELINE L.P.
and when recorded return to:
SUNOCO PIPELINE L.P.
Right-of-Way Department
Attn: John Horgan
525 Fritztown Road
Sinking Spring, PA 19608

PERMANENT EASEMENT

This Permanent Easement ("Easement"), dated _____, by ROCHESTER GAS AND ELECTRIC CORPORATION, whose mailing address is 89 EAST AVENUE, ROCHESTER, NEW YORK 14604 (hereinafter referred to as "Grantor", whether one or more), for the consideration of TEN Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby does forever grant, bargain, sell and convey unto **Sunoco Pipeline L.P.**, a Texas limited partnership, with an office at 525 Fritztown Road, Sinking Spring, PA 19608, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"), a non-exclusive fifty foot (50') wide free and unobstructed permanent easement in order to construct, operate and maintain a pipeline, not to exceed eight inches (8") in nominal pipe diameter (the "Pipelines") and any appurtenant facilities including, above-ground markers, in, over, through, across, under, and along land owned by the Grantor described in the attached **Exhibits "A" and "B"** (the "Permanent Easement"), attached hereto.

Grantor also hereby grants, bargains, and conveys unto Grantee a temporary construction license, not to exceed twenty-five feet (25') in width immediately adjacent to the Permanent Easement area and additional temporary work space, if any, (collectively, the "Temporary License"), at such locations as substantially shown on the attached **Exhibits "A" and "B"**, in order to construct the Pipelines in, over, through, across, under, and along the Property, and to otherwise exercise the rights granted to Grantee provided herein. The term of the Temporary License shall be for a period to extend six (6) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary License prior to the six (6) month period and so states in writing, then the Temporary License shall immediately terminate. All rights, duties and/or obligations arising by or under this Easement shall only apply to the Temporary License while same is in effect.

The Permanent Easement and Temporary License (collectively, the "Easements") lie and are located in lands owned by Grantor in Monroe County, New York described as follows:

Parcel identification number(s): 147.03-1-33 and 147.04-1-8.2, being all that particular tract or parcel of land owned by Grantor or to which Grantor may have rights in said tract or parcel of land, containing 11.86 acres, more or less, being more specifically described in the Deed dated November 30, 1970 and recorded in Deed Book 4101, Page 583, and Deed dated June 25, 1949, Volume 3217, Page 57, in the office of the Recorder of Deeds of said County and State (the "Property").

It is further agreed as follows:

1. The right to use the Easements shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, surveying, inspecting, patrolling, protecting, repairing, , ,

abandoning in place and removing at will, in whole or in part, pipelines, for the transportation of oil, oil products, crude petroleum, natural gas, natural gas liquids, hydrocarbon liquids and the products thereof, together with above- and below-ground appurtenances as may be necessary or desirable for the operation of the Pipelines.

2. Grantee shall bury the Pipelines to a minimum depth of thirty-six inches (36") below the surface of the ground and any then-existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipelines may be buried at a lesser depth.

3. Grantee shall have the right to select the exact location of the Pipelines within the Permanent Easement. Further, Grantee shall have the right to construct and maintain slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipelines and appurtenant facilities related to this pipeline project.

4. The consideration paid by Grantee in this Easement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements during the initial construction of the Pipelines and related facilities. The initial consideration includes all damages to Grantor (or, if leased, to Grantor's tenant) caused to timber or growing crops on the Easements. The initial consideration does not cover any damages or claims for damage which may arise after initial construction of the Pipelines to Grantor's other lands or the Permanent Easement from time to time by reason of the operation, maintenance, repair, alteration and/or servicing of the Pipelines, or any other damages incurred from time to time as hereinafter more specifically set forth, including damages for loss, claim, damage, injury or death if such loss, claim, damage, injury or death is due to Grantee's exercise of any right under this Easement. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue.

5. Grantee shall have the right of entry, access, ingress and egress in, to, through, on, over, under and across the land of Grantor for any and all purposes reasonably necessary for and/or incident to Grantee's exercise of the rights granted to it by this Easement. Grantee shall promptly repair any damage to Grantor's property and roads caused by Grantee so as to maintain the property and roads in as good or better condition as existed prior to use by Grantee.

6. Grantee will, insofar as reasonably practicable, level, re-grade and reseed the ground disturbed by Grantee's use of the Easements and will construct and maintain soil conservation devices on the Easements immediately after the initial disturbance of the soil and maintain throughout construction as may be reasonably required to prevent damage to the Property of Grantor from soil erosion resulting from construction of the Pipelines.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Without limiting the foregoing, Grantor is expressly not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which the Easements are being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee. Grantor's authorized uses may include, but shall not be limited to, agricultural, recreational, industrial, open space, set-back, density, street and roadway purposes; provided that Grantor shall not construct any improvements on the Permanent Easement that would unreasonably interfere with Grantee's exercise of the rights herein conveyed. Grantor is permitted, to construct, reconstruct or maintain facilities and provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements (including Cathodic protection) are met by Grantor. The use of the Permanent Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Permanent Easement. Grantor must notify Grantee in writing of its intention to install any such encroachments. In the event the Grantee reasonably believes the terms of this paragraph have been violated, Grantee shall provide Grantor written notice of such alleged violation and Grantor shall have sixty (60) days to investigate and, if Grantor agrees that a violation has occurred, resolve such violation to the reasonable satisfaction of the Grantee. In case of an emergency posing a real and present risk to health, safety or property, based on either parties' exercise of reasonable business judgment either party shall have the right to correct or resolve such violation in a reasonable and prudent manner. The Parties shall exercise the

rights and obligations of this paragraph in good faith and shall escalate any disputes to Senior Management before pursuing legal remedies.

8. Grantee agrees that Grantee and its agents, officers, servants, employees or subcontractors shall not (i) hunt, fish, trap, swim, camp or picnic on the Easement, (ii) purposely harm or injure in any way the artifacts, wildlife, animals or livestock on the Easement, or (iii) bring any dog, gun, firearm, fishing equipment, other sporting paraphernalia, alcohol or illegal drug of any kind onto the Easement.

9. Grantee has the right, but not the obligation, to mow the Permanent Easement and to trim or cut down or eliminate trees or shrubbery to the extent, in the reasonable judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipelines, to remove possible hazards thereto and to comply with governmental regulations, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement which, in the reasonable judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipelines and appurtenant facilities or conflict with governmental regulations. All trees, brush and other debris caused by construction shall be chipped and spread on the Easements or removed to an authorized disposal site. Grantee shall select the method of disposal. Grantee shall not be liable for damages to any tree, brush or tree limbs upon the Permanent Easement as a result of its exercise of its rights under this paragraph.

10. Grantor shall retain all the oil, gas, and other minerals in, on and under the Permanent Easement; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Permanent Easement, but it will be permitted to extract the oil and other minerals from and under the Permanent Easement by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement for the purposes for which the Permanent Easement is being sought by Grantee.

11. Grantee shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the Pipelines. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and a permanent gate installed, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the Property. Upon completion of initial construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee will restore all fences cut during construction as nearly as possible to as good, or better, condition as they were prior to the construction of the Pipelines. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same, so that cattle, horses and/or other livestock located on the remainder portion of the Property cannot stray from the fenced pastures. Grantee and Grantor shall have the right to install locks on the gates so as to allow access to each party.

12. Grantee agrees that, after completion of initial construction or in the event Grantee's operation, maintenance, repair, alteration and/or servicing of the Pipelines disturbs the surface of the Permanent Easement, Grantee will restore the surface of the Permanent Easement, as much as is reasonably practicable, to the condition that existed prior to such use of the Permanent Easement, except to the extent that the surface may be permanently modified by such construction, maintenance, repair, alteration and/or servicing of the Pipelines. Grantee shall restore any surface area of the Temporary License disturbed during initial construction, as much as is reasonably practicable, to the condition that existed immediately preceding Grantee's use of the Temporary License, except to the extent that the surface may be permanently modified by Grantee's permitted use of the Temporary License as set forth in this Easement.

13. The undersigned warrant that he/she/they/it is/are the owner(s) of the Property herein described and have authority to execute this Easement on behalf of the parties to this Easement.

14. Cathodic protection test stations, if necessary, for the operation of the Pipelines, as determined by Grantee, may be placed by Grantee at the junction of the Permanent Easement and the fence lines on Grantor's Property and at any other location required by law.

15. Upon notice of at least sixty (60) days, the rights granted to Grantee in this Easement may be assigned, in whole or in part, to one or more assignees. Provided that Grantor does not raise objection within the sixty (60) day notice period Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment. In the event that Grantor timely objects to the assignment, Grantor will not unreasonably withhold, condition or delay the assignment. Notwithstanding the foregoing, upon 30 days advance notice to the Grantor, Grantee may assign this Agreement without the consent of Grantor to any (i) entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control of, Grantee, (ii) entity to whom Grantee has assigned all or substantially all of its assets or (iii) to any bank, financing institution or other lender, or groups thereof, pursuant to the terms of any financing agreements. The Permanent Easement shall be perpetual.

16. This Easement shall be interpreted in accordance with the laws of the State of New York and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

17. This Easement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, representatives, successors and assigns. Facsimile signatures shall be deemed as an original signature by the enforcing party, but Grantor shall deliver at least one (1) original signature to Grantee for recording purposes.

18. This Easement contains the entire agreement and supersedes any and all prior statements, whether written or oral, and all oral or written proposals, if any, concerning the subject of the Easement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee that is not expressed or referenced specifically within the Easement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Easement is free and voluntary; this Easement may not be modified or amended, except on or after the date hereof, by a writing signed by the other party against whom such modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

19. Any and all notices to which the parties shall be entitled hereunder or under any law, statute, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Easement is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses shown above, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for herein. Grantor and Grantee may designate persons and addresses for all notices and information. Such persons or addresses may be changed by the respective party by delivering written notice of such change to the other party.

20. Grantor and Grantee shall execute and deliver any instruments and documents and take such action as may be necessary or reasonably requested or required by the other party to give full force and effect to this Easement and to carry out its intent.

21. To the extent permissible under law, GRANTEE shall indemnify and hold GRANTOR, its officers, directors, employees and agents harmless from and against any claims, actions, suits, judgments, liabilities, damages or costs of any kinds whatsoever (including, without limitation, reasonable attorney's fees) arising from personal injury (including death) or property damage caused by the actions or omissions of GRANTEE hereunder, except to

the extent such claims, actions, suits, judgments, liabilities, damages or costs (including reasonable attorney's fees) , arise from the negligence or willful misconduct of GRANTOR.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Easement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

[Signature Page(s) Follow]

Exhibit A

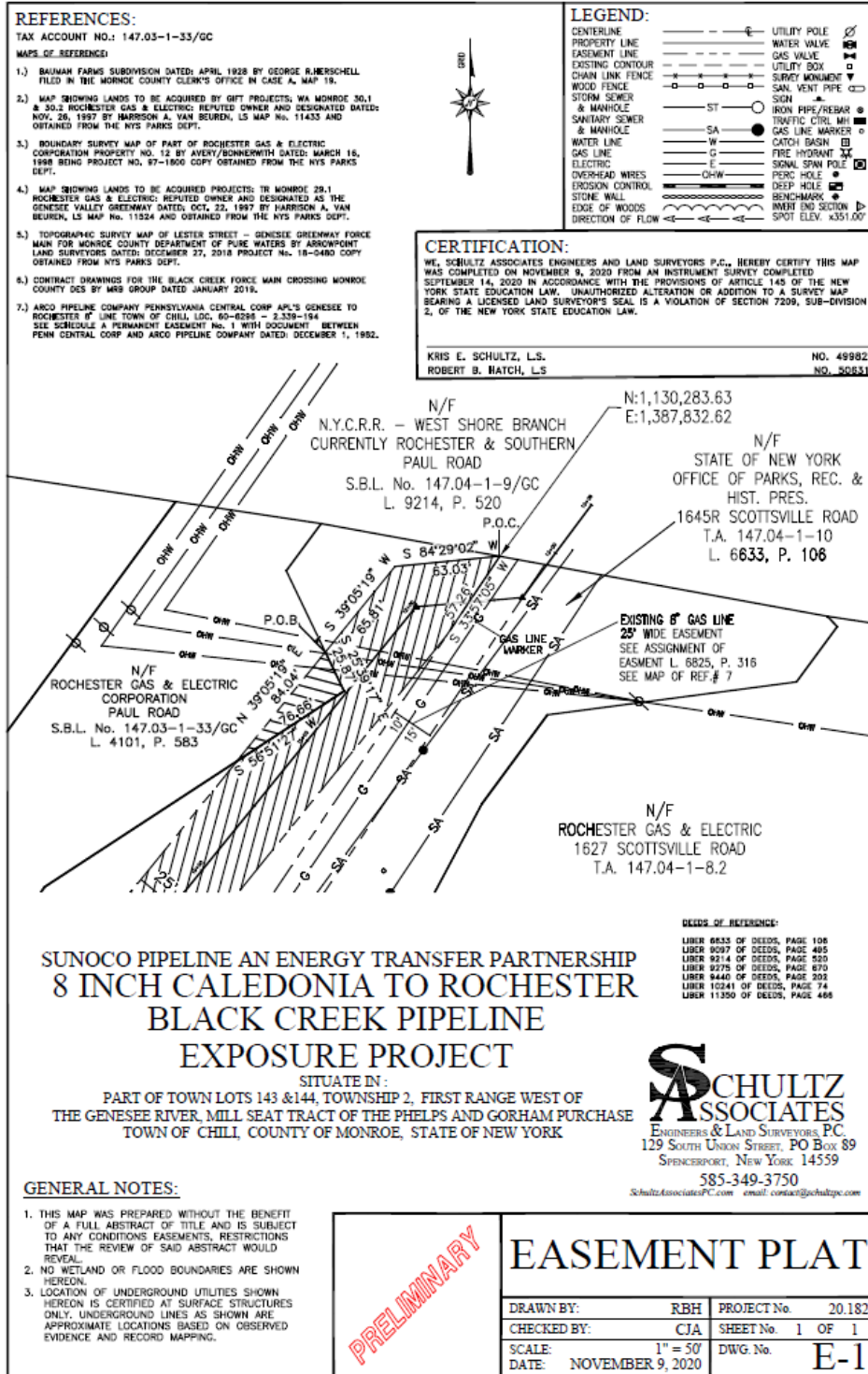


Exhibit B (as needed)

Schedule B

Agreement



Sunoco Pipeline L.P.
Eastern Area Headquarters
525 Fritztown Road
Sinking Spring, PA 19608

December 9, 2020

Paul Hood
Contractor to Rochester Gas and Electric Corporation
Sr, Right of Way Agent
89 East Ave, 8th Floor
Rochester, NY, 14604

RE: Sunoco Oil Pipeline - 12003 CALE-ROC3-8, Black Creek Culvert Genesee
Junction, Chili, NY

Dear Mr. Hood:

Thank you for your cooperation and assistance in preparing a new agreement related to parcel numbers 147.03-1-33 and 147.04-1-8.2. As compensation, we would like to offer a payment of \$5000 as consideration for the new agreement.

As background, the need for this new agreement is to support the NY State Parks project to repair the bridge over Black Creek that is falling apart.

We will relocate the existing 8" petroleum products pipeline from the bridge over Black Creek, along the Genesee Valley Greenway, north of Ballantyne Rd, and south of the railroad tracks, in the Town of Chili, Monroe County, New York.

Should you have any questions, please feel free to contact me at 610-670-3251.

Very truly yours,

John Horgan

John Horgan, SR/WA
Right of Way Specialist

Schedule C

Short Environmental Assessment Form

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
Name of Action or Project: Rochester Gas & Electric (RG&E) Easement Agreement with Greenway-9 ROW			
Project Location (describe, and attach a location map): Parcel of Land Near Paul Road, Town of Chili, Monroe County, New York (see Figure 1/Exhibit A)			
Brief Description of Proposed Action: Rochester Gas and Electric Corporation ("RG&E" or "Grantor") has entered into an agreement to provide an easement on its Greenway-9 ROW, located on Paul Road in Chili, New York. The easement will be for a non-exclusive fifty foot (50') wide free and unobstructed permanent easement in order to construct, operate and maintain a pipeline, not to exceed eight inches (8") in nominal pipe diameter (the "Pipelines") and any appurtenant facilities including, above-ground markers, in, over, through, across, under, and along the land owned by the Grantor. This property was purchased in 1949 and 1970 for the Greenway project. The easement area is limited to the area as defined in Figure 1 (Exhibit A). The easement agreement is subject to approval by the New York State Public Service Commission. See attached narrative and other figures for additional information: Figure 2 - Site Location, Figure 3 - Cultural Resources, Figure 4 - Wetlands & Streams, and Figure 5 - FEMA Floodplains.			
Name of Applicant or Sponsor: New York State Electric & Gas Corporation (NYSEG) (Contact: Deborah S. Dunlap)		Telephone: 585-484-5747 E-Mail: dsdunlap@nyseg.com	
Address: P.O. Box 5224, 18 Link Drive			
City/PO: Binghamton		State: NY	Zip Code: 13902
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		+/-0.023 acres	
b. Total acreage to be physically disturbed?		+/-0.023 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		N/A acres (See narrative)	
4. Check all land uses that occur on, are adjoining or near the proposed action: <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape? (See narrative)	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action? (See narrative)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: <u>Not applicable. See narrative.</u>	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ Not applicable.	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ Not applicable.	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? (See narrative and Figure 3)	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? (See narrative and Figure 3)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? (See narrative and Figure 4)	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? (See narrative and Figure 4)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan? (See narrative and Figure 5)	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, <div style="margin-left: 20px;"> a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? </div> If Yes, briefly describe: <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div> See narrative.	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor/name: <u>Deborah S. Dunlap</u> Date: <u>3/19/21</u></p> <p>Signature: <u><i>Deborah S. Dunlap</i></u> Title: <u>Manager - Environmental Projects</u></p>		



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



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	Yes

**Rochester Gas & Electric (RG&E) Easement Agreement
with Greenway-9 ROW
SHORT EAF PART 1
ADDITIONAL INFORMATION
Easement Area in the Town of Chili, Monroe County, New York**

Part 1 – Project and Sponsor Information

SEAF page 1. Brief Description of Proposed Action

Rochester Gas and Electric Corporation (“RG&E” or “Grantor”) has entered into an agreement to provide an easement on its Greenway-9 ROW, located on Paul Road in Chili, New York. The easement will be for a non-exclusive fifty foot (50’) wide free and unobstructed permanent easement in order to construct, operate and maintain a pipeline, not to exceed eight inches (8”) in nominal pipe diameter (the “Pipelines”) and any appurtenant facilities including, above-ground markers, in, over, through, across, under, and along the land owned by the Grantor. This property was purchased in 1949 and 1970 for the Greenway project. The easement area is limited to the area as defined in Figure 1 (Exhibit A). The easement agreement is subject to approval by the New York State Public Service Commission.

Figure 2 presents the Site Location, Figure 3 - Cultural Resources, Figure 4 - Wetlands & Streams, and Figure 5 - FEMA Floodplains.

SEAF items 3.a-c. Acreage

The area of easement is limited to an area of approximately 0.023 acres. The action will result in construction of a new pipeline as defined in the Brief Description of the Proposed Action in Part 1 of the SEAF. Although the disturbance will be temporary, it will be rectified as soon as project construction is complete.

SEAF item 6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?

The easement agreement will not impact the landscape or otherwise diminish community character within the Town of Chili, because the easement area is limited to an area of approximately 0.023 acres. Although the action will result in new construction as previously described, the project area will be rectified as soon as project construction is complete. Additionally, as the pipeline will be located underground, no adverse visual impacts to the existing built or natural landscape are anticipated as a result of the proposed project.

SEAF item 8.b. and c. Pedestrian accommodations

Public bus transportation and pedestrian accommodations may be available in the Town of Chili, or in the vicinity of the easement area. However, the easement agreement will not have any impact on the pedestrian accommodations.

SEAF item 9. Does the proposed action meet or exceed the state energy code requirements?

This action is limited to an easement agreement and does not include or involve modifications to the system for code compliance.

SEAF item 12.a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?

According to the CRIS website, the Town of Chili includes National Register sites. However, no National Register sites were identified within the vicinity of the easement area along Paul Road. According to the CRIS website, the closest National Register site is the Rochester's Historic Parklands, approximately 1.3 miles northeast of the easement area. Figure 3 depicts the lack of National Register sites within the vicinity of the easement area.

SEAF item 12b. 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 Historic Preservation Office (SHPO) archaeological site inventory?

According to the CRIS website, the easement area is located in the proximity of several archeologically sensitive areas as designated by the New York State Historical Preservation Office (SHPO) (see Figure 3). However, the easement area is located outside of the archeologically sensitive areas, and the project will not impact archeological resources present in the area.

SEAF item 13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by federal, state, or local agency?

Review of the NYSDEC EAF Mapper indicated wetlands located within the proximity of the easement area. According to additional review of the National Wetland Inventory (NWI) map and NYSDEC Environmental Resource Mapper, wetlands were identified in close proximity to the easement area. Figure 4 depicts the extent of the NWI mapped wetlands, NYSDEC mapped wetlands, and NYSDEC streams located within close proximity to the easement area. The easement agreement would not significantly impact any potential wetland or stream because the area of disturbance for pipe construction is outside of the wetlands.

SEAF item 16. Is the project located in the 100-year flood plain?

Federal Emergency Management Agency (FEMA) maps indicate that parts of the Town of Chili, is located within the FEMA-mapped 100-year floodplain. Although the action will result in new construction as previously described, the project area will be rectified as soon as project construction is complete. Figure 5 displays the FEMA-mapped 100-year floodplain area in the Town.

SEAF item 20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?

Review of the NYSDEC EAF mapper indicates that there are sites listed in the NYSDEC Environmental Site Remediation Database that are within the Town of Chili. However, based on review of the database (<https://www.dec.ny.gov/cfm/external/haz/results.cfm?pageid=3>), no remediation sites were identified within or in the vicinity of the easement area. The easement agreement will not directly impact any potential remediation sites.

Exhibit A

REFERENCES:

TAX ACCOUNT NO.1 147.03-1-33/GC
MAPS OF REFERENCE:

- 1.) BAUMANN FARMS SUBDIVISION DATED APRIL, 1928 BY GEORGE BUNERSCHILL FILED IN THE MONROE COUNTY CLERK'S OFFICE IN CASE A, MAP 18.
- 2.) MAP SHOWING LANDS TO BE ACQUIRED BY GIFT PROJECTS, WA MONROE 30.1 & 30.2 ROCHESTER GAS & ELECTRIC REPUTED OWNER AND DESIGNATED BATTER NOV. 26, 1917 BY HARRISON A. VAN BEUREN, LS MAP NO. 11433 AND OBTAINED FROM THE NYS PARKS DEPT.
- 3.) BOUNDARY SURVEY MAP OF PART OF ROCHESTER GAS & ELECTRIC CORPORATION PROPERTY NO. 12 BY AVERY/BONNER/WHITE DATED MARCH 16, 1918 WITH PROJECT NO. 57-1862 COPY OBTAINED FROM THE NYS PARKS DEPT.
- 4.) MAP SHOWING LANDS TO BE ACQUIRED PROJECTS IN MONROE 28.1 ROCHESTER GAS & ELECTRIC REPUTED OWNER AND DESIGNATED AS THE GENESSEE VALLEY GREENWAY DATED OCT. 23, 1917 BY HARRISON A. VAN BEUREN, LS MAP NO. 11524 AND OBTAINED FROM THE NYS PARKS DEPT.
- 5.) TOPOGRAPIHC SURVEY MAP OF LESTER STREET - GENESSEE GREENWAY FORCE MAIN FOR MONROE COUNTY DEPARTMENT OF PURE WATERS BY ARROWPOINT LAND SURVEYING DATED DECEMBER 27, 2014 PROJECT NO. 18-5480 COPY OBTAINED FROM NYS PARKS DEPT.
- 6.) CONTRACT DRAINAGE FOR THE BLACK CREEK FORCE MAIN CROSSING MONROE COUNTY DES BY M&B GROUP DATED JANUARY 2019.
- 7.) ARCO PIPELINE COMPANY PENNSYLVANIA CENTRAL CORP APL'S GENESSEE TO ROCHESTER IF LINE TOWN OF CHILL, LOC. 80-8288 - 2.319-181 SEE SCHEDULE A PERMANENT EASEMENT MAP 1 WITH DOCUMENT BETWEEN PENN CENTRAL CORP AND ARCO PIPELINE COMPANY DATED DECEMBER 1, 1952.

LEGEND:

PROPERTY LINE	---+---	UTILITY POLE	○
EASEMENT LINE	---	WATER VALVE	⊕
EXISTING CONTOUR	---o---	GAS VALVE	⊕
CHAIN LINK FENCE	---x---	UTILITY BOX	□
WOOD FENCE	---o---	SURVEY MONUMENT	⊕
STEEL SEWER	---S---	SAN VENT PIPE	⊕
& MANHOLE	○	SOIL	⊕
SEWERY SEWER	---SA---	IRON PIPE/NEAR	⊕
& MANHOLE	○	TRAFFIC COWL MH	⊕
WATER LINE	---W---	GAS LINE MARKER	⊕
GAS LINE	---G---	CATCH BASIN	⊕
ELECTRIC	---E---	PIPE HYDRANT	⊕
OVERHEAD WIRTS	---OW---	SOIL SAW POLE	⊕
EROSION CONTROL	---EC---	PERC. HOLE	⊕
STONE WALL	---SW---	DEEP HOLE	⊕
EDGE OF WOODS	---EW---	REINFORCING	⊕
DIRECTION OF FLOW	--->---	SPOT ELEV	3551.00

CERTIFICATION:

WE, SCHULTZ ASSOCIATES ENGINEERS AND LAND SURVEYORS P.C., HEREBY CERTIFY THIS MAP WAS COMPLETED ON NOVEMBER 9, 2020 FROM AN INTERVIEW SURVEY COMPLETED SEPTEMBER 14, 2020 IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 143 OF THE NEW YORK STATE EDUCATION LAW. UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7229, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.

KRIS E. SCHULTZ, L.S.	NO. 49982
ROBERT B. HAIGH, L.S.	NO. 30833

SUNOCO PIPELINE AN ENERGY TRANSFER PARTNERSHIP 8 INCH CALEDONIA TO ROCHESTER BLACK CREEK PIPELINE EXPOSURE PROJECT

SITUATE IN:
PART OF TOWN LOTS 143 & 144, TOWNSHIP 2, FIRST RANGE WEST OF
THE GENESSEE RIVER, MILL SEAT TRACT OF THE PHELPS AND GORHAM PURCHASE
TOWN OF CHILL, COUNTY OF MONROE, STATE OF NEW YORK

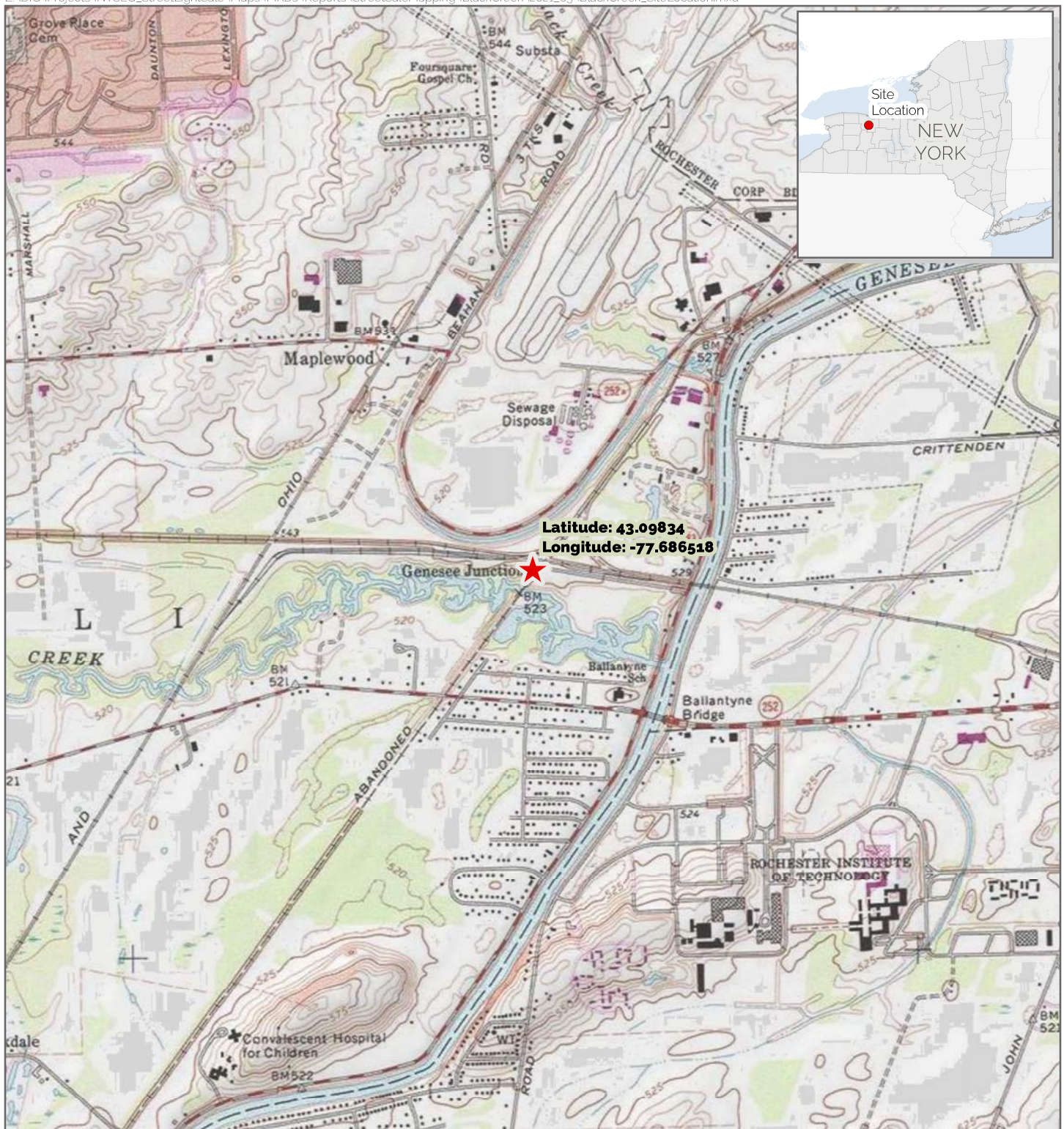
GENERAL NOTES:

1. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A FULL ABSTRACT OF TITLE AND IS SUBJECT TO ANY CONDITIONS EASEMENTS, RESTRICTIONS THAT THE REVIEW OF SAO ABSTRACT WOULD REVEAL.
2. NO WETLAND OR FLOOD BOUNDARIES ARE SHOWN HEREON.
3. LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON IS CERTIFIED AT SURFACE STRUCTURES ONLY. UNDERGROUND LINES AS SHOWN ARE APPROXIMATE LOCATIONS BASED ON OBSERVED EVIDENCE AND RECORD MAPPING.

EASEMENT PLAT

DRAWN BY:	RBH	PROJECT No.	20.18
CHECKED BY:	CJA	SHEET No.	1 OF 1
SCALE:	1" = 50'	DWG. No.	E-1
DATE:	NOVEMBER 9, 2020		

SCHULTZ ASSOCIATES
ENGINEERS & LAND SURVEYORS P.C.
129 SOUTH UNION STREET, PO BOX 89
SUNBURY, NEW YORK 14559
585-349-3750
SchultzAssociatesPC.com email.courtney@schultzape.com



★ Project Site

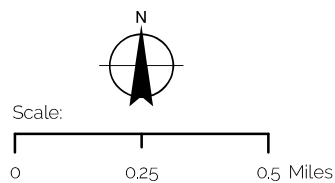


Figure 2: Site Location Map



Easement Agreement
Parcel #: 147.03-1-33./GC
Paul Rd, Town of Chili
Monroe County, New York

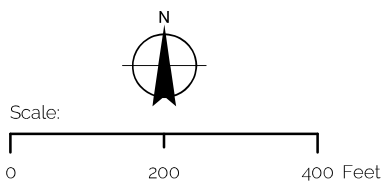




Note - Archeologically sensitive area covers the entire map extent.

Figure 3: Cultural Resources

-  Site Boundary
-  National Register Site
(none present within the vicinity)
- Archeologically Sensitive Area - Covers entire map extent.



Easement Agreement
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Paul Rd, Town of Chili
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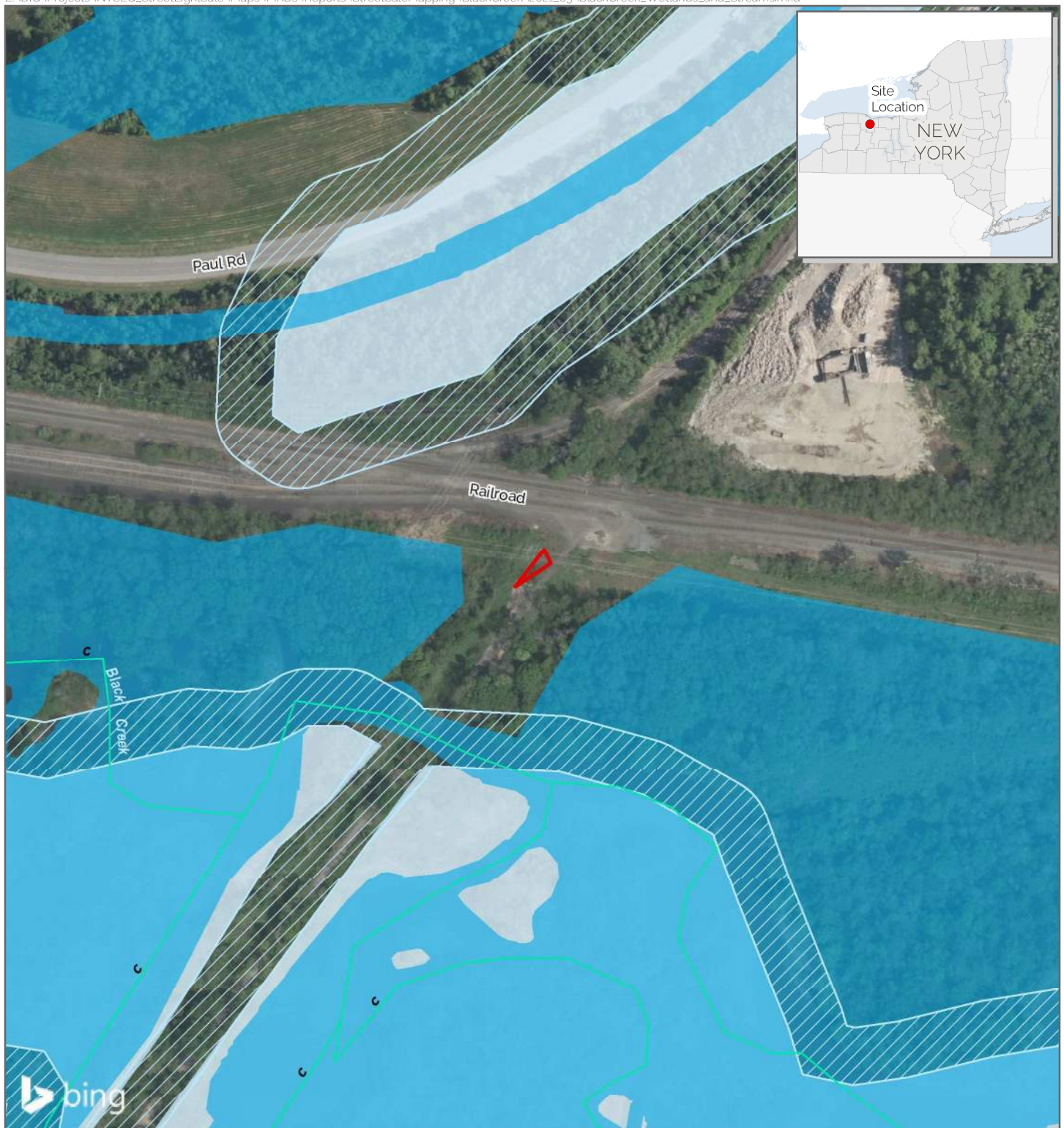
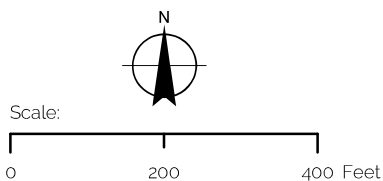
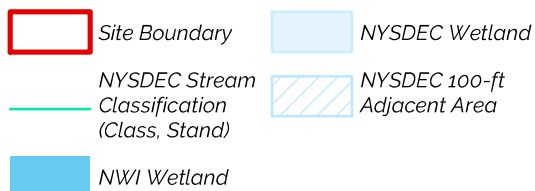


Figure 4: Wetlands and Streams



Easement Agreement
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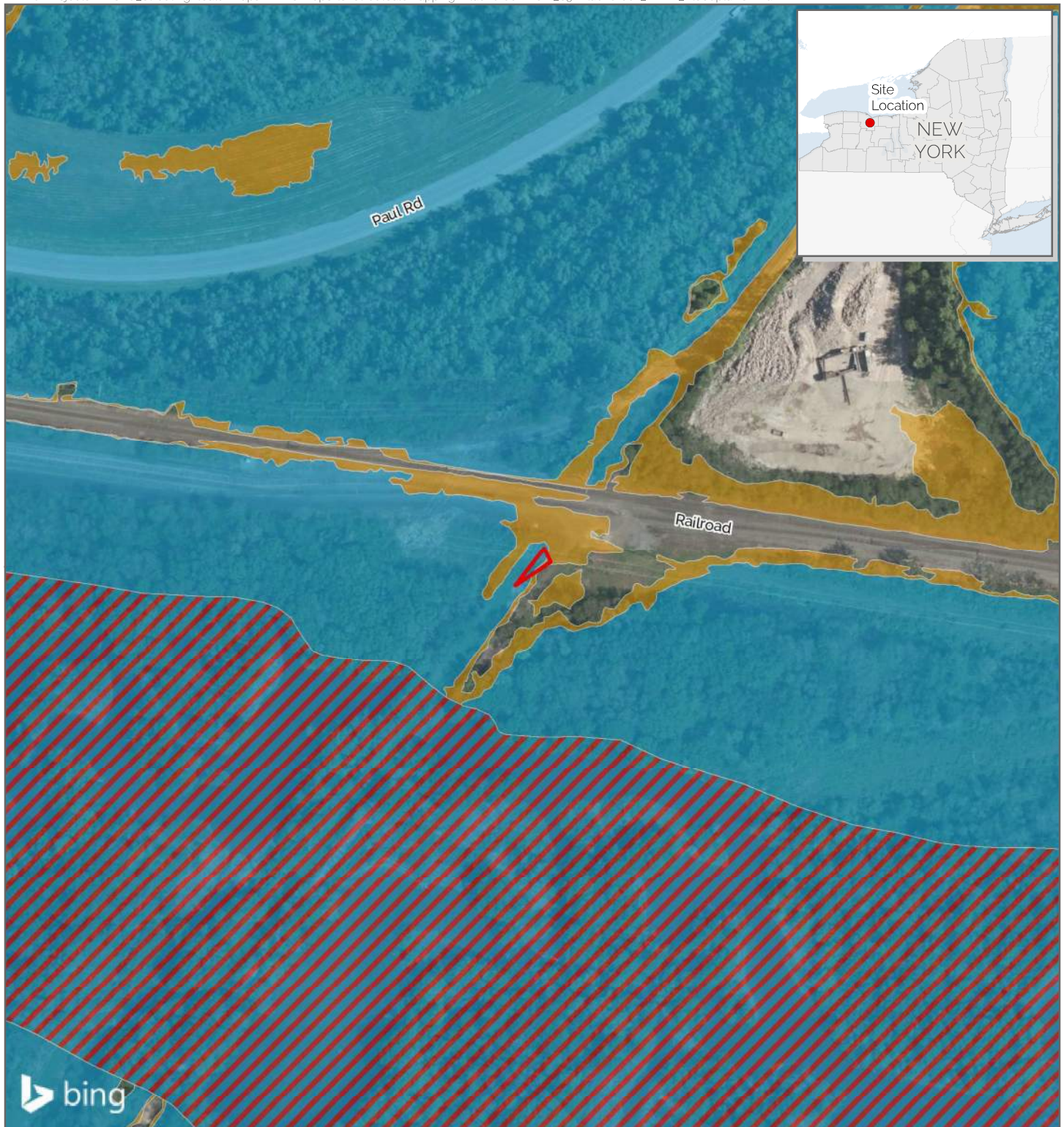



Figure 5: FEMA Floodplains

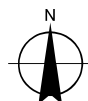
 Site

 Floodway

National Flood Hazard

 Zone AE (1% Annual Chance Flood Hazard)

 Zone X (0.2% Annual Chance Flood Hazard)



Scale:
0 200 400 Feet

Easement Agreement
Parcel #: 147.03-1-33./GC
Paul Rd, Town of Chili
Monroe County, New York



Schedule D

Accounting Entries for the Transactions

Proposed Accounting:
 RG&E Greenway-9 ROW
 Payment for
 Easement

Item	FERC Account	FERC Description	SAP Ledger Account	SAP Description	Debit	Credit
A Record Sundry Invoice						
	143	Other Accounts Receivable	440000000	Non-Group Debtors	\$5,000.00	
	456	Other Electric Revenues	759000700	Electric Facilities Wayleaves		\$5,000.00
B Collect Cash						
	131	Cash	572xxxxxx	Unique to each Bank	\$5,000.00	
	143	Other Accounts Receivable	440000000	Non-Group Debtors		\$5,000.00