



# TOWN OF PENFIELD

3100 Atlantic Avenue, Penfield, NY 14526-9798

## TOWN BOARD WORK SESSION AGENDA

Wednesday, August 19, 2026, 6:30 PM

Supervisor Kevin Berry, presiding

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- I. Call to Order
- II. Approval of Minutes – July 22, 2026 and July 29, 2026 Special Legislative
- III. Guests
- IV. Public Participation
- V. Action Items
  - a. Resolution 26T-145 Authorizing Supervisor to Enter into Contract with Christa Construction for Master Planning Services related to Penfield Forward Project
  - b. Resolution 26T-146 Authorizing Rocco Pines Pond Dedication
  - c. Sidewalk Waiver Request for Green Spark Solar (Northrup Road) - Valentine
  - d. RGE Easement Relocation Request for 1070 Penfield Road - Valentine
  - e. Fiscal Impact Analysis and Housing Market Study Draft Report Discussion - Ivers/Valentine
- VI. Informational Items
  - a. LaSalle's Landing Development District Revised Regulations - Ivers
- VII. Held Items -
- VIII. Old Business -
- IX. New Business -
- X. Next Work Session Meeting - August 26, 2026
- XI. Adjournment

*This meeting will be video recorded and broadcast LIVE via the town's website [www.penfieldny.gov](http://www.penfieldny.gov) 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. 26T-145 Date: August 19, 2026

BY: Councilperson Getz

COMMITTEE: Law and Finance

NAME: Authorizing Supervisor to Enter into Contract with Christa Construction for Master Planning Services related to Penfield Forward Project

WHEREAS the Town is considering the total cost and scope of the Penfield Forward Project; and

WHEREAS time is of the essence in order to be in a position to have a Spring 2027 bond vote with respect to the Penfield Forward Project; and

WHEREAS pursuant to the Town of Penfield Procurement Policy, contracts for professional services expected not to exceed \$50,000 in a given year do not require a formal RFP process; and

WHEREAS the Town has recently worked with Christa Construction in connection with the Clark House renovation project and was pleased with the services provided and the Town believes Christa Construction is well-equipped to provide the master planning services required for the Penfield Forward Project; and

WHEREAS the master planning services to be provided by Christa Construction are not expected to exceed \$50,000.

NOW THEREFORE BE IT RESOLVED, that the Town Supervisor be and is hereby authorized to execute an Amendment with Christa Construction for Master Planning Services related to the Penfield Forward Project, provided that such contract shall be subject to review and approval of the Attorney for the Town.

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

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

Vote:

Berry \_\_\_\_\_

Dean \_\_\_\_\_

Getz \_\_\_\_\_

Lang \_\_\_\_\_

Teglash \_\_\_\_\_

FILED  
PENFIELD, N.Y.  
2026 AUG 10 PM 2:35  
TOWN CLERK  
AMY M. STENLOF



64 Commercial Street, Suite 401  
Rochester, NY 14614  
(585) 924-3050  
(585) 924-4320 Fax  
www.christa.com

August 12, 2026

Supervisor Kevin Berry  
Town of Penfield  
3100 Atlantic Avenue  
Penfield, NY 14526

**Re: Penfield Forward: Tomorrow's Town Spaces  
Master Planning and Program Management Services**

Dear Supervisor Berry,

Thank you for allowing Christa Construction to prepare this proposal and scope of work for the Penfield Forward: Tomorrow's Town Spaces project. We are pleased to continue our commitment to the Town and its residents and to help move this important project forward in a positive way.

We are prepared to act immediately and move forward with cost comparisons, schedule outlines, master program planning and any other items needed by the Town. This is an important project for Penfield and its future, and we commend the Town for its vision and planning.

As discussed, we are presenting a Not to Exceed value of \$50,000 for Professional Services to assist the Town with this work. Services will be billed against based on the hourly rates provided and actual time incurred, with \$50,000 representing the maximum amount to be billed without further authorization.

Further enclosed you will find a breakdown of anticipated next step, hourly rates for key project personnel, and basic terms and conditions for the agreement.

Should you have any questions please feel free to contact me at any time. We appreciate the opportunity to continue our partnership with the Town and look forward to working together on this important project.

Sincerely,

Jason Kuberka

A handwritten signature in black ink, appearing to read "J. Kuberka", written over a horizontal line.

Senior Project Manager  
CHRISTA CONSTRUCTION



**Professional Management Services  
Penfield Forward: Tomorrow's Town Spaces**

**Town of Penfield – Penfield Forward: Tomorrow's Town Spaces  
3100 Atlantic Avenue, Penfield, NY 14526**

Christa Construction is happy to provide our proposal and scope of work for Professional Management and Master Planning Services for the Town of Penfield – Penfield Forward: Tomorrow's Town Spaces. This project encompasses the following across multiple project sites. Public Library Work, New Community Center, Town Court Renovations, and Town Hall Renovation and Additions.

## **Proposed Scope of Work**

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### **Master Plan Phasing**

- Prepare phasing and schedules to align project scopes with time frames for completion
- Develop a master schedule encompassing the entire project program
  - Pre-referendum
  - Referendum/Approval
  - Design
  - Bidding
  - Construction Phasing/Timelines
- Assist with selection of secondary consultants as needed to prepare schematic drawings for referendum votes

### **Cost Estimating / Budgets**

- Verify cost estimates, including soft costs for each project scope based on projected completion timeframes
- Provide backup based on historical project data and experience to substantiate data
- Work with Bond Counsel to ensure proper coordination and planning prior to referendum date

### **Referendum / Public Meetings**

- Assist with marketing materials and planning for pre-referendum meetings and public information sessions.
- Work with selected secondary consultants and stakeholders to prepare visual boards to present at workshops
- Assist with the review of financial information and cost impacts to taxpayers
- Work with other Town stakeholders as needed to advance the program and plan

## Consultant Selection

- Prepare RFP / RFQ documents for selection of consultants, if required for each scope of work on the project
- Attend interviews if required to ensure the correct project team is selected for each specific project scope

## Proposed Fee Schedule (Hourly Rates)

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### Hourly Billing Rates – Key Personnel

|                                 |                      |
|---------------------------------|----------------------|
| <i>Principal in Charge</i>      | <i>\$195.00 / hr</i> |
| <i>Senior Project Manager</i>   | <i>\$165.00 / hr</i> |
| <i>Project Manager</i>          | <i>\$138.00 / hr</i> |
| <i>Estimator</i>                | <i>\$110.00 / hr</i> |
| <i>Administrative Assistant</i> | <i>\$88.00 / hr</i>  |
| <i>Marketing Manager</i>        | <i>\$110.00 / hr</i> |

Rates to be billed based on hours expended. Summarized in monthly invoices.

*Estimated Reimbursable Allowance \$5,000.00*

## Christa Construction – Professional Services Terms and Conditions

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### Services

*Consultant shall provide the professional services described in one or more Statements of Work, proposals, or other written descriptions agreed upon by the parties (the "Services"). Consultant shall perform the Services in a professional and workmanlike manner consistent with industry standards.*

### Billing and Payments

*Consultant will submit invoices for Services performed. Client shall pay all invoices within thirty (30) days of the invoice date. Any undisputed amounts not paid when due may be subject to interest at the maximum rate permitted by law. Client shall notify Consultant promptly of any disputed invoice amounts.*

### Confidentiality

*Each party may receive confidential or proprietary information from the other party. Each party agrees to protect such information and not disclose it to any third party except as required to perform its obligations under this Agreement or as required by law.*

### Indemnification

*Each party shall indemnify, defend, and hold harmless the other party and its officers, directors, employees, and agents from and against third-party claims, damages, liabilities, losses, costs, and*

*expenses (including reasonable attorneys' fees) arising out of the indemnifying party's negligence, willful misconduct, or material breach of this Agreement.*

#### **Termination of Services**

*Either party may terminate this Agreement upon ten (10) days' written notice to the other party. Either party may terminate immediately for a material breach that is not cured within ten (10) days after written notice. Upon termination, Client shall pay Consultant for all Services performed through the termination date.*

#### **Dispute Resolution**

*Any dispute arising under or related to this Agreement shall first be submitted to good faith non-binding mediation before a mutually agreed mediator. The parties shall share the costs of mediation equally. Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of the Consultant.*

#### **Acceptance of Proposal**

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Please indicate below your acceptance of the above proposal with included terms and conditions. Christa Construction, upon acceptance will proceed with the specific scope of services outlined and commence immediately upon Client request.

\_\_\_\_\_  
Accepted by: Supervisor Kevin Berry (Client)

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Accepted by: Michael Seaman (Consultant)

\_\_\_\_\_  
Date:

PENFIELD TOWN BOARD RESOLUTION NO. 26T-146  
BY: Councilperson Lang

DATE: August 19, 2026  
COMMITTEE: Public Works

NAME: Accepting Dedication and Ownership of the Ponds at Rocco Pines

WHEREAS, Frank Affronti on behalf of 104 Contractors has made application to Town of Penfield for the final dedication of ponds and property located at 1179 Plank Road (Tax ID# 095.03-1-39.2), 1436 Jackson Road (Tax ID# 110.01-3.22) and 1440 Jackson Road (Tax ID# 110.01-3.12), in the Town of Penfield; and

WHEREAS, this dedication of property was always intended as part of the development and a special improvement district was created, therefore the residents of that neighborhood will pay for the future maintenance of the areas surrounding the ponds; and

WHEREAS, 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

WHEREAS, that the subject action is determined to be an Unlisted action pursuant to the State Environmental Quality Review Act (SEQRA). The Town Board has reviewed the Environmental Assessment Form (EAF) and determined that acceptance of the subject property will not create an adverse impact to the environment; and

NOW, THEREFORE, BE IT

RESOLVED, the Town Board acknowledges the SEQRA Negative Declaration and authorizes the Supervisor to sign Part 3 of the EAF to conclude SEQRA; and be it further

RESOLVED, that the Supervisor is hereby authorized to sign Deed transfer papers for the acceptance and transfer of a total of 22.45 Acres of property from Frank Affronti, to the town of Penfield, subject to all requirements as prescribed by the Town Attorney.

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

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

Vote:

|         |       |
|---------|-------|
| Berry   | _____ |
| Dean    | _____ |
| Getz    | _____ |
| Lang    | _____ |
| Teglash | _____ |

FILED  
PENFIELD, N.Y.  
2026 AUG 14 AM 11:22  
ATTY. GEN. STEPHEN  
TOWN CLERK