



TOWN OF PENFIELD

3100 Atlantic Avenue, Penfield, NY 14526-9798

TOWN BOARD LEGISLATIVE AGENDA

Wednesday, April 2, 2025 6:30 PM

Supervisor Leenhouts, 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 5, 2025
- VI. Petitions
- VII. Resolutions by Function

Law and Finance

25T-088 Authorization for Supervisor to Sign a License and Hold Harmless Agreement to Allow a Fence within a Storm Sewer Easement at 15 Montgomery Glen Drive

25T-089 Authorization for Supervisor to Sign Penfield Little League Agreement

25T-090 SEQRA Review and Determination Associated with Local Law to Amend Penfield Town Code Chapter 90 (Animals)

25T-091 Adopt Local Law to Amend Chapter 90 (Animals) of the Penfield Town Code

25T-092 Authorization to Auction Surplus Cable TV and Audio Video Equipment

Public Works

Public Safety

Community Services

25T-093 Authorization for Supervisor to Sign Recreation Contracts

25T-094 Renewing Contract for Printing Program Brochures

- VIII. Old Business
- IX. New Business
- X. Executive Session
- XI. Next Meeting: May 7, 2025
- XII. 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.

PENFIELD TOWN BOARD RESOLUTION NO. __25T-088

DATE: 04/02/2025

BY: Councilperson Lee

COMMITTEE: Law and Finance

NAME: Authorization for Supervisor to Sign a License and Hold Harmless Agreement to Allow a Fence

Within a Storm Sewer Easement at 15 Montgomery Glen Drive – SBL#094.01-5-37

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 Collin Owczarzak and Danielle Henry, owners of property of 15 Montgomery Glen Drive, to permit a portion of a fence to encroach into the storm sewer easement to the Town of Penfield located at 15 Montgomery Glen 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-089 DATE 4/2/2025

BY CANDACE LEE LAW & FINANCE COMMITTEE

NAME AUTHORIZATION FOR SUPERVISOR TO SIGN AGREEMENT WITH PENFIELD
LITTLE LEAGUE

WHEREAS, the Town of Penfield desires to provide opportunities for residents to participate in youth baseball/softball and

WHEREAS, Penfield Little League, Inc. conducts a youth baseball/softball program at Penfield Veterans Memorial Park, and

WHEREAS, the Town of Penfield desires to have an updated agreement for use of the park, and

NOW, THEREFORE, BE IT RESOLVED, THAT the Town Supervisor be authorized to sign a contract agreement with Penfield Little League, Inc. Copy of said contract agreement will remain on file in the office of the Penfield Town Clerk.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 25T - 090

DATE: April 2, 2025

BY: Councilperson Lee

Committee: Law and Finance

NAME State Environmental Quality Review Act (SEQRA) Review and Determination Associated with the Local Law to Amend Penfield Town Code Chapter 90 (Animals)

WHEREAS, the Town of Penfield Town Board is considering an amendment to the Code of the Town of Penfield (“Penfield Town Code”) to revise existing regulations contained in Chapter 90 (Animals); and

WHEREAS, the Penfield Town Board was best suited to act as “lead agency” within the meaning of the State Environmental Quality Review Act (SEQRA) and has designated itself as “lead agency” pursuant to SEQRA; and

WHEREAS, the action was classified as an unlisted action pursuant to the SEQRA; and

WHEREAS, the Town Board has considered the action, reviewed all parts of the Environmental Assessment Form, thoroughly analyzed any relevant areas of environmental concern associated with this action and determined that no significant adverse environmental impacts will result from the foregoing action of adopting the foregoing local law.

NOW, THEREFORE, BE IT RESOLVED, the Town Board makes a negative declaration for the purposes of SEQRA and authorizes the Supervisor to sign Part 3 of the EAF, thus concluding its environmental review.

Moved: _____

Seconded: _____

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

BY: Councilperson Lee

Law & Finance Committee

NAME Adopt a Local Law to Amend Chapter 90 (Animals) of the Penfield Town Code

WHEREAS, the Town Board of the Town of Penfield wishes to amend the Code of the Town of Penfield (“Penfield Town Code”) to modify regulations contained in Chapter 90 (Animals); and

WHEREAS, the proposed draft local law, which is contained in Schedule A and attached hereto, includes revisions intended to clarify regulations pertaining to dogs and enhance enforcement; and

WHEREAS, the action was classified as unlisted action pursuant to the State Environmental Quality Review Act (SEQRA) and Penfield Town Board designated itself as “lead agency”; and

WHEREAS, the Town conducted a public hearing on the matter on February 5, 2025; and

WHEREAS, the Town Board completed the environmental review and adopted a negative declaration, which concluded SEQRA.

NOW, THEREFORE, BE IT

RESOLVED, AND HEREBY ENACTED BY THE TOWN BOARD OF THE TOWN OF PENFIELD AS FOLLOWS:

Local Law No. 3 of 2025, set forth in attached Schedule A; and

BE IT FURTHER RESOLVED, after its adoption by the Town Board of the Town of Penfield, this local law shall take effect immediately upon its filing with the Office of the Secretary of State of the State of New York.

Moved: _____

Seconded: _____

Vote: Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 25T-092____ DATE: April 2, 2025

BY: Councilperson Lee

COMMITTEE: Law and Finance

NAME: Authorization to Auction Surplus Cable TV and Audio Video Equipment

WHEREAS, the Cable Television Coordinator has identified the attached list of equipment as surplus and available for public auction; and

WHEREAS, the Town Supervisor and the Cable Television Coordinator be granted the authority to amend the attached list prior to final designation as surplus equipment;

NOW, THEREFORE, BE IT RESOLVED, that the following list of equipment be declared surplus and that the Cable Television Coordinator be and hereby is authorized to enter into agreement with Roy Teitsworth, Inc, 6502 Barber Hill Road, Geneseo, New York 14454, to auction said equipment upon final approval of Town Attorney;

BE IT FURTHER RESOLVED, that the proceeds resulting from the auction and the sale of this equipment be credited to the appropriate fund and any surplus equipment be disposed through electronic recycling in accordance with New York State and Federal Laws.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

- Trendnet 8-Port Rack Mount KVM Switch - S/N UN16328032043
- Sony HXR-NX5U - S/N 118579
- Sony HXR-NX5U - S/N 114769
- Sony HXR-NX5U - S/N 114770
- Sony Battery Power Supply AC-VL1 - S/N 11073004374
- Sony Battery Power Supply AC-VL1 - S/N 10083000108
- Sony Camera Microphones for HXR-NX5U (3)
- Manfrotto 523PRO Lanc (2)
- Super Uni-Directional Electret Condenser Microphone Realistic
- Extron 12 Volt Power Supplies (4)
- Extron DVI DA Series Distribution Amp DVI IN & Out
 - S/N A0PFKF4E25408WO2038091177
- Extron DVI DA Series Distribution Amp DVI IN & Out
 - S/N A0PFKHYE25408WO203809231
- Extron DVI to LAN RX and TX (2)
- Id A-SWR Wireless Receiver Adaptor (2)
- Sabre S50 4A1246P06631 Frame Sigma
- Telex Model Te10 Microphone
- Fresnelite Standing Lighting (Aug 1989) 1KW 6" Fresnelite
- Sigma Sabre Frame with Front Cover Fans S/N 1902A130345
 - Power Supply S/N 5043A130328
- Petrol Camera Bag Three Pockets
- Trango Systems INc Microwave RX and TX System VTR5900 (2)
- Panasonic HX-WA03 S/N SD3LA672102
- Sennheiser Bodypack Transmitter EW100 (3) and Receiver EW100 (3) and and EW300 G3 (2)
- With lav mic, mini cable and mini to XLR
- Teleprompter Sharp Monitor S/N 410423881
 - With Glass, Power and Miscellaneous parts and comes with case
- Panasonic VW-PKSS2 Hand straps (4)
- Yamaha Mixer Model MV 802 S/N NN01387
- Audio-Technica ATW-T1802 UHF Transmitter (2)
- Audio-Technica ATW-T1801 UHF LAV Transmitter (2)
- Audio-Technica ATW-R1820 UHF Receiver (2)
- Audio-Technica ATW-R100
- Roland M-200I Z1D1223
- Panasonic Remote Camera Controller AW-RP50N - S/N JBTBA0057
- Panasonic Multi-format LIVE Switcher AV-HS450C1-N S/N J2TEA0001
 - Mainframe AV-HS450OU1N S/N J2TEA0001
- NSI NCM 708 Memory Light Controller S/N 092008
- Shure IFB wireless system

PENFIELD TOWN BOARD RESOLUTION NO. 25T-093 DATE 4/2/2025

BY LINDA TEGLASH COMMUNITY SERVICES COMMITTEE

NAME AUTHORIZATION FOR SUPERVISOR TO SIGN RECREATION CONTRACTS

BE IT RESOLVED, that the Town Board authorizes the Town Supervisor to sign the following recreation contracts:

Young Explosives Corporation, PO Box 18653, Rochester, NY 14618, to provide fireworks display for the Independence Day Event at Harris Whalen Park on Saturday, June 28, 2025 for a fee of \$20,000. Rain date for event scheduled for Sunday, June 29, 2025. Voucher to be submitted on 6/11/25.

Northeastern Productions Systems, Inc, PO Box 23199, Rochester, NY 14692, to provide stage, sound, lighting, engineering, and crowd control barriers for the Independence Day Event at Harris Whalen Park on Saturday, June 28, 2025 for a fee of \$8,200. Rain date for event scheduled for Sunday, June 29, 2025. Voucher to be submitted on 6/11/25.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 25T-094 DATE 4/2/2025

BY LINDA TEGLASH COMMUNITY SERVICES COMMITTEE

NAME RENEWING CONTRACT FOR PRINTING PROGRAM BROCHURES

WHEREAS, a contract to print the Program Brochures was awarded to Penny Lane Printing on April 10 2024, Resolution #24T-093.

WHEREAS, in the bid specifications it was noted that if pricing and contract terms did not change, we would be able to renew the contract and continue using Penny Lane Printing as our vendor, without going out for a re-bid.

NOW, THEREFORE BE IT RESOLVED, that the Town of Penfield would like to continue the contract with Penny Lane Printing in 2025.

BE IT FURTHER RESOLVED, that the original bid specifications and the bid documents submitted be the formal contract which has been reviewed and approved by the Town Attorney.

Original Bid Information and Net Delivered Price (per issue) as follows:

Bid #2 – Recreation Brochure Printing Includes:

1. Cover (eight pages) to be on 50# white opaque offset
2. Four PMS colors on cover, front and back
3. Color proof required for covers
4. Remaining pages on 40# 80 brite newsprint
5. Black text plus one color for remaining pages
6. Submission: Copy provided and some artwork provided.
7. Design & Layout: Up to four proofs prior to final approval.

Net delivered price per 48 page issue (19,250 pieces)

Alternative #1: Cost for additional 500 pieces (48 page issue)

Alternative #2: Cost per 56 page issue (19,250 pieces)

Alternative #3: Cost for additional 500 pieces (56 page issue)

<u>Bid #2</u>	<u>Alternative #1</u>	<u>Alternative #2</u>	<u>Alternative #3</u>
\$10,286.57	\$10,538.82	\$11,537.75	\$11,821.69

Schedule A				
Recreation			2024-2025	
Brochure Bids				
Penny Lane Printing		Alt. 1 additional	Alt 2 - 52 page issue	Alt 3 additional
Bid #2	\$10,286.57	\$10,538.82	\$11,537.75	\$11,821.69

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

AGREEMENT FOR USE OF FIELDS

THIS AGREEMENT, entered into the Thirtieth day of March 2025, by and between the TOWN OF PENFIELD, 3100 Atlantic Avenue, Penfield, New York, hereinafter referred to as the “TOWN” and the PENFIELD LITTLE LEAGUE, INC., hereinafter referred to as the “LITTLE LEAGUE”:

WHEREAS, the Town and the Penfield Little League Inc. desire to promote the positive development, emotional and physical enrichment of the youth of the Penfield community by supporting and providing quality facilities for baseball and softball within the Town of Penfield;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows

1. The Town hereby permits the use of baseball and softball fields at the Veterans Memorial Park by the Little League during the Little League season, occurring during the term of this agreement, all in accordance with yearly time schedules to be supplied and agreed to by both parties for such seasons. It is understood that such use by the Little League will be subject to sharing the use of the fields as determined by the Town. The Recreation Department will work with the Penfield Little League Town Liaison each year to develop and coordinate schedules for use of Town fields. The Town reserves the right to use the fields or permit their use by others, with the understanding that the fields shall be promptly repaired by the Town if such use results in damage interfering with use by the Little League.

2. The term of this agreement shall be five years commencing March 30, 2025 and terminating March 29, 2030, unless earlier terminated as hereinafter provided. Notwithstanding the foregoing, this agreement may be earlier terminated at the option of either party on the last day of the month, following the month in which written notice of

termination is given by one party to the other. If Penfield Little League improves or constructs a new concession stand, this agreement may be reviewed and modified if necessary.

3. During the term of this agreement, Little League shall be responsible for Capital Improvements, maintenance and upkeep of the complex. The Little League shall be responsible for maintenance and upkeep of the concession stands and payment for gas, electric and water service as billed by the Town. The Little League provides basic repairs and upkeep of fencing, backstops and dugouts on the specific fields assigned for their use. The Little League will clean restrooms located at the concession stand on a regular basis during usage of the complex. Fertilizing and weed control of baseball and softball fields will be the responsibility of Little League with approval of treatment and application schedule from the Town of Penfield. Major repairs or replacement of fences, dugouts and backstops will be capital improvement items. The Little League will provide for trash removal from all fields and the concession stand operation, reimburse the Town for making stripes on their assigned baseball fields, and will assist with general pick-up of the area as well.

4. During the term of this agreement, the Town shall be responsible for mowing the grass on all fields as needed, and dragging the fields as needed. The Town will utilize the Penfield Little League groomer to drag fields daily. The Town will be permitted to use the groomer during the week on Harris Whalen skinned softball fields. The Town will continue with maintaining the parking lots and driveway, assist with cleaning of the restrooms, maintaining the bleachers and playground equipment, and assisting the Little League in making the fields ready for play at the beginning of their season. Where possible The Town of Penfield will continue to assist Little League with

projects that are funded by Little League (ex: assembly of bleachers, field maintenance).

Any large scale projects that require Town assistance will be required to be scheduled for completion between August and October.

5. The Little League agrees to submit a list of proposed Capital Improvement

Projects to the Town at the annual meeting each year which will address safety issues, short and long term needs, priorities and necessary resources to be provided by the Town and/or Little League. These projects are subject to review and approval by the Town Supervisor, Director of Recreation and Director of Public Works, and must be within the funding level as approved by the Town Board and Penfield Little League Board.

6. The Little League agrees to meet with Town representatives on an annual basis and apply for a Town Park Permit each season for the use of the assigned baseball fields and agrees to protect, indemnify and hold the Town harmless from any and all claims for damages of any nature whatsoever for injury arising from or in any way arising from or related to the use of the Town's buildings, grounds, vehicles or other facilities by the public, the Little League or any of the Little League's guests, agents, employees or invitees. The Little League agrees to provide documentation that the volunteers associated with Little League have been properly screened and background checks performed. The Little League agrees it will carry at all times liability insurance naming the Town as an additional insured, and applying to all uses by the Little League under this agreement in minimum amounts of \$2,000,000 for each occurrence of bodily injury and property damage, which insurance will be in a form approved by the Town. The Little League shall file an insurance certificate with the Town each year.

7. Prior to the commencement of each season of play, Little League agrees to provide to the Town, an intended schedule of game use, specifying dates, days, times, and field assignments. The Little League should have a season schedule that is viewable online by Town staff, (ex: Google calendar). Play-off and any extended-season schedules (including tournaments) to also be provided to the Town for review and approval prior to the commencement of such play.

8. Little League agrees to abide by all regulations set forth in the Town of Penfield Parks and Properties Ordinance. Little League will provide written reports of all incidents and accidents to the Town Recreation Director within 24 hours after the incident or accident. Reports should be delivered to Penfield Community Center, recreation office or emailed to Town Recreation Director. Prior to the commencement of the season, Little League shall submit to the Town their written guidelines and procedures for accepting and enforcing appropriate codes of conduct (as set forth by the National Alliance for Youth Sports or equivalent) related to conduct exhibited by any participant, guest, agent, employee, or invitee of the organization while on Town properties, as well as procedure for subsequent follow-up.

9. The Little League will be responsible for the utility expenses. The Town and community use of the field lighting system will be scheduled during and after the baseball season. Fees for using the field lighting system will be collected by the Recreation Department and the Little League agrees to assist in the reasonable use and scheduling of the field lighting system with the Town.

10. The Director of Recreation and Little League will establish grooming and lighting fees for outside organizations which will be approved by the Town Board prior to the

commencement of each season. These fees will be reviewed annually and modified as needed based on material and labor costs. All Fees for outside organizations will be collected by the Penfield Little League and any fees collected will be used as reimbursement to PLL. Little League will provide all grooming services to outside organizations with the exception of Penfield High School, unless requested by PCSD.

cc: J. Leenhouts

A. Urckfitz
T. Masterton
J. Kreckman
B. Mohr
D. Wright

_____ Date: _____

Town of Penfield Supervisor

_____ Date: _____

Penfield Little League, Inc.

Revised 3/18/25

Schedule A

**Town of Penfield
Local Law No. 3 of 2025**

**A LOCAL LAW
TO AMEND PENFIELD TOWN CODE CHAPTER 90
(DOG LICENSING AND ANIMAL CONTROL LAW)**

Be it enacted by the Town Board of the Town of Penfield as follows:

Section 1. Purpose – Update Provisions. The Town of Penfield adopted the current Chapter 90 of the Penfield Town Code in 2010. Since that time, there have been some challenges in enforcing the provisions warranting amendments to certain provisions of Chapter 90.

Section 2. Amendments. The following revisions, additions and deletions to the following Sections of Chapter 90 of the Penfield Town Code are hereby made. New text is underlined and deleted text is marked with a strike-through:

§ 90-9 Prohibited activities by dogs.

It shall be unlawful for any person who owns, has the care, custody or control of any dog(s) in the Town to permit or allow such dog(s) to:

- A. Be at large or unleashed in said Town, except as permitted by this chapter. (Hunting is limited to certain parts of the Town.) Further in this regard:
 - (1) All dogs in the Town of Penfield are hereby required to be equipped with a collar or harness to which is attached a leash or retractable lead of not more than 15 feet in length; both collar, harness, leash and lead must be of sufficient strength to restrain the dog(s) when off the owner's premises and must be held by a person having the ability to control and restrain the dog(s).
 - (2) Dogs may be unleashed on their owner's premises or when on the private premises of another with the knowledge, consent and approval of such person or when hunting in the company of and under control of a hunter or hunters upon the property of another with knowledge, consent and approval of the property owner. Dogs used in law enforcement, rescue or tracking, when working or training, may be unleashed.
- B. Any dog (s) outside the physical residence allowed to engage in habitual and loud howling, barking, crying or whining or conduct so as to unreasonably and habitually disturb the comfort of any person other than the owner of such dog. A dog that is

barking for a sustained period of time without breaks in barking for a duration of fifteen (15) minutes or longer is considered to be a violation of this subsection.

- C. Uproot, dig, deface or otherwise damage any vegetables, lawns, flowers, garden beds, or other property without the consent or approval of the owner of such property.
- D. Chase, jump upon or otherwise harass any person in such manner as to reasonably cause intimidation or fear or to put such person in reasonable apprehension of bodily harm.
- E. Habitually chase, run alongside of or bark at motor vehicles, moving vehicles, motorcycles or bicycles while on a public street, highway or place, or upon private property without the consent or approval of the owner of such property.
- F. Create a nuisance by defecating, urinating or digging on public property or on private property without the consent or approval of the owner of such property. The dog owner or harbinger shall clean up any waste deposited by the dog.
- G. If a female dog, when in heat, be off the owner's premises.
- H. Enter public buildings (i.e., Town-owned property), ~~or restaurants, stores or cemeteries,~~ except for guide service dogs unless authorized by the Animal/Dog Control Officer or Supervisor.
- I. Except for service dogs, any dog not permitted on private property by the owner.

~~§ 90-11 Effective date.~~

~~This chapter shall take effect January 1, 2011, after filing with the Secretary of State in Albany.~~

§ 90-11 Irresponsible Dog Ownership.

- A. Any person who has been convicted of any violation of this chapter on three (3) occasions in a twelve-month period shall be designated an "irresponsible dog owner." If a person is convicted of a third violation of this chapter in a twelve-month period, the Court may order: (1) that all dogs owned and/or harbored by such individual be surrendered to the Animal/Dog Control Officer for appropriate disposition in accordance with applicable State law(s) and Town regulation(s); (2) that no dogs shall be permitted in the residence where the irresponsible dog owner lives for a period of up to 36 months; and/or (3) that no dog licenses shall be issued to anyone at the irresponsible dog owner's residence for a period of up to 36 months.

B. No person designated as an irresponsible dog owner shall sell or otherwise transfer ownership of any animal to another person residing at the same address.

Section 3. Severability. The invalidity of any word, section, clause, paragraph, sentence, part, or provision of this Local Law shall not affect the validity of any other part of this Local Law, which can be given effect without such part or parts.

Section 4. Effective Date. This local law shall take effect immediately upon filing in the office of the Secretary of State of New York as provided by law.