# VILLAGE OF PITTSFORD

*SETTLED 1789 • INCORPORATED 1827*

## Village of Pittsford Board of Trustees Regular Meeting May 28, 2024, 5:00 PM

## *Tentative Agenda*

## Board Member - Conflict of Interest Disclosure & Open Meeting Compliance Certification

**Pledge of Allegiance**

**Public Comment**

**Department Reports**

- Treasurer's / Village Clerk Report

**Meeting Items**

1. HPB & PZBA Board Appointments
2. SEQR Designation – Canal Ways Grant, Schoen Place
3. Zoning Update - Monroe Avenue Gateway
4. Discussion and Examination of R5 Zoning
5. American Legion Lease
6. Special Permit: 39 South Main Street

**Member Items**

**Minutes**

*The next Scheduled Special Meeting is June 11, 2024, and is Subject to Change Without Notice**

**Phone: (585)586-4332 • Fax: (585)586-4597 • E-mail: villageofpittsford@villageofpittsford.com**
**www.villageofpittsford.com • 21 North Main Street • Pittsford, New York 14534**

Village Board Meeting

Department Report

Treasurers / Village Clerk Report

- Bill Pay
- HSA Funding

# Village Board Meeting

## Meeting Items
## Agenda Item 1

- HPB & PZBA Board Appointments

SEQRA Designation required: Yes or No

| Historic Preservation Board | |
|---|---|
| **Motion by**<br>**Seconded by to:** | Appoint Daniel Olson as Chair of the Historic Preservation Board for a one-year term ending in 2025, effective at the subsequent June regular meeting. |
| **Motion by**<br>**Seconded by to:** | Appoint Maria Murillo as a Historic Preservation Board member for a three-year term ending in 2027, effective at the subsequent June regular meeting. |
| **Motion by**<br>**Seconded by to:** | Appoint Wade Eaton as Historic Preservation Board member for a three-year term ending in 2027, effective at the subsequent June regular meeting. |
| **Motion by**<br>**Seconded by to:** | Appoint Christina Lanahan as a Historic Preservation Board alternate for a five-year term ending in 2029, effective at the subsequent June regular meeting. |

| Planning Board and Zoning Board of Appeals | |
|---|---|
| **Motion by**<br>**Seconded by to:** | Appoint Susan Lhota as Chair to the Planning Board and Zoning Board of Appeals for a one-year term ending in 2025, effective at the subsequent June regular meeting. |
| **Motion by**<br>**Seconded by to:** | Appoint Jared Cook as a Planning Board and Zoning Board of Appeals member for a five-year term ending in 2029, effective at the subsequent June regular meeting. |

K. Wade Eaton, Esq.
27 Locust Street
Pittsford, New York

May 22, 2024

Mayor Alysa Plummer
21 North Main Street
Pittsford, New York 14534

Dear Mayor Plummer,

I write to express my sincere interest in devoting a portion of my retirement to working with the Village of Pittsford in any way that I can be helpful. That could be participating on a Village committee or in any other way. I hope that my training and experience in the practice of law will be useful. Please let me know if there is a way for me to get involved. For your information, I have enclosed my CV.

Sincerely,

*Wade Eaton*

## Kenneth Wade Eaton, Esq.

## Background

Born on August 29, 1945, in Penn Yan, New York, United States.

Resides at 27 Locust Street, Pittsford, New York 14534

wade.eaton@gmail.com, (585) 455-0426

## Education

Yale University (Bachelor of Arts, 1967). Cornell University (Juris Doctor, 1972).

## Career

Admitted to the bar, 1972, New York 1973, United States. District Court, Western District of New York 1975, United States Court of Appeals, Second Circuit. 1976, United States. District Court, Northern District of New York and United States. Supreme Court.

Instructor, Cornell Law School, 1978.

Staff attorney with Greater Upstate Law Project, a federally funded legal services organization, 1972-1982

Assistant Attorney General, New York State, 1982-1995.

Partner at Chamberlain, D'Amanda, Oppenheimer & Greenfield, civil litigation, 1995-2015.

Martindale-Hubbell Rated for Highest Level of Professional Excellence 2023

Retired 2015 to present.

## Membership

Monroe County, New York State, and American Bar Associations.

New York State Trial Lawyers Association. Association of Trial Lawyers of America.

Military: Lieutenant, USNR, 1968-1971; USS Coral Sea, Viet Nam Service

# Maria Adelaida Murillo

**38 Boughton Avenue • Pittsford, New York 14534 •** [redacted]

**Summary**

Dedicated architectural professional with a strong commitment to K-12 education, specializing in historic preservation and community engagement. Proven track record in education leadership, curriculum development, and technology integration. Skilled in managing complex projects and fostering collaborative teamwork. Seeking to contribute architectural expertise to the Village of Pittsford Architectural and Preservation Review Board.

## EDUCATION

- Accredited Learning Environment Planner (ALEP) (2021) | Association for Learning Environments and the University of San Diego, California
- Master of Arts in Liberal Studies (2003) | State University of New York at Brockport, Brockport, NY
- Education Administration Certification (2010) | State University of New York at Brockport, Brockport, NY
- Technology Education Permanent Certification (36 credits) (1998) | State University of New York at Oswego, Oswego, NY
- Bachelor of Science in Architecture - Architect (five-year degree) (1990) | Pontificia Bolivariana University, Medellín, Colombia

## EXPERIENCE

### Architectural Expertise

- **15+ Years in Historic Preservation:** Contributed as a member of the Village of Pittsford Architectural and Preservation Review Board, including the duties of chairperson (2007-2019), instrumental in maintaining historic character while facilitating responsible development.
- **Architectural Design & Construction Management**: Demonstrated expertise in designing and managing construction projects in Colombia, grounded in architectural principles and construction practices.
- **Architectural Drafting & Visualization:** Proficient in CAD software, creating plans and renderings guiding interior remodeling ideation.

### Director, Brighton Professional Learning (2010 - Present)

Brighton Central School District, Brighton, New York

- Led new teacher onboarding (Induction Program), facilitating a smooth transition to the educational environment.
- Provided extensive training for mentors in culturally responsive mentoring practices, emphasizing cognitive coaching practices and actionable feedback.
- Spearheaded the design and implementation of the learning spaces project a district-wide professional learning program focused on the design of learner centered environments.
- Designed and facilitated regional and District wide professional development opportunities tailored to individualized teacher goals and district and regional initiatives.
- Managed grant applications and budgets for professional development offerings.
- Collaborated with regional networks to diversify professional learning content.

**Technology Education Teacher (1999 - 2010)**

Brighton Central School District, Brighton, New York

- Developed and delivered engaging, technology-integrated courses such as Introduction to Technology and Architectural Design & Drafting.
- Innovatively utilized Moodle for blended learning, fostering student self-reflection through online forums.
- Collaborated with peers to integrate technology across the curriculum.
- Maintained a classroom website for improved parent and student communication.

**Adjunct Professor (Various institutions and universities 1989 - 2010)**

Universidad Pontificia Bolivariana, Universidad Jorge Tadeo Lozano, Universidad Javeriana

- Taught architecture and art history courses in Colombia, South America
- Led curriculum revisions and created innovative learning materials.
- Collaborated with interdisciplinary faculty to provide immersive learning experiences.

**Additional Skills**

- Bilingual (Spanish/English)
- Proficient in educational technology tools (Moodle, Smart Boards)
- Grant writing and project management

**Relevant Coursework and Training**

- Extensive professional development in curriculum design, technology integration, culturally responsive environments and differentiated instruction.
- Attendance at architectural conferences and preservation training focusing on strategies for maintaining historic character.
- The design of learner centered environments.

# Village Board Meeting

## Meeting Items
## Agenda Item 2

## SEQR Designation – Canal Ways Grant, Schoen Place

SEQRA Designation required: Yes or No

# *Short Environmental Assessment Form*
## *Part 1 - Project Information*

**Instructions for Completing**

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

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

**Part 1 – Project and Sponsor Information**

Name of Action or Project:
Canalways Grant Schoen Place

Project Location (describe, and attach a location map):
Village of Pittsford

Brief Description of Proposed Action:
Remediation and Improvements to the Canal Trail in the New York State Canal Corporation Canal Permit # C42539.

| Name of Applicant or Sponsor: | Telephone: (585) 586-4332 |
|---|---|
| Village of Pittsford | E-Mail: |

Address:
21 N. Main Street

| City/PO: | State: | Zip Code: |
|---|---|---|
| Pittsford | New York | 14534 |

| | NO | YES |
|---|---|---|
| 1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2. | ☐ | ☑ |
| 2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: | ☑ | ☐ |

3. a. Total acreage of the site of the proposed action? 1.1 sq. miles acres
   b. Total acreage to be physically disturbed? 0 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.1 sq. miles acres

4. Check all land uses that occur on, are adjoining or near the proposed action:
   ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☑ Other(Specify): The entire Village of Pittsford
   ☐ Parkland

| | NO | YES | N/A |
|---|---|---|---|
| 5. Is the proposed action, | | | |
| a. A permitted use under the zoning regulations? | ☐ | ☐ | ☑ |
| b. Consistent with the adopted comprehensive plan? | ☐ | ☐ | ☐ |

| | NO | YES |
|---|---|---|
| 6. Is the proposed action consistent with the predominant character of the existing built or natural landscape? | ☐ | ☑ |

| | NO | YES |
|---|---|---|
| 7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? | | |
| If Yes, identify: _____ | ☑ | ☐ |

| | NO | YES |
|---|---|---|
| 8. a. Will the proposed action result in a substantial increase in traffic above present levels? | ☑ | ☐ |
| b. Are public transportation services available at or near the site of the proposed action? | ☐ | ☑ |
| c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action? | ☐ | ☑ |

| | NO | YES |
|---|---|---|
| 9. Does the proposed action meet or exceed the state energy code requirements? | | |
| If the proposed action will exceed requirements, describe design features and technologies: N/A | ☐ | ☐ |

| | NO | YES |
|---|---|---|
| 10. Will the proposed action connect to an existing public/private water supply? | | |
| If No, describe method for providing potable water: N/A | ☐ | ☐ |

| | NO | YES |
|---|---|---|
| 11. Will the proposed action connect to existing wastewater utilities? | | |
| If No, describe method for providing wastewater treatment: N/A | ☐ | ☐ |

| | NO | YES |
|---|---|---|
| 12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? | ☐ | ☑ |
| b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? | ☑ | ☐ |

| | NO | YES |
|---|---|---|
| 13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? | ☐ | ☑ |
| b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? | ☑ | ☐ |
| If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ | | |

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☑ Shoreline ☑ Forest ☑ Agricultural/grasslands ☐ Early mid-successional

☑ Wetland ☑ Urban ☐ Suburban

| | NO | YES |
|---|---|---|
| 15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? | ☑ | ☐ |
| 16. Is the project site located in the 100-year flood plan? | ☑ | ☐ |
| 17. Will the proposed action create storm water discharge, either from point or non-point sources? | ☑ | ☐ |
| If Yes, | | |
| a. Will storm water discharges flow to adjacent properties? | ☑ | ☐ |
| b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? | ☐ | ☐ |
| If Yes, briefly describe: N/A | | |
| 18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? | ☑ | ☐ |
| If Yes, explain the purpose and size of the impoundment: | | |
| 19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? | ☑ | ☐ |
| If Yes, describe: | | |
| 20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? | ☐ | ☑ |
| If Yes, describe: | | |

**I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE**

Applicant/sponsor/name: Village of Pittsford Date: _____

Signature: _____ Title: Mayor

**PRINT FORM**

Agency Use Only [If applicable]

Project:

Date:

# *Short Environmental Assessment Form*
# *Part 2 - Impact Assessment*

**Part 2 is to be completed by the Lead Agency.**
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

| | No, or small impact may occur | Moderate to large impact may occur |
|---|---|---|
| 1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations? | ☑ | ☐ |
| 2. Will the proposed action result in a change in the use or intensity of use of land? | ☑ | ☐ |
| 3. Will the proposed action impair the character or quality of the existing community? | ☑ | ☐ |
| 4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)? | ☑ | ☐ |
| 5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway? | ☑ | ☐ |
| 6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities? | ☑ | ☐ |
| 7. Will the proposed action impact existing:<br>a. public / private water supplies? | ☑ | ☐ |
| b. public / private wastewater treatment utilities? | ☑ | ☐ |
| 8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources? | ☑ | ☐ |
| 9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)? | ☑ | ☐ |
| 10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems? | ☑ | ☐ |
| 11. Will the proposed action create a hazard to environmental resources or human health? | ☑ | ☐ |

PRINT FORM

Agency Use Only [If applicable]

Project:

Date:

# *Short Environmental Assessment Form*
# *Part 3 Determination of Significance*

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

| | |
|---|---|
| Village of Pittsford | |
| Name of Lead Agency | Date |
| Alysa S. Plummer | Mayor |
| Print or Type Name of Responsible Officer in Lead Agency | Title of Responsible Officer |
| Signature of Responsible Officer in Lead Agency | Signature of Preparer (if different from Responsible Officer) |

PRINT FORM

# Village Board Meeting

## Meeting Items
## Agenda Item 3

- Zoning Update - Monroe Avenue Gateway

SEQRA Designation required: Yes or No

# Village Board Meeting

## Meeting Items
## Agenda Item 4

- Discussion and Examination of R5 Zoning

SEQRA Designation required: Yes or No

# Village Board Meeting

## Meeting Items
## Agenda Item 5

- American Legion Lease

SEQRA Designation required: Yes or No

# L E A S E

THIS INDENTURE OF LEASE (hereinafter called "Lease") is made on or as of the 2nd day of March, 1987, by and between the VILLAGE OF PITTSFORD, New York (hereinafter called "Village"), a municipal corporation organized and existing under the laws of the State of New York, having its principal office at 21 Main Street North in the Village of Pittsford, County of Monroe, and State of New York 14534, and THE RAYSON-MILLER POST #899, AMERICAN LEGION, and its auxilary, not-for-profit organizations chartered by the National American Legion and serving war veterans and their dependents in the Pittsford, New York area (hereinafter called "Tenant").

W I T N E S S E T H :

1. Premises

That in consideration of the covenants, agreements, and stipulations herein contained on the part of said Tenant to be paid, kept and faithfully performed by said Tenant, the Village does hereby lease, demise and let unto said Tenant, a certain portion of the premises known as the Village Hall (as shown on Exhibit "A" attached hereto), located at 21 Main Street North, in the Village of Pittsford, County of Monroe, State of New York.

2. Term

Tenant agrees to accept the premises in an "as is" condition. Said Tenant to have and to hold said premises hereby

leased for a term of one (1) year commencing March 1, 1987. Said lease term shall end one (1) lease year after such commencement of term. A lease year is defined to be the period of twelve (12) consecutive calendar months, beginning with the first (1st) day of the first (1st) full month after the Lease commences and ending on the last day of the twelfth (12th) month thereafter. At the end of the term or if lease is sooner terminated, Tenant agrees to surrender the premises broom clean and in the same condition as when just occupied, reasonable and wear and tear excepted.

3. Rate

Tenant covenants to pay to the Village as rent for said premises during the lease term an annual rental in the sum of One Dollar ($1.00) on the first (1st) day of each and every lease year, without demand and without offset. Tenant shall pay to the Village One Hundred Dollars ($100.00) per year toward the expense of utilities. Said sum shall be paid at the commencement of this Lease and annually thereafter if extended. This payment is non-refundable.

4. Maintenance

The Village shall be responsible for major maintenance and repairs to the plumbing, electrical and heating systems in the leased premises. The Tenant shall be responsible for routine cleaning in the demised basement premises. Routine repairs shall be at the expense of the Tenant to preserve the premises in good working order and condition.

5. Signs

No exterior sign shall be erected by the Tenant for identification purposes.

6. Village's Right to Terminate Lease

If at any time during the term of this Lease the Village has an offer to lease the demised premises at terms acceptable to the Village, the Village in such event shall give the Tenant thirty (30) days notice of such proposed lease and the terms thereof. The Tenant shall have the first option to lease the demised premises on those terms for a thirty (30) day period. Should the Tenant not so lease the demised premises on those terms, then Tenant's right shall, in all respects, be terminated and this Lease shall be deemed, in all respects, cancelled.

7. Improvements

The cost of any alteration and/or improvements to the leased premises shall be made at the expense of the Tenant. Any such alterations or improvements shall only be made by the Tenant if approval for same is first obtained by the Village. In the construction of any alterations and/or improvements to the premises, which the Tenant may perform, Tenant agrees to do so in a good and workmanlike manner in accordance with all applicable statutes, laws, rules or regulations having jurisdiction or authority of the premises. Improvements and alterations shall be the property of the Village.

8. Subleasing

The Tenant shall not have the right to sublease the premises.

9. Indemnification

A. The Tenant will indemnify and save the Village harmless from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, judgments and claims by or on behalf of any person, firm, corporation or governmental authority for injury or accident to person or property of any nature and howsoever caused, arising in the premises or out of the use, occupation, operation, possession, or control by the Tenant of the premises during the term of this Lease, including, without limiting the generality of the foregoing, all liabilities, claims and expenses arising from any work, improvement, or thing done in or about the premises by the Tenant, or from any act or omission of the Tenant or any agent, contractor, servant or employee of the Tenant in the course of their employment. The Village covenants that it will give prompt written notice, if any claim is asserted, for which it may seek indemnification hereunder for acts of the Tenant or its agents, employees or invitees.

B. The Village will indemnify and save the Tenant harmless from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, judgments and claims by or on behalf of any person, firm, corporation or governmental authority for injury or accident to person or property of any nature and howsoever caused, arising in the premises or out of the use, occupation, operation, possession or control by the Village of the premises during the term of this Lease, including, without limiting the generality of the

foregoing, all liabilities, claims and expenses arising from any work, improvement, or thing done in or about the premises by the Village or any agent, contractor, servant or employee of the Village in the course of their employment. The Tenant covenants that it will give prompt written notice, if any claim is asserted, for which it may seek indemnification hereunder for acts of the Village or its agents, servants or invitees.

10. Insurance

During the term of this Lease, the Tenant shall keep the premises insured with bodily injury and property damage liability insurance with limits of not less than $1,000,000 with respect to any one occurrence. The Village shall be named an additional insured on said insurance policy. A certificate of such insurance evidencing the coverage provided in the policy shall be delivered to the Village. All insurance shall be placed with financially sound and reputable insurers and the certificate shall contain a ten (10) day cancellation clause requiring the insurers, ten (10) days prior to cancellation to notify the Village of Pittsford of said cancellation.

11. Conformity with Laws and Regulations

The Tenant, in the use, occupation, operation, possession, and control of the premises shall comply with all requirements of all laws, orders, ordinances, rules and regulations of the Federal, State and Municipal authorities, with any direction or Certificate of Occupancy, pursuant to law, of any public officer which shall impose any duty on the Tenant with respect to the premises and with any requirements of the Board of

Fire Underwriters with respect to said premises, and the Tenant agrees not to make or suffer any improper or offensive use of the premises or any part thereof. The Tenant agrees not to store any ammunition, whether live or blank, on the subject premises.

12. Default

If at any time during the terms of this Lease the Tenant shall be in default in the performance of any of the covenants, terms, conditions or provisions of this Lease, and the Tenant shall fail to remedy such default, or take reasonable measures to remedy such default, within thirty (30) days after written notice thereof from the Village, then this Lease, at the option of the Village, may be terminated and the Village may, at its option, enter upon the property and again have, repossess and enjoy the premises as if this Lease has not been made.

13. Occupancy after Casualty

If the premises are rendered untenantable by fire or other cause or if the premises or the building in which they are located should be damaged or destroyed by fire or other casualty, whether the premises itself be damaged or not, then in such event the Village may, at its option, terminate this Lease or elect to repair or rebuild the same. The Village shall notify the Tenant as to eviction or of its intent to rebuild within thirty (30) days after the casualty in question. If the Village or Tenant elects to terminate this Lease, then the same shall terminate three (3) days after notice is given to either the Tenant and the Village and the Tenant shall immediately vacate the premises and surrender the same to the Village.

14. Inspection and Hours of Access

The Village or its employees or agent shall have the right to enter the property during regular business hours to inspect and examine the demised premises. The Tenant shall have the right to enter the demised premises at all hours during the year. The Village shall provide appropriate lock keys and hardware to permit access by the Tenant. Such equipment shall permit the demised premises (with the exception of common areas and waiting room marked as "A" on Diagram to Exhibit "A") to be locked by Tenant.

15. Surrender of Premises

On the last day or sooner termination of the lease term, Tenant shall quit and surrender the premises, broom clean, in good condition and repair (reasonable wear and tear, and damage by fire excepted), together with all alterations, additions and improvements that may have been made in, to, or on the premises, except movable furniture or movable trade fixtures put in at Tenant's expense.

16. Completeness of Agreement

This Lease sets forth all of the promises, agreements, conditions, and understandings between the Village and Tenant relative to the leased premises.

17. Agreement Binding Upon Successors

The covenants and agreements herein contained shall be binding upon and inure to the benefit of the Village and Tenant and except as otherwise provided herein, their respective successors and assigns.

18. Covenant of Quiet Enjoyment

So long as the Tenant performs all the covenants herein on its part to be performed, the Tenant shall quietly enjoy the premises. The Tenant agrees that a Village approved group or organization may use the demised premises from time to time, but not so as to interrupt or conflict with Tenant's use hereunder.

19. Failure to Enforce

No failure on the part of any party to enforce any covenant, condition or provision herein contained, nor any waiver of any right thereunder by any party, unless in writing, shall discharge or invalidate such covenant, condition or provision or affect the right of any party to enforce the same in the event of any subsequent default.

20. Notice

Any notice required to be given hereunder shall be in writing and shall be sent by Registered or Certified Mail, addressed to the party to whom the same is being given at its address set forth at the beginning of the Lease, or such other address as the party shall have last furnished in writing as being the address to which notices hereunder shall be given.

IN WITNESS WHEREOF, the Village has caused its corporate seal to be hereunto affixed and this instrument to be subscribed by the Mayor and the Tenant have executed this Agreement as of the day and year first above written.

VILLAGE OF PITTSFORD

BY: John F. Haggerty

RAYSON-MILLER POST #899, AMERICAN LEGION

BY: John G. Bragger

STATE OF
COUNTY OF
CITY OF

On this 2nd day of March, 1987, before me personally came John D. Berggren, to me known, who being by me duly sworn, did depose and say the he resides at 44 Ruth Pkwy., in the Town of Pittsford, County of Monroe, and State of New York, that he is the Post Commander of the RAYSON-MILLER AMERICAN LEGION POST, the not-for-profit organization described in, and which executed the above instrument; that his signature was so affixed with the approval of the organization.

Joyce M. Gilzow
Notary Public

JOYCE M. GILZOW
Notary Public, State of New York
Qualified in Monroe Co. No. 4814141
My Commission Expires July 31, 19[illegible]

STATE OF
COUNTY OF
CITY OF

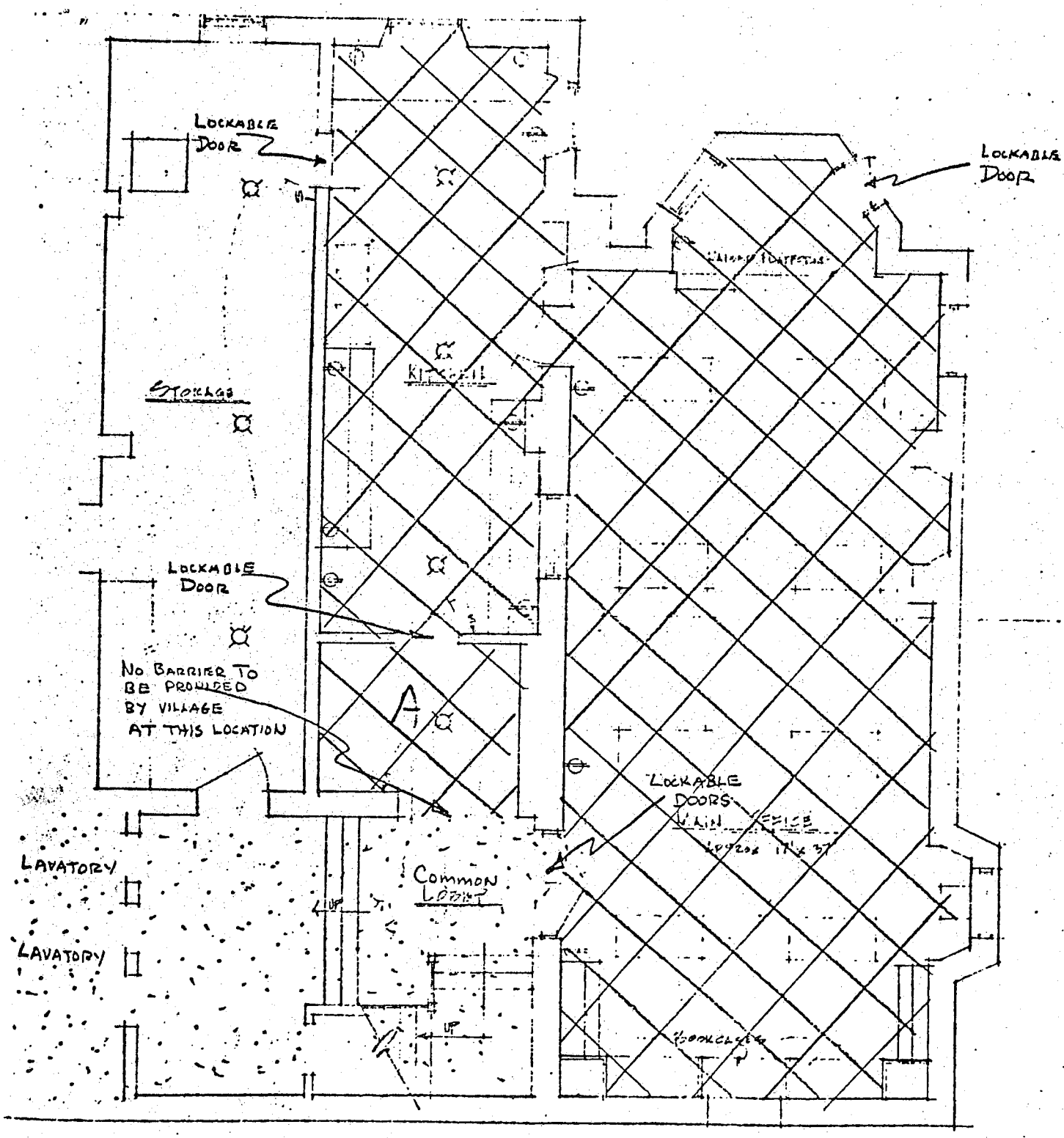
On this 2nd day of March, 1987, before me personally came JOHN F. HOLZWARTH, to me known, who being by me duly sworn, did depose and say the he resides at _____, in the Village of Pittsford, County of Monroe, and State of New York, that he is the Mayor of the Village of Pittsford, the municipal corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said municipal corporation and that he signed his name thereto by like order.

Joyce M. Gilzow
Notary Public

JOYCE M. GILZOW
Notary Public, State of New York
Qualified in Monroe Co. No. 4814141
My Commission Expires July 31, 19[illegible]

EXHIBIT "A"

PREMISES - The premises demised consist of the Tenant's use of a basement area cross-hatched on the accompanying Diagram to Exhibit "A"; joint use with the Village of an area stippled on the Diagram; including Rest Rooms not shown on Diagram, joint use with the Village of a Parking Lot to the north and west of the Village Hall, and joint use of a portion of the attic to store a wooden cabinet which shall contain the legion's demilitarized rifles and be double locked, - double locked meaning a hasp and padlock plus a locked door to the attic.




PITTSFORD VILLAGE HALL - GROUND FLOOR LEVEL

SCALE 1/4" = 1'-0"

PREMISES EXCLUSIVE TO TENANT

PREMISES JOINT USE W/ VILLAGE

DIAGRAM TO EXHIBIT A

RAYSON - MILLER POST NO. 899
Pittsford, New York

March 9, 1987

Mayor Holzwarth and the Trustees of Pittsford Village
Pittsford Village Office
21 North Main St.
Pittsford, N.Y. 14534

Dear Jack and Trustees,

The members of Rayson-Miller Post and its Auxiliary are very grateful to you for your willingness to lease us the lower level meeting room as our "home". We pledge to be good stewards of the facility in keeping with the character and beauty of the Wiltsie Memorial Building.

We also appreciate your generous donation of $200 to sponsor an additional four U.S. flags for the community flag display honoring veterans buried in Pittsford. The Post has as a major goal the preservation of Pittsford's historic and patriotic traditions, and we thank you for your support of this program.

The Post stands ready to aid the Village in any way that it can. Don't hesitate to call on us if we may be of help.

Sincerely yours,

John A. Berggren

John A. Berggren, Commander

# Village Board Meeting

## Meeting Items
## Agenda Item 6

## Special Permit: 39 South Main Street

SEQRA Designation required: Yes or No

*Robert Michaels*
[redacted]
*Pittsford, New York 14534*
[redacted]

May 21, 2024

Village of Pittsford
21 North Main St.
Pittsford, NY 14534

Dear Mayor Plummer, Members of the Board of Trustees, and Mr. Turner

Kindly permit this letter to request that the attached Application for a Special Use Permit be placed on the Board of Trustees agenda for May 28, 2024. The property address is 39 South Main Street, formerly the location of the "Bobby Pin Beauty Bar."

The background is that this same space has been occupied for the past 4 years for a similar salon/spa use as is being presented herein. The Board of Trustees granted a Special Use Permit on 8/11/20 to operate a salon in this same location.

Further, for your review, I have attached the applicant's comments regarding Article 35 of the Village Code wherein 210-35.4 lists Special use permit considerations. The applicant's responses are presented after each consideration.

Respectfully submitted,

R[redacted]

VILLAGE OF PITTSFORD
MAY 22 '24 AM 10:23

# APPLICATION TO THE BOARD OF TRUSTEES

## SPECIAL PERMIT

## VILLAGE OF PITTSFORD

## 21 NORTH MAIN STREET PITTSFORD, N.Y. 14534

Date: 5-21-24 Fee: $250.00

Property Address:. 39 SOUTH MAIN ST.

Tax Account Number: 24601 164.06-1-24 Zoning District:. TDD

Owner's Address: [redacted] Telephone [redacted]

Applicant: CHRISTINE A. ELLIOTT Telephone: [redacted]

Applicant's Address: [redacted]

Applicant is: _ Owner X Lessee/Tenant _ Agent _ Other

If Other, Explain: _____

1. Provide a description of the activity that is planned for this location:

SMALL SALON/SPA CATERING TO MOSTLY ADULT CLIENTS IN A QUIET, SERENE SETTING.

2. Describe how the proposed activity will affect existing parking:

THERE WILL BE NO CHANGE OF AFFECT ON EXISTING PARKING

AS THIS USE IS ESSENIALLY THE SAME, OR NEARLY THE SAME, AS THE PREVIOUS USE OF THIS SPACE

3. Describe how trash/refuse will be handled for the proposed activity:

SINCE THERE WILL BE VERY LITTLE TRASH CREATED BY THIS USE, THE APPLICANT WILL TAKE ANY TRASH HOME WITH HER FOR DISPOSAL, MUCH THE SAME AS THE PREVIOUS TENANT DID.

4. Proposed Hours of Operation: 10:00 AM - 10:00 PM ON OCCASSION

**Owner's Statement:** I am the owner of the above property and I have read and approve this application. If the applicant is other than the owner, I authorize the applicant to proceed as agent.

~~Applicant's~~ OWNER'S Name-Printed: ROBERT MICHAELS

Signature: [redacted] Date: 5-21-24

**Applicant's Statement:** I hereby certify that the information submitted is, to the best of my knowledge, true and correct.

Signature:. [redacted] Date:. 5/21/2024

NOTE: If any additional information is required by the Board, during the meeting, it is the responsibility of the applicant to provide such information, prior to the deadline of the subsequent meeting, or it will not be heard.

SEQUENCE:

1. This application will place you on the next available Board of Trustee meeting agenda.
2. The application will be forwarded to the Planning Board and that Board will provide formal recommendations back to the Board of Trustees.
3. The applicant will be notified by the Village Clerk as to the date that the application will be placed on the Board of Trustee's meeting agenda for final disposition. The date is dependent upon providing the required notification for a Public Hearing.
4. The $250.00 fee will be required with the filing of this application.
5. The applicant is encouraged to attach any additional information (drawings, layouts, seating plans, etc.) that will supplement this application.

APPLICANT'S COMMENTS

# Chapter 210. Zoning

## Part 3. Application and Review Procedures

## Article 35. Special Use Permits

### § 210-35.4. Special use permit considerations.

The reviewing board shall consider the following when reviewing an application for special use permit and shall include a statement of findings for such considerations in any decision rendered herein:

A.
Conformance with the Pittsford Village Comprehensive Plan and Town and Village Local Waterfront Revitalization Program, where applicable.

**Applicant comment: Our research indicates that this use conforms with the Pittsford Village Comprehensive Plan. This location is not cited in the Town and Village Local Waterfront Revitalization Program.**

B.
Conformance with the district, building, use, and lot requirements of this chapter.

**Applicant comment: The use conforms to the district and building in that salon/spa use is the immediate former approved use of this space and the tenant's use is similar.**

C.
Conformance with all applicable regulations for certain uses, as provided for by Article **24** of this chapter.

**Applicant comment: The immediate former approved use of this space and this tenant's use are similar, which would indicate that it is acceptable.**

D.
Adequacy of off-street parking, access, and trash management.

**Applicant comment: Parking, access, and trash management is the same as the immediate former approved use of this space and this tenant's use is similar.**

E.
Adequacy of landscaping and screening.

**Applicant comment: There is no room for landscaping on this property, however, the rear of the building has well maintained screening.**

F.
Compatibility of the proposed use with adjacent properties, uses, and structures, as defined by the potential of the specially permitted use to:

**Applicant's Comment: This use is very compatible with the uses of adjacent properties as there are salons and spas directly across the street (Salon Bella Vita, Salon Industry, Blow Out Studio, etc.), as well as on the same side of the street (Rocky Greco).**

(1)
Create a hazard to the public health, safety and general welfare or create a public nuisance;

**Applicant comment: This use does not create a hazard to the public health, safety and general welfare or create a public nuisance.**

(2)
Alter the character of the neighborhood or be detrimental to the residents thereof through the production of noxious or objectionable noise, dust, glare, odor, refuse, fumes, vibrations, unsightliness, contamination or other similar conditions;

**Applicant comment: This use does not alter the character of the neighborhood and it is not detrimental to the residents of the neighborhood because of objectionable noise, dust, odor or any other factor.**

(3)
Cause significant traffic congestion, create a traffic hazard, or vehicular or pedestrian hazard;

**Applicant comment: The small nature of this use does not cause significant traffic congestion, create a traffic hazard, or vehicular or pedestrian hazard.**

(4)
Cause undue harm to or destroy existing sensitive natural features on the site or in the surrounding area;

**Applicant comment: There are no activities that would cause undue harm to or destroy existing sensitive natural features.**

(5)
Impact historic properties;

**Applicant comment: There are no activities that would impact historic properties, including the premises itself.**

(6)
Fail to provide adequate parking to support the proposed use without causing a parking shortage or other problems for nearby businesses and/or residents;

**Applicant comment: There is adequate street parking for this use, in addition to the public parking lot behind the Breathe Yoga building.**

(7)
Fail to provide a location and/or property that has room to accommodate refuse in accordance with Village Code requirements and that will not pose a nuisance for neighbors;

**Applicant's comment: There will be very little refuse generated by this use and it will be removed from the premises and disposed of at the applicant's home with their normal trash.**

(8)
Will not be adequately served by existing and/or proposed water and sanitary sewer systems and other public facilities and services, such as sufficient roadway capacity, police and fire protection, drainage structures, refuse disposal, and schools;

**Applicant's comment: Existing water, sanitary sewers and other utilities and services are adequate for this use.**

(9)
Create a public nuisance. For the purpose of this subsection, the term "public nuisance" shall mean noise, light, traffic, and/or odors which under the time, place, and manner which they occur would annoy, disturb, injure, or endanger the comfort, repose, health, peace, or safety of a reasonable person of normal sensitivities; or

**Applicant's comment: There will be no public nuisance, as described above, due to this use.**

(10)
Otherwise result in an excessive or significant negative impact on the community that cannot be mitigated.

**Applicant's comment: There will be no negative impact on the community created by this use.**

G.
Any other proposed or existing building, use, or site condition that in the opinion of the reviewing board may have an impact on the public health, safety, and general welfare of the community.

**Applicant's comment: This use, building, and site will have no detrimental impact on the public health, safety, and general welfare of the Village of Pittsford.**

# Village Board Meeting

# Minutes

Village Board Budget Meeting Minutes, March 4, 2024
Village Board Budget Meeting Minutes, March 7, 2024
Village Board Budget Meeting Minutes, March 14, 2024

**PROCEEDINGS OF A SPECIAL/BUDGET MEETING**
**OF THE VILLAGE BOARD OF TRUSTEES**
March 4th, 2024, at 4:00 PM

**PRESENT**:

| | |
|---|---|
| **Mayor**: | Alysa Plummer |
| **Trustees**: | Lili Lanphear- absent until 4:20 PM |
| | Justin Leitgeb |
| | David Marshall |
| | Lisa Cove |
| **Village Clerk:** | Dorothea M. Ciccarelli |

**CALL TO ORDER**

**Motion by Mayor Plummer and seconded by Trustee Cove** *to call the meeting to order.*
**Vote**: Plummer – yes, Lanphear – absent, Leitgeb – yes, Cove – yes, Marshall – yes. *Motion passed.*

**CONFLICTS OF INTEREST DISCLOSURE**

Mayor Plummer asked the board if they had anything to disclose. The members stated they did not have any conflict of interest.

**GUIDELINES FOR PUBLIC COMMENT**

Mayor Plummer asked the Village Clerk to read an overview of the open meeting compliance certification.

**MULTI-YEAR FINANCIAL AND CAPITAL PLAN**

Mayor Plummer thanked Village Clerk Ciccarelli, Superintendent Bleier, and village staff for all their work on the plan.

Trustee Lanphear arrived at the meeting at 4:20 PM.

Trustee Marshall asked Superintendent Bleier to clarify the priorities within the Multi-Year Plan for the DPW. The superintendent explained that many listed projects had bottlenecked after years of deferment. He felt they could no longer be delayed, and his proposed maintenance schedule was based on best practices. Trustee Cove asked what the video inspection of the sewer was. The superintendent said that it was routine. Trustee Marshall asked the board to take it off the Multi-Year Capital Plan and only have it on the yearly budget in Sewer, which is filed under contractual at $75,000. The other members agreed. Trustee Marshall also wanted each vehicle to be noted in the individual years rather than in the consolidated, along with a reference to what amount would go toward sewer. He then asked Superintendent Bleier his top two priorities for the coming budget year. The superintendent responded that the top two priorities were the DPW bathrooms and the road work at South and Wood Streets. Trustee Marshall asked the board if they agreed. They stated yes.

Trustee Marshall would also like to have aspirational goals related to possible grants pulled out and listed to the side of the Multi-Year Capital Plan as they would require grant writing service fees. Mayor Plummer offered clarification that anything related to the Climate Smart Plan grant program would not require a grant writer and needed to be considered separately in its framework. She also suggested a separate spreadsheet dedicated to the village's Climate Smart Plan. The members agreed.

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**PROCEEDINGS OF A SPECIAL/BUDGET MEETING**
**OF THE VILLAGE BOARD OF TRUSTEES**
March 4th, 2024, at 4:00 PM

**GENERAL BUDGET REVIEW**

The board wanted the bonding for South and Wood Street roadwork added back into the budget. The village clerk reminded the board if that was done, they should be prepared to vote on overriding the tax cap. Trustee Marshall did not want to vote on the override but wanted to see it reflected in the tentative budget as if the board did, or would in the future, vote yes.

**Motion by Mayor Plummer and seconded by Trustee Leitgeb** *to adjourn for 10 minutes for a break.*
**Vote**: Mayor Plummer – yes, Lanphear – yes, Leitgeb – yes, Cove – yes, Marshall – yes. *Motion passed*.

**Motion by Mayor Plummer and seconded by Trustee Cove** *to reopen the meeting.*
**Vote**: Mayor Plummer – yes, Lanphear – yes, Leitgeb – yes, Cove – yes, Marshall – yes. *Motion passed*

**GPI PRESENTATION- SOUTH AND WOOD STREET- 6 PM**

GPI representative Caitlyn Hemmes stated the scope of the project would include milling, resurfacing, ADA ramp reconstructions for the sidewalks, and isolated gutter and drainage structure repairs. They also conducted an ADA ramp assessment and found approximately ten ramps did not meet compliance requirements and would need to be reconstructed. GPI also did three coring assessments of each street to determine what resurfacing was needed. South Street was holding together well and would only need milling and resurfacing about a 1.5" to 2" down. Wood Street's layers were no longer holding together, and a full-depth reconstruction would have to be done. Trustee Marshall asked Ms. Hemmes if, in her professional opinion, she could determine a time for how long South Street might last with only the suggested work being done. She responded that if the village kept up a good maintenance, milling, and resurfacing schedule, a complete reconstruction could continue to be pushed out further into the future. Ms. Hemmes then provided an existing conditions chart for Wood Street and two different reconstruction options. Option One would cost $125,000 to $130,000. Option Two would cost $155,000. It was stated that the cost difference was in relation to the additional curbing for Option Two. Trustee Marshall asked if curbs have a known effect on traffic calming. Ms. Hemmes confirmed that they are a visual cue that causes motorists to slow down to avoid hitting their tires. Mayor Plummer also pointed out that curbing prevents people from parking on the sidewalks, all of which would increase pedestrian safety. Ms. Hemmes stated that for $6,500 more, the section of sidewalk that is only four feet wide and consequently not ADA compliant could be expanded without infringing on any private property, being that it is all in a public right of way.

Jesse Hollenbeck, 8 Wood Street, spoke, stating that he liked how the plan would address drainage, and his only concern was to ensure that fire and emergency services could easily get through if the street ended up being narrowed.

Emily Smallwood-Diaz, 81 South Street, asked if there would be any opportunity for traffic calming when the South and Street construction was completed.

Ms. Hemmes stated that there would be no change in curbing or layout, so no. Mayor Plummer offered to circle back and schedule a time to discuss dealing with vehicles using South Street as a cut-through with the residents separate from the resurfacing project.

A resident who lives on South Street did not feel that there was an increased speeding issue on the Street.

Trustee Marshall asked for a cost estimate for the work on South Street. Ms. Hemmes stated that it would be approximately $ 480,000.

DRAFT

**PROCEEDINGS OF A SPECIAL/BUDGET MEETING**
**OF THE VILLAGE BOARD OF TRUSTEES**
March 4th, 2024, at 4:00 PM

Mayor Plummer set an action item to gather traffic studies previously done on South Street and forward them to Ms. Hemmes so she could determine if additional engineering surveys needed to be conducted to facilitate traffic calming.

Mayor Plummer also wanted to let the public know that in the past, a speed sentry had been placed on South Street that confirmed 85% of the traffic was speeding, going about fifty miles per hour straight away.

**Motion by Trustee Marshall and seconded by Trustee Lanphear to adopt Option Two for the Wood Street road construction and to include the additional $6,500 in cost to expand the four-foot** *sidewalk.*
**Vote**: Mayor Plummer – yes, Lanphear – yes, Leitgeb – yes, Cove – yes, Marshall – yes. *Motion passed*.

**ADJOURNMENT**

**Motion by Trustee Cove and seconded by Trustee Lanphear** *to adjourn at 6:42 PM.*
**Vote**: Mayor Plummer – yes, Lanphear – yes, Leitgeb – yes, Cove – yes, Marshall – yes. *Motion passed*.

_____

Laura Donk, Recording Secretary

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**PROCEEDINGS OF A SPECIAL/BUDGET MEETING**
**OF THE VILLAGE BOARD OF TRUSTEES**
March 7th, 2024, at 12:00 PM

**PRESENT**:

| | |
|---|---|
| **Mayor**: | Alysa Plummer |
| **Trustees**: | Lili Lanphear |
| | Justin Leitgeb |
| | David Marshall |
| | Lisa Cove |
| **Village Clerk:** | Dorothea M. Ciccarelli |
| **Village Superintendent:** | Zack Bleier |

**CALL TO ORDER**

**Motion by Mayor Plummer and seconded by Trustee Cove** *to call the meeting to order.*
**Vote**: Plummer – yes, Lanphear – yes, Leitgeb – yes, Cove – yes, Marshall – yes. *Motion passed.*

**CONFLICTS OF INTEREST DISCLOSURE**

Mayor Plummer asked the board if they had anything to disclose. The members stated they did not have any conflict of interest.

**GUIDELINES FOR PUBLIC COMMENT**

Mayor Plummer asked the Village Clerk to read an overview of the open meeting compliance certification.

**MULTI-YEAR FINANCIAL AND CAPITAL PLAN**

Trustee Marshall said he would prefer to increase taxes across the five years of the plan more consistently than having a minimal raising of taxes the first year and a significant increase in subsequent years.

Trustee Leitgeb asked for clarification as to why Superintendent Bleier was asking for both a new vehicle and new office space in the DPW loft. He stated that he did not understand why there would be a need to move employees away from the building while also giving those same employees more office space if staffing was not increased. Superintendent Bleier responded that both areas had been experiencing a major deficit for years. When one of the current vehicles would go down for maintenance, he could not move all employees across the village to reach job sites efficiently. The current DPW office space and loft lack proper OSHA-approved ventilation from diesel/gas fumes and soot, putting himself and other staff at risk. Also, the loft has no temperature control and could reach 100 degrees in the summer and close to freezing in the winter. Trustee Leitgeb then asked how it was possible that upgrading the loft would only cost $20,000 while the DPW bathroom upgrades were predicted to cost $250,000. Superintendent Bleier responded that he made an estimate based on the DPW crew and himself doing all the work in the loft area so they would not have to pay the prevailing wage.

**GENERAL BUDGET REVIEW**

Trustee Marshall wanted to remove the line for the additional vehicle from the budget because he felt the board would not consider the purchase unless the Climate Smart Plan grant covered the vehicle. He then wanted to add $20,000 for ventilation and climate control of the loft to create suitable office space. Trustee Leitgeb stated that he did not feel comfortable agreeing to that because, in his estimation, the project would cost more if any sub-contracting was involved. Trustee Marshall suggested that if the project was more money, they could defer the work until the following year and move the budgeted $20,000 to the DPW building reserves for the next year. If the work

DRAFT

could be done for $20,000, then the money would still be within the budget and available. Superintendent Bleier felt comfortable with that plan. Trustee Leitgeb also wanted the fencing around the DPW to be removed. Mayor Plummer stated that the hope had been to do the fencing in phases and have the DPW crew do some of the work themselves to put up a split-rail fence instead of a chain-link fence so a safety barrier could start to be created until more money can be budgeted for a more substantial fence. Trustee Lanphear wants signage from the arboretum posted with the fencing.

Trustee Leitgeb left the meeting at 1:04 PM.

The board wanted another meeting date set before the deadline for the tentative budget. The village clerk would send out date options to the trustees.

Trustee Lanphear asked if the AV upgrades to the meeting room were set in stone and questioned if they were necessary this budget year. Trustee Cove said she did not want to move forward with the upgrades now. Village Clerk Ciccarelli told the board that the funds for the AV meeting room upgrades were not affecting the budget as they were being paid through ARPA funds. Trustee Cove said she would rather use the ARPA funds for something else as she felt if people wanted to join the meetings, they could do so in person if the audio and video are subpar for online viewing. Mayor Plummer voiced concern, stating that some residents cannot physically attend the meetings in person and that it is important for all residents to have equal accessibility to the live meetings.

**ADJOURNMENT**

**Motion by Trustee Cove and seconded by Trustee Lanphear** *to adjourn at 1:25 PM.*
**Vote**: Mayor Plummer – yes, Lanphear – yes, Leitgeb – absent, Cove – yes, Marshall – yes. *Motion passed*.

_____

Laura Donk, Recording Secretary

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**PROCEEDINGS OF A SPECIAL/BUDGET MEETING**
**OF THE VILLAGE BOARD OF TRUSTEES**
March 14th, 2024, at 4:00 PM

**PRESENT**:

| | |
|---|---|
| **Mayor**: | Alysa Plummer |
| **Trustees**: | Lili Lanphear- absent |
| | Justin Leitgeb- absent |
| | David Marshall |
| | Lisa Cove |
| **Village Clerk:** | Dorothea M. Ciccarelli |

**CALL TO ORDER**

**Motion by Mayor Plummer and seconded by Trustee Cove** *to call the meeting to order.*
**Vote**: Plummer – yes, Lanphear – absent, Leitgeb – absent, Cove – yes, Marshall – yes. *Motion passed.*

**CONFLICTS OF INTEREST DISCLOSURE**

Mayor Plummer asked the board if they had anything to disclose. The members stated they did not have any conflict of interest.

**GUIDELINES FOR PUBLIC COMMENT**

Mayor Plummer asked the Village Clerk to read an overview of the open meeting compliance certification.

**BILL PAY**

For approval, the Village Clerk presented vouchers listed in Abstract #21 of the 2023/2024 fiscal year.

**Vouchers for approval Abstract #21**

| | |
|---|---|
| • General Fund (#522-#543): | $ 23,186.69 |
| • Sewer Fund (#534): | $ 94.14 |
| | $ 23,280.83 |

Trustee Cove inquired about entry #542. The village clerk said that it should be filed under miscellaneous.

Trustee Marshall asked about the Northeast Sweepers and Rentals charge of $2,659. Superintendent Bleier responded that it was standard maintenance for repairs for the village sweeper.

**Motion by Trustee Marshall and seconded by Trustee Cove** *to approve bill pay as presented.*
**Vote**: Plummer – yes, Lanphear – absent, Leitgeb – absent, Cove – yes, Marshall – yes. *Motion passed.*

**MULTI-YEAR FINANCIAL AND CAPITAL PLAN**

Trustee Marshall asked to have the ARPA funds separate from the multi-year plan on its sheet.

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**GENERAL BUDGET REVIEW**

Trustee Marshall suggested using ARPA funds to pay for records shelving. The board removed all ARPA funds/projects from the 2024-2025 budget.

**ADJOURNMENT**

**Motion by Trustee Marshall and seconded by Trustee Cove** *to approve adjourn at 5:07 PM.*
**Vote**: Plummer – yes, Lanphear – absent, Leitgeb – absent, Cove – yes, Marshall – yes. *Motion passed.*

_____

Laura Donk, Recording Secretary