TOWN BOARD LEGISLATIVE AGENDA
Wednesday, April 3, 2019, 7:00 PM
Supervisor R. Anthony LaFountain, presiding

I. Call to Order - Pledge of Allegiance - Roll Call
II. Communications and Announcements
III. Public Participation
IV. Additions and Deletions to Agenda
V. Approval of Minutes - March 6, 2019
VI. Petitions
VII. Resolutions by Function

Law and Finance
19T-098 Josephine Joan DiVincenzo Living Trust, Tax Certiorari Settlement
19T-099 Home Depot U.S.A., Inc., Tax Certiorari Settlement
19T-100 Authorization to Attend NYALGRO School
19T-101 Authorization to Grant a Utility Easement to Rochester Gas and Electric at 1070 Penfield Road
19T-102 Authorization for Release of a Portion of a Sanitary Sewer Easement in Section 1 of the Panorama Estate Subdivision
19T-103 Granting Approval of a Conditional Use Permit to Allow Outdoor Music at Murphy's Law Located at 1400 Empire Blvd.
19T-104 Approval of Issuance of a Special Permit to Allow the Conversion of a Three (3) Family Residence into Eleven (11) Studio Units within a Penfield Landmark and Construction of Accessory Garages at 2567 Browncroft Blvd.
19T-105 Setting a Public Hearing to Consider a Conditional Use Permit and Preliminary and Final Site Plan to Allow a Restaurant with Outdoor Dining and Outdoor Music at 1300 Empire Blvd.
19T-106 Setting a Public Hearing to Consider a Conditional Use Permit to Allow a CBD Shop at 2118 Five Mile Line Road
19T-107 Setting a Public Hearing to Consider Issuance of a Conditional Use Permit to Allow a CBD Shop at 2150 Fairport Nine Mile Point Road

Public Works - None
Public Safety - None

Community Services
19T-108 Authorization for Supervisor to Sign Recreation Contracts
VIII. Old Business
IX. New Business
X. Public Participation
XI. Executive Session
XII. Next Meeting: April 17, 2019
XIII. Adjournment

This meeting will be video recorded and broadcast LIVE via the town’s website www.penfield.org and the Town’s Government Access Cable Channel 1303. Questions regarding video coverage contact Penfield TV at (585) 340-8661.
WHEREAS, Josephine Joan DiVincenzo Living Trust, heretofore commenced proceedings against the Assessor and the Board of Assessment Review and other respondents for a review of the Assessment for the taxable status date for years 2017/2018, and 2018/2019 for the premises located at 1517 Empire Boulevard, (Tax Map Number: 108.06-1-5); located within the Town of Penfield, and

WHEREAS, after negotiations between the Attorney for the Town and the Attorneys for the Petitioner, a tentative agreement has been reached between all parties on the terms of a proposed settlement subject to the approval of the Town Board and to the approval of the Supreme Court of the State of New York, which terms of settlement are set forth in the stipulations on file in the Office of the Town Assessor, and

WHEREAS, upon due consideration of all facts and circumstances, the Town Board finds that the proposed compromise and settlement is fair and reasonable and should be approved.

THEREFORE, BE IT RESOLVED, that the proposed settlement of the Tax Certiorari proceedings brought by Josephine Joan DiVincenzo Living Trust, for the years, 2017/2018 and 2018/2019, and hereby are approved.

BE IT FURTHER RESOLVED, that the Attorney representing the Town be and hereby is directed to make application to the Supreme Court of the State of New York for approval of such settlement and that upon obtaining such approval, the Assessor of the Town of Penfield be and he hereby is directed to make the necessary adjustments in the Assessment Rolls for the Town of Penfield to reflect the terms of such settlement.

Moved:
Seconded:

Vote: Kohl ________
LaFountain ________
Metzler ________
Moore ________
Quinn ________
Penfield Town Board Resolution No. 19T-099                        Date: 04/03/2019

BY:  Councilman Moore                                                     COMMITTEE: Law & Finance

NAME:  Home Depot U.S.A., Inc., Tax Certiorari Settlement

WHEREAS, Home Depot U.S.A., Inc., heretofore commenced proceedings against the Assessor and the Board of Assessment Review and other respondents for a review of the Assessment for the taxable status date for years 2015/2016, 2016/2017, 2017/2018, and 2018/2019 for the premises located at 750 Panorama Trails So., (Tax Map Number: 138.08-1-41.1); located within the Town of Penfield, and

WHEREAS, after negotiations between the Attorney for the Town and the Attorneys for the Petitioner, a tentative agreement has been reached between all parties on the terms of a proposed settlement subject to the approval of the Town Board and to the approval of the Supreme Court of the State of New York, which terms of settlement are set forth in the stipulations on file in the Office of the Town Assessor, and

WHEREAS, upon due consideration of all facts and circumstances, the Town Board finds that the proposed compromise and settlement is fair and reasonable and should be approved.


BE IT FURTHER RESOLVED, that the Attorney representing the Town be and hereby is directed to make application to the Supreme Court of the State of New York for approval of such settlement and that upon obtaining such approval, the Assessor of the Town of Penfield be and he hereby is directed to make the necessary adjustments in the Assessment Rolls for the Town of Penfield to reflect the terms of such settlement.

Moved:

Seconded:

Vote:  Kohl            ________  LaFountain ________  Metzler ________  Moore ________  Quinn ________
PENFIELD TOWN BOARD RESOLUTION NO. 19T-100  DATE:  April 3, 2019

BY: __Councilman Moore____  Law and Finance COMMITTEE

NAME: ___Authorization to Attend NYALGRO School

WHEREAS, the New York State Association of Local Government Records Officers (NYALGRO) is a non-profit organization that provides a network to all who are responsible for records upkeep and information management for local governments; and

WHEREAS, NIALGRO is dedicated to increasing awareness of the need for sound management of local Government records and provides valuable classes which include the opportunity to exchange information and problems and their solutions unique to each Town; and

WHEREAS, Town Clerk, Amy Steklof, RMC/CMC as the Town’s Record Management Officer, will have the opportunity to expand knowledge and network with members of the Association.

NOW, THEREFORE, BE IT RESOLVED, that Town Clerk, Amy M. Steklof, RMC/CMC is hereby authorized to attend the 2019 New York Association of local Government Records Officers School, to be held from June 2-4, 2019. The funds to attend are included in the 2019 Town Clerk conference budget line.

Moved: __________________

Seconded: __________________

Vote:  Kohl  ________________
       LaFountain ________________
       Metzler __________________
       Moore  _________________
       Quinn  ________________
PENFIELD TOWN BOARD RESOLUTION NO. 19T-101     DATE April 3, 2019

BY Councilman Moore                         Law & Finance COMMITTEE

NAME Authorization to Grant a Utility Easement to Rochester Gas and Electric at 1070 Penfield Road, SBL#123.19-1-17

WHEREAS, Rochester Gas and Electric (RG&E) has requested a 20 foot by 20 foot utility easement on town owned land located at 1070 Penfield Road; and

WHEREAS, RG&E has existing gas infrastructure located within the right of way at this location, and needs to upgrade this facility and requires additional space in order to best serve the residents of the Town of Penfield; and

WHEREAS, The Town Board discussed the request at its worksession on March 27, 2019, and was supportive of granting the easement, provided RG&E removes and replaces the existing 65 +/- lineal foot sidewalk in front of the existing gas infrastructure in order to straighten it out; and

WHEREAS, the sidewalk realignment will help the sidewalk plows in the winter, by not having to negotiate the bend and the existing gas infrastructure, and

WHEREAS, it is in the best interests of the Town of Penfield to grant said easement request;

NOW, THEREFORE BE IT

RESOLVED, that the Town Board grants to RG&E a 20 foot by 20 foot utility easement at 1070 Penfield, as per the attached Schedules “A” and “B” as prepared by DDS Companies, entitled “Proposed 20’ Wide Utility Easement” and dated March 14, 2019 and subject to an Agreement satisfactory to the Town Attorney.

Moved:  _________
Seconded: _________

Vote:  
Kohl  _________
LaFountain  _________
Metzler  _________
Moore  _________
Quinn  _________
SCHEDULE A
PROPOSED 20’ WIDE UTILITY EASEMENT TO ROCHESTER GAS & ELECTRIC CORPORATION (RG&E)

All that tract or parcel of land situated and being part of the Town Lot 73, Township 13, Range 4 of the Phelps and Gorham Purchase, Town of Penfield, County of Monroe, State of New York, being more particularly described as follows:

Beginning at the point of intersection of the northerly right-of-way line of Penfield Road with the easterly line of lands now or formerly of Mark E. and Lyn M. Irving having a tax account number of 123.19-1-17;

Thence the following courses and distances:

1. Northerly along said easterly line of Irving on a bearing of N 00°42’49" W a distance of 20.00 feet to a point;
2. Thence perpendicular to said easterly line of Irving on a bearing of N 89°17’11" E a distance of 20.00 feet to a point;
3. Thence southerly and parallel to said easterly line of Irving on a bearing of S 00°42’49" E a distance of 20.19 feet to a point on a curve turning to the right on said northerly right-of-way line of Penfield Road;
4. Thence southwesterly along said northerly right-of-way line of Penfield Road along a curve turning to the right with an arc length of 20.00 feet, a radius of 3,786.72 feet, a delta angle of 00°18’09", and a chord bearing and distance of S 89°49’29" W 20.00 feet to a point on said easterly line of Irving, said point being the true point and place of beginning.

Being and hereby intending to describe a 20-foot utility easement running parallel and adjacent to the easterly line of lands now or formerly of Mark E. and Lyn M. Irving having a tax account number of 123.19-1-17 and adjacent to the northerly right-of-way line of Penfield Road through the lands now or formerly of The Town of Penfield (Liber 9805 of Deeds Page 523) as shown on a Utility Easement Map prepared by the DDS Companies dated 3/14/2019.
PROPOSED 20' WIDE UTILITY EASEMENT
N/F TOWN OF PENFIELD
TAX ACCOUNT No. 123.19-1-18.1
TOWN OF PENFIELD
COUNTY OF MONROE
STATE OF NEW YORK

GRANTED TO:
ROCHESTER GAS & ELECTRIC CORPORATION (RG&E)

1070 PENFIELD ROAD
N/F TOWN OF PENFIELD
TAX ACCOUNT No. 123.19-1-18.1

1062 PENFIELD ROAD
N/F MARK E. & LYN M.
IRVING
TAX ACCOUNT No. 123.19-1-17
N 00°42'48" W
20.00'
FROM R.O.W.

1070 PENFIELD ROAD
N 89°17'11" E
20.00'
S 00°42'48" E 20.19' TO R.O.W.

A = 20.00'
A = 00°42'48"
R = 3786.72'
CHORD = S 89°49'29" W 20.00'

LEGEND

PROPOSED EASEMENT AREA

GRAPHIC SCALE

0 30 60 90

(1 inch = 30 ft.)
PENFIELD TOWN BOARD RESOLUTION NO. 19T-102              DATE April 3, 2019

BY Councilman Moore                        Law & Finance COMMITTEE

NAME Authorization for Release of a Portion of a Sanitary Sewer Easement in Section 1 of the Panorama Estate Subdivision - SBL #123.07-2-30

WHEREAS, the owners of the property at 11 Panorama Trail have requested that the Town of Penfield release a portion of the 20 foot wide sanitary sewer easement on said property; and

WHEREAS, the original sanitary sewer easement was recorded in the Monroe County Clerk’s Office in Liber 4923 of Deeds, page 68; and

WHEREAS, a portion of the existing 20 foot wide sanitary sewer easement that encompasses the house is not needed by the Town of Penfield and should be abandoned, as shown on the attached exhibit “A”; and

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Penfield hereby authorizes the Supervisor to sign a Release of Easement to permit a release of a portion of an existing Sanitary Sewer easement as shown on a map entitled “No. 11 Panorama Trial, being Lot No. R-6 of the Panorama Estate Subdivision, Section 1” prepared by James E. Bates Jr., March 6, 2019.

BE IT FURTHER RESOLVED that the Release of Easement shall be in the Town’s format and shall be recorded at the Monroe County Clerk’s Office with a certified copy of this Resolution.

Moved: __________
Seconded: __________

Vote: Kohl __________

LaFountain __________

Metzler __________

Moore __________

Quinn __________
REFERENCES:
1. TIME SQUARE ABSTRACT LLC, SEARCH No. 2019-8248 LAST DATED ON FEB. 1, 2019.
2. LIBER 10156 OF DEEDS, PAGE 605.
3. MAP OF THE PANORAMA ESTATE, SECTION 1 SUBDIVISION FILED IN THE MONROE COUNTY CLERK'S OFFICE IN LIBER 138 OF MAPS, PAGE 86.
4. MAP OF A RE-SUBDIVISION OF LOTS 6,8,10,12,14 & 16 OF THE PANORAMA ESTATES SECTION 1 TRACT FILED IN THE MONROE COUNTY CLERK'S OFFICE IN LIBER 141 OF MAPS, PAGE 10.
5. SUBJECT TO AN EASEMENT TO THE TOWN OF PENFIELD PER LIBER 4973 OF DEEDS, PAGE 26.
6. SUBJECT TO AN EASEMENT TO R.G. & E. PER LIBER 3156 OF DEEDS, PAGE 426.
7. SUBJECT TO AN EASEMENT TO R.G. & E. PER LIBER 3202 OF DEEDS, PAGE 326.
8. (GAS LINES THROUGH AND ALONG THE STREETS)
9. SUBJECT TO THE TRACT RESTRICTIONS PER LIBER 3202 OF DEEDS, PAGE 326.

MAP OF A INSTRUMENT SURVEY OF
No. 11 PANORAMA TRAIL
BEING
LOT No. R-6 of the
PANORAMA ESTATE SUBDIVISION, SECTION 1
SITUATE IN COUNTY OF MONROE TOWN OF PENFIELD STATE OF NEW YORK
SCALE 1 INCH = 40 FEET

CERTIFICATIONS LISTED HEREON SIGNIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE EXISTING CODE OF PRACTICE FOR LAND SURVEYS ADOPTED BY THE G.V.L.S.A. AND THE MONROE COUNTY BAR ASSOCIATION.

WE, JAMES BATES & ASSOCIATES DO HEREBY CERTIFY TO THE FOLLOWING;
1. KENNETH PAUL LARUE and BARBARA P. LARUE;
2. FERR & MULLIN, P.C.; and
3. STEWART TITLE INSURANCE COMPANY,
THAT THIS MAP WAS MADE FROM NOTES OF AN INSTRUMENT SURVEY COMPLETED ON MARCH 6, 2019.

JAMES E. BATES, Jr. LICENSE No. 49464 JOB No. 12-886
WHEREAS, an application has been received by the Penfield Town Board for the issuance of a Conditional Use Permit pursuant to Chapter 250-5.9.B-1 of the Code to allow outdoor live music at Murphy’s Law at 1400 Empire Blvd., located in the LaSalle’s Landing Development (LLD) zoning district; and

WHEREAS, the Town Board of the said Town of Penfield held a public hearing at the Penfield Town Hall, 3100 Atlantic Avenue, in the Town of Penfield, New York on March 6, 2019 at 7:00 PM on said date, to consider the said application and to hear all persons interested on the question of permitting live music at Murphy’s Law at 1400 Empire Blvd. and the public hearing was closed and decision was reserved.

NOW, THEREFORE, BE IT

RESOLVED, that the applicant’s request to allow live music at Murphy’s Law at 1400 Empire Blvd. is hereby GRANTED subject to the following conditions:

1. The applicant shall be permitted to have live music at this location, from April 1st to October 31st on an annual basis. Musicians shall be permitted to have acoustic and amplified music, however, music shall be modulated so that at no time shall music levels emanate beyond the property lines of the site.

2. The applicant shall be permitted to have music in the area of the swimming pool on Fridays, Saturdays, Sundays, and on holidays that occur on weekdays. Music shall be permitted from 5:00 p.m. to no later than 10:00 p.m. Any modification to these approved hours and days shall be reviewed and approved by this Board.

3. At no time shall music events interfere or conflict with the use of the swimming pool by members of the Southpoint Marina Club, particularly relating to the use of the pool area by children.

4. The applicant shall ensure that there is adequate on-site parking to accommodate those patronizing any music events. Further, the applicant may utilize off-site parking facilities during such events, but only with the property owners’ permission. In no case shall parking be permitted in any portion of Empire Blvd.
5. The applicant’s staff shall conduct periodic checks with area neighborhoods during music events to ensure that they are not being adversely impacted by the event. The applicant shall address any/all concerns that may be raised by area residents, if they occur.

6. Failure to comply with the conditions set forth hereinabove may result in the revocation of this Conditional Use Permit pursuant to the requirements of the Zoning Ordinance.

AND BE IT FURTHER

RESOLVED, that the Town Board, acting as lead agency, has classified this proposal as an Unlisted action pursuant to the requirements of the State Environmental Quality Review Act (SEQRA) and no additional environmental review regarding this proposal is necessary.

The Town Board, in granting the applicant’s request, does so based on its following findings:

1. The applicant was granted approval to operate the restaurant on September 16, 2015, at which time the use of music in the swimming pool area was also requested. The Board, concerned about potential noise impacts to the adjacent residential neighborhoods denied the applicant’s request, and in its findings stated that the applicant could apply for outdoor music once the restaurant became established and demonstrated a good track record as a neighbor.

2. The applicant has operated at this location since 2016 and has demonstrated that it is a good neighbor and has not adversely impacted the adjacent residential neighborhoods during that time.

3. The applicant received Special Recreation Permits in 2018 to permit music on holidays no later than 10:00 p.m., on a trial basis, with one complaint from a neighbor. In this application, the applicant has requested that he be permitted to have live acoustical and amplified music in the outdoor pool area on Fridays, Saturdays and Sundays, and holidays, weather permitting, up to and no later than 10:00 p.m. The Board has granted the applicant’s request, as proposed. The applicant is in agreement with the Board’s conditions of approval, as fully discussed at the Board’s work session on March 27, 2019 and has offered to personally address any noise impacts to neighbors if an issue arises. The applicant is further aware that it must request approval for any modification to those times and days for outdoor music.

4. The Board has required that no music leave the confines of the site at any time. Failure to do so could result in the revocation of the Conditional Use Permit.

5. The applicant is aware that he must provide adequate parking facilities on-site and off-site, if necessary, with the permission of the property owner whose site he may utilize. He is further aware that there shall be no parking permitted along any portion of Empire Blvd. at any time. Violation of this condition may result in revocation of the Conditional Use Permit.
The Board bases its findings to APPROVE this application on the following:

6. Submissions and oral testimony by the applicant at the public hearing on March 6, 2019.
7. Discussion with the applicant at the Town Board work session on March 27, 2019.

Moved: 
Seconded: 

Vote: Kohl 
LaFountain 
Metzler 
Moore 
Quinn
PENFIELD TOWN BOARD RESOLUTION NO.19T-104                  DATE April 3, 2019

BY Councilman Moore                    Law & Finance Committee

NAME Approval of Issuance of a Special Permit to Allow the Conversion of a Three (3) Family Residence into Eleven (11) Studio Units Within a Penfield Landmark and Construction of Accessory Garages at 2567 Browncroft Blvd. – SBL# 123.08-1-30 – Mary and Robert Wynne

WHEREAS, an application has been received by the Penfield Town Board for the issuance of a Special Permit pursuant to Chapter 250-6.2-I of the Code to allow the conversion of an approved three (3) family residence into eleven (11) studio units within a Penfield landmark and construction of accessory garages at 2567 Browncroft Blvd., located in the R-1-20 zoning district; and

WHEREAS, the Town Board of the said Town of Penfield held a public hearing at the Town Hall, 3100 Atlantic Avenue, in the Town of Penfield, New York on June 6, 2018 at 7:00 PM on said date, to consider the said application and hear all persons interested on the question of the issuance of a Special Permit to allow the conversion of an approved three (3) family residence into eleven (11) studio units within a Penfield landmark and construction of accessory garages at 2567 Browncroft Blvd, in the R-1-20 zoning district and the public hearing was closed and decision was reserved.

NOW, THEREFORE BE IT

RESOLVED, that the applicant’s request for a SPECIAL PERMIT to allow the conversion of an approved three (3) family residence into eleven (11) studio units within a Penfield landmark and construction of no more than twelve (12) accessory garages at 2567 Browncroft Blvd, is hereby GRANTED subject to the following conditions:

1. The applicants shall obtain a SPECIAL PERMIT from the Town Clerk and pay the appropriate fee; Said Special Permit shall be non-transferable and any future owner shall be responsible for obtaining a Special Permit from the Town Board to continue to use the site for the approved eleven (11) studio units or any other use proposed for the site.

2. The applicants shall be permitted to construct no more than eleven (11) studio units within the residence. Any intent to increase the scope of this proposal shall require modification of the Special Permit approval from the Town Board.

3. The applicants have been granted site plan approval by the Planning Board to construct up to twelve (12) garage units on the site under the premise that the site would support twelve (12) studio units. Since the applicants have modified their building plans to accommodate eleven (11) units, they shall be permitted to construct no more than twelve (12) garage units on site. Three (3) of the units will be constructed in the location where the previous three (3) garage units were removed in 2018, which were attached to the residence. The remaining nine (9) units may be constructed in the location approved by the Planning Board on April 26, 2018. The twelfth unit
will be devoted to storage of personal items supporting the site, such as lawn maintenance equipment, winter maintenance equipment, patio furniture, etc. It shall not be used for tenant storage at any time. Further, since the applicants will utilize the twelfth garage for storage, there will be no need for a storage shed on the premises and none shall be permitted. There shall be no other storage structures permitted on the site in the future. The applicants shall provide adequate on-site parking for all visitors to the site as shown on the approved site plan. All conditions of approval required by the Planning Board shall be in compliance prior to the issuance of a Certificate of Compliance for the proposed garages. In addition, the Historic Preservation Board must grant a Certificate of Appropriateness for the architectural details of the proposed garage units, as well as all remaining exterior improvements that are pending before that Board.

4. The applicants shall be required to install a fence along their southerly property line, as there is currently fencing on the east and west sides of the property. They shall confer with both the Town Board and Historic Preservation Board to determine the most appropriate fence. Said fence shall be approved by the Town Board and Historic Preservation Board prior to the issuance of a Certificate of Occupancy and Certificate of Appropriateness for the residence.

5. The applicants have prepared a lease for the site that places limitation on renters that the Board believes will ensure that the renters will properly maintain and protect the residence and the character of the neighborhood. Any future owners of the subject property will be responsible for maintaining the standards in their leasing arrangements as those that the applicants have proposed in obtaining this approval. A copy of the proposed lease is attached hereto and made a part of this resolution, known as Schedule “A”. The applicants, and their successors shall make this Board aware of any intent to lessen the conditions of the attached lease.

6. The applicants propose to install a sign to identify the property as the “Ross Farm”. The applicants shall submit a sign package for review and approval by the Town Board and Historic Preservation Board and shall obtain a sign permit from the Building Department upon receiving approval from both boards.

7. Failure to comply with the conditions set forth hereinabove may result in the revocation of this Special Permit pursuant to the requirements of the Zoning Ordinance.

AND BE IT FURTHER

RESOLVED, that the applicant’s proposal is classified as an Unlisted action pursuant to the requirements of the State Environmental Quality Review Act (SEQRA), and the Town Board, acting as lead agency, has determined that this action will not have a significant effect on the environment based on its findings and conditions of approval.

The Town Board, in granting the Special Permit, does so based on its following findings:

1. The applicants purchased the subject property, which was in pre-foreclosure, on October 11, 2017 and live immediately to the west of the site. They purchased the site to protect the value of their residence, and the general neighborhood, as the property had been vacant and unmaintained for an extended period of time.
2. The applicants invited the Town Board, Historic Preservation Board and town staff to the site on September 21, 2017 to propose the idea of requesting local landmark status for the purpose of requesting the conversion of the three (3) family dwelling to individual studio apartments.

3. The applicants requested and received local landmark status from the Historic Preservation Board on November 2, 2017, and subsequently requested a Special Permit from the Town Board to allow the conversion to twelve (12) studio units. The Historic Preservation submitted a memo to the Town Board on April 12, 2018 expressing its support for the applicants’ efforts to preserve the historic structure. The Town Board held a public hearing to address the applicants’ proposal on June 6, 2018.

4. The Town Board tabled the matter and had numerous discussions in subsequent work sessions to address the rationale and potential impacts to the neighborhood and the preservation of the historic structure and property. The Board also tabled the matter to allow the applicants to request and obtain site plan approval from the Planning Board for the proposed twelve (12) garages and associated drainage improvements to accommodate the increase in impervious surface on the site. The Planning Board granted site plan approval subject to conditions on April 26, 2018.

5. The Town Board initially supported maintaining the status of the three (3) family dwelling, however, has come to realize that it is not realistic to expect three (3) families to lease the site as it would require leasing one area with six bedrooms, one area with five bedrooms and the third area with one bedroom. The Board determined at its February 27, 2019 work session that it is more logical to allow the applicant to lease individual studio units with restrictive safeguards that will protect the quality of life of each of the tenants, and the neighbors adjacent to, and in close proximity to the site.

6. The applicants had originally proposed twelve (12) studio units in their application, however, at the February 27, 2019 work session, revised the request to eleven (11) units. Their rationale was that the elimination of one unit would provide a common area on the first floor that would allow for access through the building from the front to the rear for the tenants convenience and safety as well as efficient access for emergency response.

7. The Town Board is comfortable with the standards and conditions that the applicants have installed in their leasing agreement for the site (see attached Schedule “A”). They will provide fully furnished units and will not permit smoking, vaping or illegal drugs on the site nor will they permit the use of candles or other flammables. All proposed tenants will be background screened to ensure that they will be acceptable tenants and will not create a nuisance to other tenants or area residents.

8. The applicants will be required to finalize the site plan review process and the Certificate of Appropriateness process for the proposed garages and other proposed exterior improvements currently pending before the Historic Preservation Board prior to the issuance of a Certificate of Occupancy for the residence.
9. The Town Board has granted a non-transferable Special Permit to ensure that any modification of the scope of the applicants’ business plan be required to be reviewed by the Town Board and Historic Preservation Board to ensure that any such modification protects the residential and historic character of the subject property and the neighborhood.

10. The proposed use of eleven (11) studio units being installed in the structure, which currently has twelve (12) bedrooms in it, will not be detrimental to adjacent properties as the Town Board, Planning Board and Historic Preservation Board have placed conditions on the applicants to minimize impacts to adjacent property owners and the neighborhood in general. The Town Board, recognizing that the neighbors to the east have fencing along their property line and the applicants have installed fencing along their westerly property line have required buffering (either in the form of fencing or vegetation) on the southerly property line. The Planning Board has required the applicant to install a drainage system on the site to accommodate the proposed increase in impervious surface with the construction of the propose garages and paved access to ensure that no drainage impacts occur to adjacent property owners of the Town’s drainage system. The Historic Preservation Board has ensured that the applicants proposed modifications to the residence and the addition of the proposed garages will maintain and not diminish the historic character of the residence or the property, but rather will result in the restoration of the residence prior to its abandonment.

11. The proposed use does not interfere with the lawful enjoyment of adjacent properties and will serve to better buffer them from the property as the proposed garages will be constructed on the east side of the property, buffering the residents to the east from activity on the site. The residents to the south will be buffered from the site either by fencing or landscaping.

12. The proposed use does not diminish the historic character of the structure, but rather provides the applicants with income necessary to assist them to restore, maintain, and preserve its character. To date, the applicants have repointed the basement walls, the chimney, restored all windows to their original condition, have repaired staircases and porches and have repainted all trim on the site to bring the residence to its original condition.

13. The subject property, in both its abandoned state and its restored state have not had an adverse effect on property values in the neighborhood. The Town Board believes that preserving the residence and its property will assist in maintaining property values on a long term basis.
Moved:  
Seconded:  

Vote:  Kohl  
LaFountain  
Metzler  
Moore  
Quinn
LEASE AGREEMENT

This lease constitutes a legal agreement between the resident_____________________________and
Ross Farm located at 2567 Browncroft Blvd, represented by the leasing manager Mary Wynne. This is a
legal document that is binding. Please read carefully

You________________________________________agree to rent a furnished apartment #__________
which is located on the______________floor that enters____________________. Your rental includes the
following:

1) Utilities: All utilities are included in rent. These include electric, heat, air conditioning, water: hot
and cold, trash removal, snow removal and grounds care.

Your rental term is
Your monthly rental is

In order to move in you will need to pay the following:

First:

Last:

Security

You may pay your rent in the following manner:

A 5% late fee will be assessed if not paid by the 5th.
A $25.00 processing fee is charged if a check is returned.

If you move out early, you will be responsible for the term of your lease unless we can find another
resident to move into your unit. The costs for re-renting your unit prior to your lease ending will be
expensed against your held security deposit. This cost will include any advertising expenses, costs for
showing the unit, costs for researching sub letter and cost for re-renting. You may not sublet without
the individual supplying information on an application and being approved.

After you move out we will deduct a $100.00 fee for deep cleaning your apartment prior to the new
resident moving in. If additional cleaning above the time allotted is required, we will itemize and deduct
from your security deposit. If anything in your apartment is missing or needs to be replaced, you will be
responsible for that cost.

If your apartment needs to be painted for any reason, you will have a $395.00 redecorating fee
deducted from your security deposit for this charge. We have a photographic and written log of all
items contained in your apartment when you move in.

Please notify us immediately if you find anything in your apartment is damaged or requires maintenance
or repair. You will be responsible for any replacement or repair if you do not bring deficiencies to our
attention upon move in.

This Rental Agreement shall evidence the complete terms and conditions under which the parties whose
signatures appear below have agreed. Ross Farm shall be referred to as "OWNER" and
Resident(s)/Lessee, __________________ shall be referred to as "RESIDENT." As consideration for this
Agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER
for use solely as a private residence, a furnished apartment located at 2567 Browncroft Blvd. Rochester, NY 14625

All payments are to be made by check, money order or cash.

1) SECURITY DEPOSITS: The total of the above ___________ deposits shall secure compliance with the terms and conditions of this Agreement and shall be refunded to RESIDENT upon moving out minus a cleaning fee of $100.00. If there is Damage: cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement, there will be a delay in the return of the security deposit. A written accounting of said charges shall be presented to RESIDENT within 14 days of move‐out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER.

2) UTILITIES: are included. RESIDENT agrees to be conscientious with the use of electricity and turn the lights out when not in the apartment. Please be conscientious on the use of water and not leave it running unnecessarily. The doors will be closed securely to keep the elements out and keep the air and heating costs down. Exterior door will be kept locked when entering and leaving building.

   • Your apartment has its own system which provides either conditioned cooled air in the summer or heated air in the winter. Please do not waste the resources by keeping it very warm in the winter or very cool in the summer while you are away. You have a remote control that has a storage cup secured to the wall. Please store the remote for safe keeping in the cup. On a periodic basis the heating/air conditioning system requires filter cleaning and maintenance. You will be notified in advance of when this maintenance will occur. Maintenance is not optional and by agreeing to this lease you also agree to allow for maintenance during the time we would like to perform it even if you are not in your apartment. ______________________
   • Please turn lighting off when not in the apartment to maintain costs.
   • WiFi if included in your rent. The WiFi password is __________________________
   • Cable is included in your rent. Your TV is Cable ready. Our provider is Spectrum. If you have a Spectrum account at a different residence and want to access your lineup on your TV in your apartment, you can sign into your account.
   • You may use your Netflix account in your apartment on the smart TV located in the apartment.
   • If you have any trouble with the services we are providing please contact us immediately and allow us to rectify the situation as quickly as possible. It is our intention to provide you with an outstanding rental experience.

3) HOUSEKEEPING: RESIDENT agrees to keep both their private apartment and the common areas clean and orderly.
a. Portable Vacuum: There is a portable vacuum and cleaning brooms located in the closet in ________________________________. You will find cleaning bucket, supplies and rags in the sink base of the laundry room located ________________. Please return these items when you are done with them as they are shared.

b. You may clean any time you desire in your private areas.

c. The landlord provides weekly cleaning of the shared spaces: laundry, hallways. There is no additional cost to resident for this service. As a shared space, it is also the resident’s responsibility to help maintain the cleanliness and orderliness of the shared space.

d. LAUNDRY: You must use HE soap in the washer. Please do not overload these units. You should be able to reach your hand into the washer and have room between the top of the circle opening and the load of dry clothes. If this is not the case, do 2 loads.

e. Laundry soap is not supplied. You must use HE laundry soap in these washers. Please do not use dryer sheets as they can harm the dryers.

f. Laundry hours are 8 am to 9 pm with completion by 10 pm.

g. You have access to two washers and two dryers on the second floor in the laundry room at the end of the stair landing.

h. There is a sign-up board on the wall outside of the laundry. Please indicate if you want to secure a time to do your laundry. Please respect the registration of others for their times, if they have signed up on the board.

i. You may use the laundry sink for any cleaning of heavily soiled items and shoes or boots that require cleaning.

j. Please clean up after use of laundry room, put lint each time you use the dryers in the trash can.

4) Cleaning upon move out:

a. After you move out, your apartment will undergo a deep clean. Per the terms of this lease, there will be a $100.00 cleaning fee deducted from your security deposit before return. If there is any discrepancy in the condition of the apartment upon renting, please notify LL immediately with specifics of condition. If the apartment requires additional cleaning, this cost will be deducted from the security deposit. To maintain the cleanliness of the shower walls only use liquid body wash please. If excessive cleaning is required due to soap scum buildup, there will be an additional reduction in your security deposit return.

5) OCCUPANTS: This tenancy is for the RESIDENT listed on this lease. Guests may not stay over without permission.

6) PETS: No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time.

7) CANDLES: No candles or any type (liquid fueled light or wax candle) can be used in the house or bedrooms. You may use battery operated or electric plugged in simulation candles.
8) SMOKING: This is a no smoking, no vaping property. No smoking of any kind is permitted on the property including the yard, driveway and surrounding treed areas. If marijuana is legalized during your tenancy, it is not allowed on the property.

9) PARKING: You will be assigned a parking spot. This will be the spot you should always use. Visitors of the resident may park in the designated spaces marked visitors. Each resident has assigned parking, so please do not park anyplace other than that indicated in the map you are given when you receive your welcome letter.

10) NOISE: RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement and you will be asked to move.
   a. RESIDENT agrees to notify OWNER if there are any noises that are occurring to affect their quiet enjoyment of the property.
   b. This building has been insulated for sound to the best of our ability. It is the responsibility of all residents to maintain a quiet demeanor when walking through the hallways to respect other residents who may work shift hours due to their work in medical centers or other employment which does not run a daytime schedule of work. The doors are original and loud hallway noises could travel through them easily.

11) WINDOW CARE: Most of the windows throughout the home are original from the mid 1800’s and have been restored. There are also storm windows and privacy window treatments as well as insulating curtains. We have done our best to create a comfortable environment. You may want to have your windows open during times when fresh air is possible in our region. We will be servicing the windows twice a year to lift the storms and drop the screens. If you want to use the windows earlier than our service, please ask for instruction on how to manage the original windows and the storms to be sure you can enjoy using the window screens and we are protecting the exterior of the windows during bad weather properly. During the servicing, will be cleaning the windows and we will let you know the schedule for entry into your apartment for this maintenance service ahead of time.

12) DESTRUCTION OF PREMISES: If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT’S use is seriously impaired, OWNER or RESIDENT may terminate this Agreement immediately upon three-day written notice to the other.

13) CONDITION OF PREMISES: RESIDENT acknowledges that he/she has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal
property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

14) ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, (except for 3m adhesive materials), place signs on doors, create displays, or other exhibits, or modify any portion of the premises without the written consent of the OWNER except as may be provided by law.

   a. If you are a resident during holidays, you may decorate your apartment and you may hang wreaths on your exterior door.

15) PROPERTY MAINTENANCE: RESIDENT shall deposit all bagged garbage and waste in a clean and sanitary manner into the proper receptacles identified for trash by Tuesday evening for Wednesday pickup and shall cooperate in keeping the garbage area neat and clean.

   Ross Farms recycles: This is very important that we follow Waste Management’s recycle requirements. Your welcome packet will include instructions on how to wash out items that can be recycled. If we ever change waste companies, then we will notify you if there are changes to their protocols.

   Ross Farms also returns returnable cans and bottles. There will be a bin for these items. A donation is made with the funds collected to a wildlife foundation or local animal shelter. Please rinse out bottles or cans that are returnable so we can utilize them for this purpose.

   RESIDENT shall be responsible for keeping their kitchen and bathroom drains free of things that may tend to cause clogging of the drains. Each kitchen has a garbage disposal. Please run water when using, fill in increments to be assured it does not “freeze”. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from shower, wash basins, or sinks because of abuse or misuse.

16) HOUSE RULES: RESIDENT shall comply with all house rules as stated within, which are deemed part of this rental agreement, and a violation of any of the house rules is considered a breach of this agreement.

17) TERMINATION: Termination can occur with written notice due to a breach of contract to be given by the owner or in agreement by either party giving to the other a 60-day written notice of intention to terminate. Where laws require “just cause”, such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas are clear of all RESIDENT’S belongings. Should RESIDENT have a severe breach in the contract, tenancy may be terminated with less notice.

18) POSSESSION: If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement
shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

19) INSURANCE: RESIDENT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.

20) RIGHT OF ENTRY AND INSPECTION: OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

21) ASSIGNMENT: RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

22) PARTIAL INVALIDITY: Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

23) NO WAIVER: OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

24) ATTORNEY FEES: If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

25) JOINTLY AND SEVERALLY: The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.

26) REPORT TO CREDIT/RESIDENT AGENCIES: You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or resident reporting agency, and may create a negative credit record on your credit report.

27) LEAD NOTIFICATION REQUIREMENT: This residence was fully restored in 2019 and does not contain lead.

28) NOTICES: All notices to RESIDENT shall be served at RESIDENT'S premises and all notices to OWNER shall be served at: PO Box 25755 Rochester, NY 14625
29) INVENTORY: Besides the private apartment, the RESIDENT may use the following shared spaces:

- Laundry room
- Cleaning supplies
- Parking area
- Patio area with grill and shared space behind buildings
- Outdoor porches around the home which have furniture on them that are not specific to the two apartments which have only the resident entrance through them. Those two porches/decks are specifically part of the rental unit for those premises.
- Please do not leave any personal items on shared porches or back patio. If you have outdoor furniture you would like to take advantage of utilizing, please let us know and we will see if we can accommodate you using it.
- Bike storage area on the property
- Any personal storage the management has offered to you in your welcome letter.

30) Access: RESIDENT acknowledges receipt of the main entrances key codes which they agree not to share. The door lock is operated by a battery. If RESIDENT notices that the door lock is flashing yellow when using, please notify owner so we can change the 9 volt battery. a. From time to time the manager will elect to change the key code and if you are a current resident of the property when this occurs, you will be notified.

Please keep the key code private and do not share with others. When you enter and leave the house, please lock the door behind you. Please also keep your door locked for security of your own possessions. Do not share your key code with other residents please.

31) ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between OWNER and RESIDENT.

No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

32) RECEIPT OF AGREEMENT: The undersigned RESIDENT(S) have read and understand this Agreement and hereby acknowledge receipt of a copy of this Leasing Agreement.

RESIDENT’S Signature: ______________________________________________________________
Date: __________________

OWNER’S or Agent’s Signature: ______________________________________________________
Date: __________________

This lease is not in force unless executed by all parties and all funds for tenancy have been paid in full.
WHEREAS, an application has been received by the Penfield Town Board for the issuance of a Conditional Use Permit pursuant to Chapter 250-5.9(1)e of the Code to allow a restaurant with outdoor dining and outdoor music at 1300 Empire Blvd., located in the LaSalle’s Landing Development (LLD) zoning district;

NOW, THEREFORE, BE IT

RESOLVED, that the Penfield Town Board is best suited to act as lead agency within the meaning of the State Environmental Quality Review Act (SEQRA) and thus does hereby designate itself as lead agency pursuant to SEQRA; and be it further

RESOLVED, that the subject application is determined to be an Unlisted action pursuant to the requirements SEQRA;

NOW THEREFORE, BE IT

RESOLVED, that the Town Board of the said Town of Penfield shall hold a public hearing at the Penfield Town Hall, 3100 Atlantic Avenue, in the Town of Penfield, New York on May 1, 2019, at 7:00 PM on said date, to consider the said application and to hear all persons interested on the question of the issuance of a Conditional Use Permit to allow a restaurant with outdoor dining and outdoor music at 1300 Empire Blvd., in the LaSalle’s Landing Development (LLD) zoning district; and be it further

RESOLVED, that a copy of this Resolution, certified by the Town Clerk, shall be published at least once in the official newspaper of the town, the first publication thereof to be not less than ten (10) nor more than twenty (20) days before the date set for said hearing as aforesaid. A copy of this Resolution shall be posted on the official signboard of the Town as prescribed by Law.
Moved:  
Seconded: 

Vote:  
    Kohl  
    LaFountain  
    Metzler  
    Moore  
    Quinn  
PENFIELD TOWN BOARD RESOLUTION NO. 19T-106

DATE April 3, 2019

BY Councilman Moore

Law & Finance COMMITTEE

NAME Setting a Public Hearing to Consider a Conditional Use Permit to Allow a CBD Shop at

2118 Five Mile Line Road - SBL# 139.06-4-2 – Acadia Group LLC

WHEREAS, an application has been received by the Penfield Town Board for the issuance of a Conditional Use Permit pursuant to §250-5.10-B(1) of the Code to allow a CBD shop at 2118 Five Mile Line Road, located in the Four Corners (FC) zoning district;

NOW, THEREFORE, BE IT

RESOLVED, that the Penfield Town Board is best suited to act as “lead agency” within the meaning of the State Environmental Quality Review Act (SEQRA) and thus does hereby designate itself as “lead agency” and has determined the proposal to be an Unlisted action pursuant to SEQRA; and be it further

RESOLVED, that the Town Board of the said Town of Penfield shall hold a public hearing at the Penfield Town Hall, 3100 Atlantic Avenue, in the Town of Penfield, New York on May 1, 2019, at 7:00 PM on said date, to consider the said application and to hear all persons interested on the question of the issuance of a Conditional Use Permit to allow a CBD shop at 2118 Five Mile Line Road, in the Four Corners (FC) zoning district; and be it further

RESOLVED, that a copy of this Resolution, certified by the Town Clerk, shall be published at least once in the official newspaper of the Town, the first publication thereof to be not less than ten (10) nor more than twenty (20) days before the date set for said hearing as aforesaid. A copy of this Resolution shall be posted on the official signboard of the Town as prescribed by Law.

Moved: 

Seconded: 

Vote: Kohl 

LaFountain 

Metzler 

Moore 

Quinn
NAME Setting a Public Hearing to Consider Issuance of a Conditional Use Permit to Allow a

CBD Shop at 2150 Fairport Nine Mile Point Road –140.01-2-70.123 – CB Depot

WHEREAS, an application has been received by the Penfield Town Board for the issuance of a Conditional Use Permit pursuant to Local Law No.2 of 2003 (Incentive Zoning) to allow a CBD shop at 2150 Fairport Nine Mile Point Road, located in the Business Non-Retail (BN-R) zoning district;

NOW, THEREFORE, BE IT

RESOLVED, that the Penfield Town Board is best suited to act as “lead agency” within the meaning of the State Environmental Quality Review Act (SEQRA) and thus does hereby designate itself as “lead agency” and has determined the proposal to be an Unlisted action pursuant to SEQRA; and be it further

RESOLVED, that the Town Board of the said Town of Penfield shall hold a public hearing at the Penfield Town Hall, 3100 Atlantic Avenue, in the Town of Penfield, New York on May 1, 2019, at 7:00 PM on said date, to consider the said application and to hear all persons interested on the question of the issuance of a Conditional Use Permit to allow a CBD shop at 2150 Fairport Nine Mile Point Road, in the Business Non-Retail (BN-R) zoning district; and be it further

RESOLVED, that a copy of this Resolution, certified by the Town Clerk, shall be published at least once in the official newspaper of the Town, the first publication thereof to be not less than ten (10) nor more than twenty (20) days before the date set for said hearing as aforesaid. A copy of this Resolution shall be posted on the official signboard of the Town as prescribed by Law.

Moved: _______
Seconded: _______

Vote: Kohl _______
       LaFountain _______
       Metzler _______
       Moore _______
       Quinn _______
BE IT RESOLVED, that the Town Board authorizes the Town Supervisor to sign the following recreation contracts:

Teagan & the Tweeds, 24 White Oak Lane, Fairport, NY 14450, to provide Musical Performance “Teagan & the Tweeds” on Tuesday, June 11, 2019 (concert time 6:30PM-8:00PM), at the Penfield Amphitheater: 3100 Atlantic Ave, Penfield, NY 14526 for a fee of $900.00 (stage sound & lighting provided by Town of Penfield). Voucher in the amount of $900.00 to be submitted 5/15/19.

Chuck DiPiazza, 18 Nowadaga Drive, Rochester, NY 14517, to provide Musical Performance “Eastside Swingtet” on Tuesday, June 18, 2019 (concert time 6:30PM-8:00PM), at the Penfield Amphitheater: 3100 Atlantic Ave, Penfield, NY 14526 for a fee of $650.00 (stage sound & lighting provided by Town of Penfield). Voucher in the amount of $650.00 to be submitted 5/15/19.

Jon Lewis, 44 Aldwick Rise, Fairport, NY 14450, to provide Musical Performance “Mr. Loops” on Tuesday, June 25, 2019 (concert time 6:30PM-7:30PM), at the Penfield Amphitheater: 3100 Atlantic Ave, Penfield, NY 14526 for a fee of $600.00 (stage sound & lighting provided by Town of Penfield). Voucher in the amount of $600.00 to be submitted 6/5/19.

Primo Mussumeci, 154 Blue Birch Dr, Rochester, NY 14612, to provide “Allegro” musical entertainment on Saturday, June 29, 2019 (concert time 5:30PM-7:30PM) for Penfield Independence Holiday Celebration for a fee of $900.00. Voucher in the amount of $900.00 to be submitted 6/5/19.

John Beato, 86 Squirrels Heath Road, Fairport, NY 14450, to provide “Northside Johnny” musical entertainment on Saturday, June 29, 2019 (concert time 8:00PM-10:15PM) for Penfield Independence Holiday Celebration for a fee of $1,000.00. Voucher in the amount of $1,000.00 to be submitted 6/5/19.

It’s My Party! P.O. Box 423, Penfield, NY 14526, to provide Musical Performance “It’s My Party!” on Tuesday, July 9, 2019 (concert time 6:30PM-8:00PM), at the Penfield Amphitheater: 3100 Atlantic Ave, Penfield, NY 14526 for a fee of $800.00 (stage sound & lighting provided by Town of Penfield). Voucher in the amount of $800.00 to be submitted 6/19/19.
Dynamic Recording, 2844 - 2846 Dewey Avenue, Rochester, NY 14616, to provide Musical Performance “Alfred St. John Trinidad & Tobago Steel Drum Band” on Tuesday, July 16, 2019 (concert time 6:30PM-8:00PM), at the Penfield Amphitheater: 3100 Atlantic Ave, Penfield, NY 14526 for a fee of $900.00 (stage sound & lighting provided by Town of Penfield). Voucher in the amount of $900.00 to be submitted 6/19/19.

Tom Willette, 36 Scarborough Park, Rochester, NY 14625, to provide Musical Performance “Jumbo Shrimp” on Tuesday, July 23, 2019 (concert time 6:30PM-8:00PM), at the Penfield Amphitheater: 3100 Atlantic Ave, Penfield, NY 14526 for a fee of $300.00 (stage sound & lighting provided by Town of Penfield). Voucher in the amount of $300.00 to be submitted 7/3/19.

Ian Cohen, 1831 Baird Road, Penfield, NY 14526, to provide Musical Performance “Jumbo Shrimp” on Tuesday, July 23, 2019 (concert time 6:30PM-8:00PM), at the Penfield Amphitheater: 3100 Atlantic Ave, Penfield, NY 14526 for a fee of $300.00 (stage sound & lighting provided by Town of Penfield). Voucher in the amount of $300.00 to be submitted 7/3/19.

Paulsen and Baker, 51 Chelsea Meadows Drive, West Henrietta, NY 14586, to provide Musical Performance “Paulsen and Baker” on Tuesday, July 30, 2019 (concert time 6:30PM-7:30PM), at the Penfield Amphitheater: 3100 Atlantic Ave, Penfield, NY 14526 for a fee of $600.00 (stage sound & lighting provided by Town of Penfield). Voucher in the amount of $600.00 to be submitted 7/3/19.

Rochester Metropolitan Jazz Orchestra (RMJO), 340 Oakridge Drive, Rochester, NY 14617, to provide Musical Performance “Rochester Metropolitan Jazz Orchestra” on Tuesday, August 6, 2019 (concert time 6:30PM-8:00PM), at the Penfield Amphitheater: 3100 Atlantic Ave, Penfield, NY 14526 for a fee of $800.00 (stage sound & lighting provided by Town of Penfield). Voucher in the amount of $800.00 to be submitted 7/3/19.

John Bolger, 11 Crescent Drive, Penn Yan, NY 14527, to provide Musical Performance “John Bolger Band” on Tuesday, August 13, 2019 (concert time 6:30PM-8:00PM), at the Penfield Amphitheater: 3100 Atlantic Ave, Penfield, NY 14526 for a fee of $600.00 (stage sound & lighting provided by Town of Penfield). Voucher in the amount of $600.00 to be submitted 7/17/19.

Michael George, 44 Nelson Street, Fairport, NY 14450, to provide Musical Performance “Mr. Mustard” on Tuesday, August 20, 2019 (concert time 6:30PM-8:00PM), at the Penfield Amphitheater: 3100 Atlantic Ave, Penfield, NY 14526 for a fee of $950.00 (stage sound & lighting provided by Town of Penfield). Voucher in the amount of $950.00 to be submitted 7/17/19.
Mike Kornrich, 59 Culver Parkway, Rochester, NY 14609, to provide Musical Performance “Mike Kornrich” on Tuesday, August 27, 2019 (concert time 6:30PM-7:30PM), at the Penfield Amphitheater: 3100 Atlantic Ave, Penfield, NY 14526 for a fee of $500.00 (stage sound & lighting provided by Town of Penfield). Voucher in the amount of $500.00 to be submitted 7/17/19.

Steve Grills, 61 Linden Street, Rochester, NY 14620, to provide Musical Performance “Steve Grills & the Roadmasters featuring Joe Beard” for Penfield Tastin’ the Blues event on Saturday, September 14, 2019 (concert time 12:30PM-4:00PM), at the Penfield Amphitheater: 3100 Atlantic Ave, Penfield, NY 14526 for a fee of $1,550.00 (stage sound & lighting provided by Town of Penfield). Voucher in the amount of $1,550.00 to be submitted 8/21/19.

Moved: ________________________
Seconded: ________________________
Vote: 
Kohl __________________
LaFountain ________________
Metzler _________________
Moore _________________
Quinn _________________