



# TOWN OF PENFIELD

3100 Atlantic Avenue, Penfield, NY 14526-9798

## TOWN BOARD LEGISLATIVE AGENDA

Wednesday, May 7, 2025 6:30 PM

Supervisor Leenhouts, presiding

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- 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 - April 2, 2025; April 23, 2025
- VI. Petitions
- VII. Resolutions by Function

### **Law and Finance**

25T-100 Authorization for Supervisor to Sign a License and Hold Harmless Agreement to Allow a Foot Bridge within a Storm Sewer Easement at 138 Timberline Drive

25T-101 Acceptance of a Donation of Pre-Owned Office Furniture for Use at Penfield Town Court

25T-102 Authorization to Execute a Conservation Easement on Monroe County Owned Property Located at 1775 Kennedy Road

25T-103 Authorization to Purchase a 2025 GNSS System for Surveying and Mapping

25T-104 Authorization for Release of a Sanitary Sewer Easement located at Stafford Park, 1918 Jackson Road

25T-105 Awarding a Contract for the Construction Related to the Upgrade of Empire Pump Station #1

25T-106 Authorizing the Department of Public Works to Consider Waiver Requests Related to Chapter 180 (Sewer)

### **Public Works - None**

### **Public Safety - None**

### **Community Services - None**

- VIII. Old Business
- IX. New Business
- X. Executive Session
- XI. Next Meeting: June 4, 2025
- XII. Adjournment

*This meeting will be video recorded and broadcast LIVE via the town's website [www.penfield.org](http://www.penfield.org) and the Town's Government Access Cable Channel 1303.*

*Questions regarding video coverage contact Penfield TV at (585) 340-8661.*

PENFIELD TOWN BOARD RESOLUTION NO. 25T-100

DATE: 05/07/2025

BY: Councilperson Lee

COMMITTEE: Law and Finance

NAME: Authorization for Supervisor to Sign a License and Hold Harmless Agreement to Allow a Foot Bridge Within a Storm Sewer Easement at 138 Timberline Drive – SBL#108.08-1-21

BE IT RESOLVED, that the Town Board of the Town of Penfield hereby authorizes the Supervisor to sign a License and Hold Harmless Agreement with John and Janet McCarten, owners of property of 138 Timberline Drive, to permit a portion of a foot bridge to encroach into the Storm Sewer easement to the Town of Penfield located at 138 Timberline Drive in a form and substance acceptable to the Town Attorney.

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Vote:	Berry	_____
	Lee	_____
	Leenhouts	_____
	Ockenden	_____
	Teglash	_____

PENFIELD TOWN BOARD RESOLUTION NO. 25T-101

DATE: May 7, 2025

BY: Councilperson Lee

COMMITTEE: Law and Finance

NAME: **Acceptance of a Donation of Pre-Owned Office Furniture for Use at Penfield Town Court**

WHEREAS, the New York State Unified Court System and Monroe County and Supreme Courts periodically offer to donate, to town and village courts, office furniture which is scheduled to be discarded and replaced at the Monroe County Hall of Justice; and

WHEREAS, in the past, Penfield Town Court has accepted a donation of outgoing office furniture from the court system to fully furnish the judicial chambers, at no cost to the Town of Penfield; and

WHEREAS, Town Justices Mulley and Metzler, in seeking to continue to avoid costs to the Town of Penfield, desire to accept furniture, on behalf of the Penfield Town Court, recently offered for donation by the court system, namely seven (7) upholstered wingback chairs, valued at \$75 each for a total value of \$525.00 (photos attached hereto);

NOW THEREFORE BE IT RESOLVED, the Town Board acknowledges this donation from the New York State Unified Court System and recognizes the addition of these assets valued at \$525.00 to the Town of Penfield, to be used at Penfield Town Court.

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Vote:

Berry \_\_\_\_\_

Lee \_\_\_\_\_

Leenhouts \_\_\_\_\_

Ockenden \_\_\_\_\_

Teglash \_\_\_\_\_







PENFIELD TOWN BOARD RESOLUTION NO. 25T-102  
BY Councilperson Lee

DATE May 7, 2025  
Law & Finance COMMITTEE

NAME Authorization to Execute a Conservation Easement on Monroe County Owned Property  
Located at 1775 Kennedy Road SBL #111.01-1-27

WHEREAS, the County of Monroe (“Monroe County”) owns a parcel in the Town of Penfield, Monroe County, New York, commonly known as 1775 Kennedy Road, Webster, NY 14580, Tax ID: 111.01-1-27 (“the Property”), which is not suitable for public access or use; and

WHEREAS, County and the Town wish to preserve and protect the environmental conservation of the Property by entering into an Environmental Conservation Easement Agreement (“the Agreement”), which is attached hereto as Attachment A; and

WHEREAS, the Monroe County Legislature Environment and Public Works Committee has reviewed the Agreement and issued a positive referral.

NOW THEREFORE, BE IT RESOLVED, the Town Board of the Town of Penfield hereby authorizes the Supervisor to sign the Environmental Conservation Easement Agreement; and

BE IT FURTHER RESOLVED that the Agreement shall be in the agreed upon format and shall be recorded at the Monroe County Clerk’s Office with a certified copy of this resolution.

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Vote:

Berry \_\_\_\_\_

Lee \_\_\_\_\_

Leenhouts \_\_\_\_\_

Ockenden \_\_\_\_\_

Teglash \_\_\_\_\_

PENFIELD TOWN BOARD RESOLUTION NO. 25T- 103  
BY Councilperson Lee

DATE May 7, 2025  
Law & Finance COMMITTEE

NAME Authorization to Purchase a 2025 GNSS System for Surveying and Mapping

WHEREAS, the Town needs to upgrade its surveying equipment to better support its residents and staff; and

WHEREAS, sealed proposals were sought and duly advertised for the project as outlined within the plans and specifications on file with the Penfield Town Clerk; and

WHEREAS, on April 11, 2025, at 10:30 am the sealed bids for said project were received, opened and read publicly by the Town Clerk, see attached Appendix "A"; and

WHEREAS, the bid submitted by Waypoint Technology Group, LLC was evaluated and was found to be the lowest responsible and responsive bidder for the specified equipment, and has met the Town's bidding requirements for this project; and

WHEREAS, the Town Board discussed the bids at its worksession on April 23, 2025, and voted to award the project to Waypoint Technology Group, LLC; and

WHEREAS, the total funds of \$39,376.80 for said purchases are included in the 2025 Engineering Department Budget; and

NOW, THEREFORE, BE IT RESOLVED, that the Engineering Department be and hereby is authorized to purchase said GPS survey equipment from Waypoint Technology Group, LLC, for a price not to exceed \$39, 376.80.

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Vote:

Berry \_\_\_\_\_

Lee \_\_\_\_\_

Leenhouts \_\_\_\_\_

Ockenden \_\_\_\_\_

Teglash \_\_\_\_\_

PENFIELD TOWN BOARD RESOLUTION NO. 25T- 104  
BY Councilperson Lee

DATE May 7, 2025  
Law & Finance COMMITTEE

NAME Authorization for Release of a Sanitary Sewer Easement located at Stafford Park, 1918 Jackson Road - SBL #124.16-1-39.3

WHEREAS, Insite Land Development Inc., the owners of the property at 1918 Jackson Road, have requested that the Town of Penfield release storm sewer easement UE-2 on said property; and

WHEREAS, the original easement was recorded in the Monroe County Clerk's Office as Liber 12396 of Deeds, page 324; and

WHEREAS, the filed easement UE-2 is no longer needed as a new easement UE-6 has been filed to replace it.

NOW THEREFORE, BE IT RESOLVED, the Town Board of the Town of Penfield hereby authorizes the Supervisor to sign a Release of Easement to permit a release existing storm sewer easement UE-2, as shown on the attached map entitled "Stafford Park Easement Plan UE-2" and the Schedule "A" description of the abandoned piece, as prepared by BME Associates, dated July 30, 2020; and

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:

Berry \_\_\_\_\_

Lee \_\_\_\_\_

Leenhouts \_\_\_\_\_

Ockenden \_\_\_\_\_

Teglash \_\_\_\_\_



PENFIELD TOWN BOARD RESOLUTION NO. 25T-105

DATE: May 7, 2025

BY Councilperson Lee

Law & Finance COMMITTEE

NAME Awarding a Contract for the Construction Related to the Upgrade of Empire Pump Station #1

WHEREAS, the Town Board supports the necessary improvements to prevent flooding to the town's sanitary sewer infrastructure and pump stations on Empire Boulevard; and

WHEREAS, the town staff prepared the bid documents and obtained all of the necessary approvals from the required agencies for the project; and

WHEREAS, sealed proposals were sought and duly advertised for the project as outlined within the plans and specifications on file with the Penfield Town Clerk; and

WHEREAS, on April 11, 2025, at 11:00 am the sealed bids for said project were received, opened and read publicly by the Town Clerk, see attached Appendix "A"; and

WHEREAS, the bid submitted by CP Ward was evaluated and was found to be the lowest responsible and responsive bidder for the specified improvements, and has met the Town's bidding requirements for this project; and

WHEREAS, the Town Board discussed the bids at its worksession on April 23, 2025, and voted to award the project to CP Ward; and

WHEREAS, a grant for \$110,537 was obtained for these improvements through the New York State REDI project MO.72; and

WHEREAS, the Town did not assign the funding for this project in the 2025 budget because the total cost was unknown prior to the bid; and

NOW, THEREFORE, BE IT RESOLVED that the contract for the above project be, and hereby is, awarded to CP Ward for the total amount not to exceed \$386,000; and

BE IT FURTHER RESOLVED, the Town Board hereby authorizes an appropriation from the General Assigned Fund balance in the amount of \$275,463 and further authorizes an amendment to the 2025 Adopted Budget to fund this project; and

BE IT FURTHER RESOLVED, that the said award is subject to submission and approvals of appropriate Bonds and Insurance documents, and Town of Penfield required contractual documents, which will be subject to the Town Attorney approval. Once all Town reviews and approvals associated with the contract have been completed the contractor will be given Notice to Proceed with this contract.

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Vote: Berry \_\_\_\_\_

Lee \_\_\_\_\_

Leenhouts \_\_\_\_\_

Ockenden \_\_\_\_\_

Teglash \_\_\_\_\_

PENFIELD TOWN BOARD RESOLUTION NO. 25T-106  
BY Councilperson Lee

DATE May 7, 2025  
Law & Finance COMMITTEE

NAME Authorizing the Department of Public Works to Consider Waiver Requests Related to Chapter 180 (Sewer)

WHEREAS, the Town's public sewer collection system and sewer districts are controlled by the Town Board, and the Town Board has the authority designate staff for the management and supervision of the day-to-day operations pursuant to Town Code Section 180-10 (A); and

WHEREAS, the current regulations contained in Chapter 180 (Sewers) include design requirements that may not be feasible or prudent on all properties within the town, and the Town Board has directed staff to prepare a local law to revise this chapter of Town Code to make the necessary code enhancements;

WHEREAS, the Town Board wishes to authorize the Director of Public Works and/or the Sewer Foreman to review requested variations from the design criteria currently contained in Chapter 180 (Sewers) and render decisions that will protect the safety of Penfield's public sewer system and ensure the health, safety and welfare of our community.

NOW THEREFORE, BE IT RESOLVED, the Town Board of the Town of Penfield hereby authorizes the Director of Public Works and/or the Sewer Foreman to review and render decisions on any waiver requests pertaining to Chapter 180 (Sewers) until such time that the Town Board adopts a local law to amend this chapter.

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Vote:

Berry \_\_\_\_\_

Lee \_\_\_\_\_

Leenhouts \_\_\_\_\_

Ockenden \_\_\_\_\_

Teglash \_\_\_\_\_

**NEW BUSINESS**

PENFIELD TOWN BOARD RESOLUTION NO. 25T-107 DATE: May 7, 2025

BY: Councilperson LEE COMMITTEE Law and Finance

NAME: Authorization to Settle Indus Panorama Trail, Inc.  
Tax Certiorari Proceedings

**WHEREAS, Indus Panorama Trail Inc.,** heretofore commenced proceedings against the Assessor and the Board of Assessment Review and other respondents for a review of the Assessment for the roll year's 2023-2024 for the premises located at 950 Panorama Trl S, (tax map #139.09-1-60.1) located within the Town of Penfield, and

**WHEREAS,** negotiations have been had between the Attorney for the Town and the Attorneys for the Petitioner in an attempt to settle and compromise Petitioner's claim, and

**WHEREAS,** after such negotiations, 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 Indus Panorama Trail Inc., for the roll year's 2023-2024 be 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:

Berry \_\_\_\_\_

Lee \_\_\_\_\_

Leenhouts \_\_\_\_\_

Ockenden \_\_\_\_\_

Teglash \_\_\_\_\_

**Environmental Conservation Easement  
1775 Kennedy Road Town of Penfield, New York  
Tax ID: 111.01-1-27**

**THIS ENVIRONMENTAL CONSERVATION EASEMENT AGREEMENT** (this “**Agreement**”) is made as of \_\_\_\_\_, 2025, by and between **COUNTY OF MONROE**, a municipal corporation with principal offices at 39 W. Main Street, Rochester, NY 14614, (“**Grantor**”) and the **TOWN OF PENFIELD**, a municipal corporation with principal offices at 3100 Atlantic Avenue, Penfield, New York 14526 (“**Grantee**”).

**WHEREAS**, Grantor is the owner of a parcel in the Town of Penfield, Monroe County, New York, commonly known as **1775 Kennedy Road, Webster, NY 14580**, Tax ID: 111.01-1-27, more particularly described in the attached Schedule A (the “Property”); and

**WHEREAS**, the Property was originally purchased by the County to provide a buffer to adjacent lands that were the site of the former Gloria Drive landfill (the “Landfill”); and

**WHEREAS**, the Property is not suitable for public access or use; and

**WHEREAS**, Grantor, as the owner of the Property, by this Agreement intends to convey to Grantee the right to preserve and protect the environmental conservation of the Property for the duration of the Agreement; and

**WHEREAS**, Grantee is a municipal corporation which has a desire for environmental conservation; and

**WHEREAS**, the Grantee agrees by accepting this grant to honor the intentions of the Grantor stated herein and to protect the environmental conservation of the Property for the duration of the Agreement.

**NOW, THEREFORE**, in consideration of the above and the mutual covenants, terms conditions and restrictions contained herein, the parties do now agree as follows:

1. **Easement.** Grantor hereby grants, transfers, and conveys to the Grantee an environmental conservation easement on the Property upon the terms and conditions set forth herein (“Easement”).
2. **Purpose.** It is the purpose of this Easement to assure that the Property will be retained in its natural condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property.
3. **Term.** This Agreement shall be effective as of the first day of the month after last executed by the Parties (the “Effective Date”). The term of this Easement shall be forty (40) years from the Effective Date (the “Term”).

4. **Notice.** Any notice, request, instruction or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given, (i) when received if given in person, (ii) on the date of acknowledgment of receipt if sent by facsimile or by overnight courier, or (iii) three days after being deposited in the U.S. mail, certified or registered mail, postage prepaid and addressed as follows:

To the Town: Supervisor, Town of Penfield, Penfield Town Hall, 3100 Penfield Road, Penfield, New York 14526; and

To the County: County Executive, County of Monroe, County Office Building, 39 West Main Street, Rochester, New York 14614

With a copy to: Monroe County Law Department, 307 County Office Building, 39 West Main Street, Rochester, New York 14614

5. **Right of Grantee:** To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

- (a) To preserve and protect and environmental conservation of the Property.
- (b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, provided that such entry shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.
- (c) To prevent any activity on, or use of, the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.
- (d) Nothing herein shall be construed to permit the Grantee to construct, place, or install any improvements, structures, fixtures, equipment, landscaping, and/or site amenities on the Property.

6. **Prohibited Uses.** Any activity on, or use of, the Property inconsistent with the purpose of this Easement including public access or recreation, parkland, or improvements of the Property for industrial commercial or residential use is prohibited.

7. **Reserved Rights.** Grantor reserves to itself, its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses and access to the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement, including but not limited to:

- a) Access by Grantor, its officers, employees, contractors, and agents, and their vehicles and equipment, for purposes of inspecting, monitoring, testing, remediating, and/or undertaking capital improvements at the Landfill.
- b) Installing improvements, equipment, and/or monitoring wells necessary or desirable for undertaking the rights reserved hereunder.



- c) Performing work on the Property required by a federal, state, and/or local regulatory agency.
- d) Temporary emergency uses.

8. **Access.** No rights of access or use by the general public to any portion of the Property is conveyed by this Easement.

9. **Grantee's Remedies.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use of activity inconsistent with the purpose of the Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within 30 days after receipt of notice from Grantee, or under circumstances where the violation cannot reasonably be cured within the 30 day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this easement, to enjoin the violation, exparte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting the Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages so recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property due to Grantor's violation of this Easement, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of the Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of the Easement are inadequate and the Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of the Easement, without necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereinafter existing at law or in equity.

10. **Costs of Enforcement.** Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including without limitation, costs of suit and attorneys' fees, and any cost of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. Notwithstanding the foregoing, in no event shall Grantor be responsible for Grantee's costs in the event a court of competent jurisdiction finds that Grantor was not in violation of this Easement.

11. **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver of the Grantee of such term or of any subsequent breach of the same or any other term of

this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach of Grantor shall impair such right or remedy or be construed as a waiver.

12. **Waiver of Certain Defenses.** Grantor hereby waives any defense of laches, estoppel, or prescription.

13. **Acts Beyond Grantor's Control.** Nothing in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, vandalism, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

14. **Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership and maintenance of the Property in a manner Grantor determines, including the maintenance of comprehensive general liability insurance coverage.

15. **Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee and its officers and employees (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys' fees, arising from or in any way connected with injury to or death of any person or physical damage resulting from Grantor's act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties. Grantee shall indemnify and hold Grantor harmless for any liability arising out of Grantee's negligence.

15. **Subsequent Transfers.** Grantor agrees to refer to the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.

16. **Recordation.** Grantee shall record this instrument in timely fashion in the official records of Monroe County, New York and may re-record it at any time as may be required to preserve its rights in this Easement.

17. **General Provisions.**

(a) **Controlling Law:** The interpretation and performance of this Easement shall be governed by the laws of the State of New York.

(b) **Liberal Construction:** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

- (c) Severability: If any provision of this Easement, or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected hereby.
- (d) Entire Agreement: This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiation, understandings, or agreements relating to the Easement, all of which are merged herein. No alterations or variation of this instrument shall be valid or binding unless contained in an amendment that is executed by both Parties.
- (e) Successors: The covenants, terms, conditions, and restrictions of this Easement shall be binding upon and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- (i) Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- (j) Counterparts: The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterparts shall be controlling.
- (k) Amendment: This Easement may be amended in whole or in part only by a written agreement executed by both parties.

**TO HAVE AND TO HOLD** unto Grantee, its successors and assigns during the Term of this Agreement.

*[SIGNATURE PAGE FOLLOWS]*

**IN WITNESS WHERE OF**, the parties have caused this Agreement to be executed on its behalf by its duly authorized officer.

**GRANTOR:**

MONROE COUNTY

By: \_\_\_\_\_

Name: Adam Bello

Its: County Executive  
Monroe County, NY

**GRANTEE:**

TOWN OF PENFIELD

By: \_\_\_\_\_

Name: Jeff Leenhouts

Its: Town Supervisor  
Town of Penfield, NY

*[Signature Page of Environmental Conservation Easement for 1775 Kennedy Road]*

## **ACKNOWLEDGEMENTS**

STATE OF NEW YORK     )  
COUNTY OF MONROE    )     ss.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2024, before me, the undersigned, a notary public in and for said state, personally appeared **Adam Bello** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) (is)(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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Notary Public

STATE OF NEW YORK     )  
COUNTY OF MONROE    )     ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2024 before me, the undersigned, a Notary Public in and for said state, personally appeared **Jeff Leenhouts**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) (is)(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals, or the person upon behalf of which the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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Notary Public

**SCHEDULE A**  
**1775 KENNEDY ROAD**

All that Tract or Parcel of land, being part of Lot 15 in the 1,600 Acre Tract. Situate in lot 7, Township 13, Range 4 of the Phelps and Gorham Purchase, Town of Penfield, County of Monroe, State of New York and more particularly described as follows:

Commencing at a point marked by a 3/4" pin in the centerline intersection of Kennedy Road and Hogan Road, said point having the New York State Plane Coordinates of N=1,158,838.57 and E=1,468,985.77. Said point being the northwesterly corner of property owned now or formerly by John D. & Tracy A. Proper, as conveyed by deed recorded at the Monroe County Clerk's Office in Uber 9076 of Deeds, Page 8, also being the northwesterly corner of Lot 1 as shown on a map entitled David Stappenbeck Subdivision, filed at the Monroe County Clerk's Office in Uber 237 of Maps, Page 17. Said point being the point of beginning.

Thence (1) South 01° 16' 20" East along the west line of said Proper property, the west line of property owned now or formerly by Daniel & Lori Koonmen, as conveyed by deeds recorded at the Monroe County Clerk's Office in Uber 9833 of Deeds, Page 631 and Uber 10112 of Deeds, Page 244, and the west line of property owned now or formerly by Christopher B. Caldwell & Kimberly Hawley, as conveyed by deed recorded at the Monroe County Clerk's Office in Uber 11143 of Deeds, Page 49, also being the west line of Lot R-1 and Remaining Lands as shown on a map entitled Resubdivision Webster+ Manning Subdivisions, filed at the Monroe County Clerk's Office in Uber 323 of Maps, Page 86, a distance of 2341.31 feet to a point marked by a 5/8" rebar, and in the north line of property owned now or formerly by Rochester Gas & Electric Corporation, as conveyed by deed recorded at the Monroe County Clerk's Office in Uber 3868 of Deeds, Page 180, also being the north line of a parcel of land as shown on a map by R.

Mccutchan, P.L.S. entitled Map of Part of the Mathew Konetzki Property, on file at the Monroe County Real Property Tax Office as Unrecorded Map 1967-9, said point having the New York State Plane Coordinates of N=1,156,497.84 and E=1,469,037.75;

Thence (2) South 88° 07' 53" West along the north line of said Rochester Gas & Electric Corporation property, a distance of 1468.69 feet to the east line of property owned now or formerly by The County of Monroe, as conveyed by deed recorded at the Monroe County Clerk's Office in Liber 4813 of Deeds, Page 54, also being the southeasterly corner of a parcel of land as shown on a map entitled Northeast Quadrant Solid Waste Facility, filed at the Monroe County Clerk's Office in Liber 221 of Maps, Page 4;

Thence (3) North 00° 46' 45" West along the east line of said County of Monroe property, a distance of 2359.68 feet to a point marked by a P.K. nail in the centerline of said Kennedy Road;

Thence (4) North 88° 50' 47" East along the centerline of said Kennedy Road, a distance of 753.47 feet to the west line of property owned now or formerly by Richard A. & Jewyl R. Bierma, as conveyed by deed recorded at the Monroe County Clerk's Office in Liber 6795 of Deeds, Page 250, also being the west line of a parcel of land as shown on a map by R. Kreiling, P.L.S. entitled Map of a Survey of Land to be Conveyed to Mike Millner, recorded at the Monroe County Clerk's Office in Liber 5400 of Deeds, Page 187;

Thence (5) South 00° 39' 13" East along the west line of said Bierma property, a distance of 281.13 feet to the southwest corner of said Bierma property;



Thence (6) North 88° 50' 47" East along the south line of said Bierma property, a distance of 210.02 feet to the southeast corner of said Bierma property;  
Thence (7) North 00° 39' 13" West along the east line of said Bierma property, a distance of 281.13 feet to the centerline of said Kennedy Road, said point having the New York State Plane Coordinates of N=1,158,828.81 and E=1,468,501.04;  
Thence (8) North 88° 50' 47" East along the centerline of said Kennedy Road, a distance of 484.83 feet to the point of beginning.

Intending to describe a parcel of land to be acquired by the County of Monroe containing 77.3403+- acres or 3,368,945+- square feet as shown on a survey map dated November 4, 2015 by the County of Monroe Survey Office.

Subject to all easement covenants and restrictions of record.

BEING AND INTENDING TO DESCRIBE THE SAME PREMISES conveyed to Monroe County by deed dated October 14, 2015 and recorded in the Monroe County Clerk's Office on November 13, 2015 in Liber 11619 of Deeds at page 177.

# GNSS BID TABULATION

Bid Opening: April 11, 2025

	ITEM	UNIT	Waypoint Technology Group, LLC	Average Price*
1A	Trimble R980, Model 50, ROW	EA	\$ 8,100.00	\$ 8,100.00
1B	Trimble R980 Configuration Level - Rover Mode	EA	\$ 18,450.00	\$ 18,450.00
1C	Trimble Geospatial Accessory - Dual Battery Charger with Power Supply and Power Cord.	EA	\$ 630.00	\$ 630.00
1D	2m Snap-Lock Rover Rod with Outer "GT" Grad	EA	\$ 340.80	\$ 340.80
1E	Trimble Protected Premium – R980 GNSS, 5 Years w/Firmware	EA	\$ 2,970.00	\$ 2,970.00
2A	Trimble TSC5 Controller - WWAN, Worldwide region	EA	\$ 4,063.50	\$ 4,063.50
2B	TSC5 / TSC7 Quick Release Pole Mount Clamp, Adjustable Arm	EA	\$ 211.50	\$ 211.50
2C	TSC5 Pole Mount Bracket	EA	\$ 72.00	\$ 72.00
2D	Trimble Access GNSS - General Survey Perpetual License	EA	\$ 1,741.50	\$ 1,741.50
2E	Trimble Protected Premium1 - TSC5/TSC7 w/Trimble Access, 5 Years	EA	\$ 2,722.50	\$ 2,722.50
2F	Onsite Configuration of Product or Product Setup/Support. (Per Hour). To be provided by a New York State Licensed Professional Land Surveyor at the time of delivery.	EA	Included	
	Shipping & Handling	EA	\$ 75.00	\$ 75.00
	Total		\$ 39,376.80	\$ 39,376.80

\*Only one bid received

Response Checklist	X
Additional Literature/Warranty/Brochures (If Applicable)	X
Proposal Form	X
Bid Sheets	X
Non-Collusion Form	X
Vendor Certification Form	X
Insurance/Workmans Comp/Disability Forms	X
Iran Divestment Act Certification Form	X
Bidders Statement on Sexual Harrassment	X

## 2025 REDI Project Mo. 72 BID TABULATION

Bid Opening: April 11, 2025

			Crane-Hogan	CP Ward			
	ITEM	UNIT	PRICE	PRICE	PRICE	PRICE	PRICE
1A	Mobilization	LS	\$ 16,500.00	\$ 14,000.00			
1B	Maintenace & Protection Traffic	LS	\$ 6,000.00	\$ 4,000.00			
1C	Install Bypass Pumping	LS	\$ 30,000.00	\$ 40,000.00			
1D	Remove & Replace ex Pump Sta	LS	\$ 196,118.00	\$ 180,000.00			
1E	Raise Pump Sta. 2 feet	LS	\$ 78,166.00	\$ 48,000.00			
1F	Erosion & Sediment Control	LS	\$ 2,900.00	\$ 5,000.00			
1G	Install new generator	LS	\$ 55,478.00	\$ 75,000.00			
1H	Install new Retaining Wall	LS	\$ 35,792.00	\$ 20,000.00			
	<b>Total Bid</b>		\$ 420,954.00	\$ 386,000.00			
2A	Topsoil	CY	\$ 375.00	\$ 350.00			

Non-collusive bidding certification

**X**

**X**

Cert. of small & M/WBE Utilization

**X**

**X**

Addendum #2

**X**

**X**

The Town of Penfield reserves the right to waive any informalities in bids, reject any or all bids, or award a contract to other than the low bidder.

No bid may be withdrawn for a period of thirty (30) days after the date set for the opening thereof and not any time prior to the opening of the bids.

The Town Board reserves the right to be sole judge of all equivalencies.

**NEW BUSINESS**

PENFIELD TOWN BOARD RESOLUTION NO. 25T-0 DATE: May 7, 2025

BY: Councilperson LEE COMMITTEE Law and Finance

NAME: Authorization to Settle Indus Panorama Trail, Inc.  
Tax Certiorari Proceedings

**WHEREAS**, **Indus Panorama Trail Inc.**, heretofore commenced proceedings against the Assessor and the Board of Assessment Review and other respondents for a review of the Assessment for the roll year's 2023-2024 for the premises located at 950 Panorama Trl S, (tax map #139.09-1-60.1) located within the Town of Penfield, and

**WHEREAS**, negotiations have been had between the Attorney for the Town and the Attorneys for the Petitioner in an attempt to settle and compromise Petitioner's claim, and

**WHEREAS**, after such negotiations, 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 Indus Panorama Trail Inc., for the roll year's 2023-2024 be 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:

Berry \_\_\_\_\_

Lee \_\_\_\_\_

Leenhouts \_\_\_\_\_

Ockenden \_\_\_\_\_

Teglash \_\_\_\_\_



STATE OF NEW YORK  
SUPREME COURT : COUNTY OF MONROE

In the Matter of the Application of  
INDUS PANORAMA TRAIL, INC.

*Petitioner,*

vs.

TOWN OF PENFIELD ASSESSOR, TOWN OF  
PENFIELD BOARD OF ASSESSMENT REVIEW  
AND TOWN OF PENFIELD,

*Respondents.*

PENFIELD CENTRAL SCHOOL DISTRICT,

*Intervenor-Respondents.*

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STATE OF NEW YORK  
SUPREME COURT : COUNTY OF MONROE

In the Matter of the Application of  
INDUS PANORAMA TRAIL, INC.

*Petitioner,*

vs.

THE TOWN OF PENFIELD, NEW YORK, AND  
ITS ASSESSOR AND BOARD OF  
ASSESSMENT REVIEW,

*Respondents.*

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TOWN OF PENFIELD  
RECEIVED

MAY 02 2025

ASSESSOR'S OFFICE  
PENFIELD, NY

**STIPULATION OF SETTLEMENT  
AND ORDER**

Index No. E2023007990

Hon. James Vazzana

**STIPULATION OF SETTLEMENT  
AND ORDER**

Index No. E2024012077

Hon. James Vazzana

**WHEREAS**, Indus Panorama Trail, Inc. ("Petitioner") commenced judicial review proceedings pursuant to Real Property Tax Law Article 7 against the Town of Penfield for tax years 2023/24 and 2024/25



to review the assessment on real property it owns in the Town of Penfield identified as Tax ID No. 139.09-1-60.1 and located at 950 Panorama Trail in the Town of Penfield (hereinafter the “Subject Property”); and

**WHEREAS**, the Respondent Town of Penfield Assessor, Town of Penfield Board of Assessment Review and the Town of Penfield (collectively, “the Town”) filed Notices of Retainer and Appearance on September 12, 2023 and September 18, 2024 in the 2023 and 2024 proceedings, respectively, through their counsel, McConville, Considine, Cooman & Morin, P.C. (Peter J. Weishaar, Esq. of counsel); and

**WHEREAS**, the Penfield Central School District intervened in the 2023 proceedings by filing a Verified Answer on September 8, 2023 through its counsel, Ferrara Fiorenza PC; and

**WHEREAS**, the Petitioner, the Town, and the Penfield Central School District are hereinafter referred to as “the Parties”; and

**WHEREAS**, the Parties entered into extensive settlement discussions and are desirous of settling and discontinuing the above-captioned proceedings based upon this Stipulation of Settlement and Order;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the attorneys for the Parties herein, that:

1. The assessment on the Subject Property shall be reduced as shown in the following chart:

Assessment Roll Year	Tax Year	Final Assessment	Final State Equalization Rate	Equalized FMV	Stipulated Reduced Assessment	Equalized FMV per reduced assessment
2023	2023/24	\$7,664,000	94%	\$8,153,191	No change	No change
2024	2024/25	\$7,664,000	87%	\$8,809,195	<b>\$4,854,600</b>	\$5,580,000

2. The provisions of RPTL 727 shall apply to the subsequent three tax years (“Three-Year Period”)—that is tax years 2025/26, 2026/27, and 2027/28 (2025, 2026, and 2027 assessment rolls, respectively) and the assessment shall remain at \$4,854,600, subject to the following modification to RPTL 727:

- a. If, during the Three Year Period, there is a revaluation or update of all real property on the assessment roll as defined in RPTL 727 (2)(a) or (b), then the assessment on the

Subject Property (Tax Map No. 139.09-1-60.1) shall not exceed an assessment computed by multiplying a fair market value of \$6,472,800 (i.e. the 2025 equalized fair market value) by the final equalization rate for that year.

The other exceptions set forth in RPTL 727(2) shall remain in effect.

3. Provided that the 2025, 2026 and 2027 assessments do not exceed those set forth in paragraph 2 above, then Petitioner agrees not to file RPTL Article 7 petitions during that time period.
4. The officials of the Town of Penfield, the County of Monroe, the Penfield Central School District and every other taxing entity, district or municipal corporation having custody of or levying taxes upon the basis of said assessment rolls or any copy thereof, be directed and so ordered to make or cause to be made on the proper books and records the entries and changes necessary to correct said assessments pursuant to the provisions in paragraphs 1 and 2 above.
5. In consideration of the assessments not exceeding those set forth in paragraphs 1 and 2 above, Petitioner agrees to waive any refunds related to the reduction in assessment on the 2023 and 2024 assessment rolls (tax years 2023/24 and 2024/25).
6. Approval of this settlement and all required authorizations and enactments by the necessary parties shall be made in good faith and as expeditiously as possible.
7. The parties shall have the right to seek specific enforcement of the terms of this Stipulation of Settlement and any Order entered thereon, and to otherwise enforce the terms by whatever means provided by law.
8. The parties acknowledge that this Stipulation of Settlement is entered into for good and valuable consideration and that no costs or allowances shall be awarded to, by or against either party and that upon compliance with the terms of this Stipulation of Settlement and Order, the above-captioned proceeding shall be and the same is settled and discontinued.
9. The parties further agree that Petitioner has the right to reinstate and restore the instant proceeding if the Respondents do not comply with the terms of this Stipulation of Settlement and Order.

10. It is hereby stipulated and agreed that the Assessor of the Town of Penfield be directed and ordered to correct the assessment in accordance with the terms of this Stipulation.
11. The parties further agree that this Stipulation and Order:
- a. Shall not affect the assessments levied upon any other parcel or parcels of real property in the Town of Penfield; and
  - b. Is entered into to resolve the pending proceeding and in no event shall it be offered or admitted in any other proceeding by the parties or by any third parties as competent evidence of any fact; and
  - c. Shall be filed in the office of the Monroe County Clerk's Office.
12. This court shall retain jurisdiction over these proceedings for the purpose of enforcing the terms of this Stipulation of Settlement and Order.
13. Electronic signatures and electronically-transmitted images of original signatures shall be deemed original signatures for the purposes of expediting the filing of this Order.
14. This Stipulation and Order may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall be deemed a single binding document and the same may be filed and entered by the Clerk without further notice to any party or other person or entity.
15. The within Stipulation of Settlement and Order shall also be filed among the records of the Assessor of the Town of Penfield.

Dated: \_\_\_\_\_, 2025

**BARCLAY DAMON LLP**

By \_\_\_\_\_  
Debra C. Sullivan, Esq.  
James S. Grossman, Esq.  
*Attorneys for Petitioner*  
125 East Jefferson Street  
Syracuse, NY 13202

Dated: \_\_\_\_\_, 2025

**McCONVILLE CONSIDINE COOMAN  
& MORAN, PC**

By \_\_\_\_\_  
Peter J. Weishaar, Esq.  
*Attorneys for Respondents*  
300 Meridian Centre Blvd., Suite 110  
Rochester, NY 14618

Dated: \_\_\_\_\_, 2025

**FERRARA FIORENZA PC**

By \_\_\_\_\_  
Peter J. Craig, Esq.  
*Attorneys for Intervenor-Respondent*  
290 Linden Oaks, Suite 230  
Rochester, NY 14625

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Hon. James Vazzana  
Justice of the Supreme Court

**E N T E R:**

