

Joint Town/Village Planning Board Meeting

November 17, 2021

Members Present: George Gotcsik Chairman, Wayne Childs, Doug Best, Paul Osborne, Andy Britton

o excused *Batten, Gresham*
o Previous minutes were approved as submitted

Old Business: None

The entire Firewood Production and Sales Proposed Amendment was approved by all present and will be forwarded to the Town Board for consideration.

Fire Wood Production and Sales

The Planning Board may approve a special use permit for firewood production and sales (including firewood production direct by-products such as wood chips, mulch and saw dust) in the Agricultural Use District-A, provided that the following standards and provisions are maintained:

- A. No site preparation or construction shall commence, nor shall existing structures be occupied until final site plan approval has been granted by the Planning Board and permits have been -
- B. The minimum lot area shall be five acres.
- C. A minimum neatly stacked display of firewood for sale will be allowed outside of the working and primary storage area subject to Planning Board approval.
- D. A sign advertising the sale of firewood shall be approved by the Planning Board subject to the provisions of Article XIII of the Town Code.
- E. Wood may only be imported in log form. No treetops, branches or leaves are to be brought on site from trees felled off site. Wood that is transported from offsite must follow all applicable NYSDEC regulations
- F. Sacks of firewood shall be dismantled and removed from a premises if it is found to harbor rodents, pests or for any other reason that may endanger the health, safety and general welfare of nearby residents.
- G. Hours of operation shall be 8:00 AM - 8:00 PM from April-September; 8:00 AM - 6:00 PM October - March.
- H. A berm or vegetative full screen or other man-made structure is required to shield equipment and production from adjacent residential properties.

Village Sign Law Changes

The draft proposal of changes to the Village Signage Law was reviewed and the Board agreed that additional discussion regarding the use of "Open" flags and /or sandwich boards was needed.

Exhibit A – Statement of Work

Services.

Consultant will provide research, planning, communications and stakeholder engagement services that include both planning and tactical delivery. Consultant will work with Client to deliver the following activities from **January 5th through March 31st 2017**:

Campaign Overview.

The program will consist of the following core elements, with research, planning, stakeholder engagement and deliverable production driven by Consultant, but always including Client board and staff in discussions, decision-making and key meetings before and after each step in the process:

- Review and analyze all relevant existing industry studies, surveys, and data, and background materials delivered by Client
- Gather relevant data (leisure, education, special event, and charter markets) to support decision-making and content development for engaging Rochester community and project influencers
- Research, mapping and a report on waterway vessels in other communities, including: large cities like Chicago; similar Rochester-sized cities; and Erie Canal and Hudson River communities (e.g., Mid-Lakes, Finger Lake cruises, Lockport, Herkimer)
- Produce a report outlining vessel options and the corresponding necessary financial resources to ensure viability and sustainability during first three years of downtown operation
 - Will include researching fleet options (costs of vessel, operation, staffing and maintenance)
 - Final deliverable is a board presentation of the options – and draft business plan – for consideration and a final direction
- Build an engagement strategy and materials for conversations with key stakeholders from various groups to introduce Client's proposal for a downtown vessel to the community, solicit feedback, and build support for investment
- Finalize a business plan for activation

Deliverables.

Phase One A: Initial Research

- **Hold a kickoff meeting** to: align on a path forward and deliverables; garner deeper organization and situation insights; collect materials; and plot next steps
- **Analyze** existing CHN materials, plans, budgets, stakeholder lists and other items to fully understand the organization, resources and strategies that will inform research and business plan development
- **Complete Initial research** across several categories that will likely require and include conversations, interviews and some meetings to get the necessary data and market insights
Research areas include:
 - Relevant market data (leisure, education, special event, and charters)
 - Comparative waterway research and report
 - Vessel and program operation costs
 - Existing and likely local stakeholders for future engagement and pitching

Phase One B: Research Findings

- **Produce a findings report** to drive the next phase of activities
- **Progress reporting:** hold bi-weekly check-in meetings and deliver monthly activity reports

-more-

Miscellaneous (continued)

counterparts of the signature page by facsimile or electronic mail. Neither party shall be liable in damages to the other or have the right to terminate this Agreement for any delay or default in performing hereunder (other than for delay in the payment of money due and payable hereunder) if such delay or default is caused by conditions beyond its reasonable control, including without limitation, acts of God, strikes, fires, accidents, wars, acts of any government, whether legal or otherwise, inability to secure or obtain, or delay in securing or obtaining, equipment or sufficient qualified labor, failure of the other party to promptly respond to inquiries or requests for information, software or hardware bugs or viruses, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will automatically be extended for a period of time equal to the time lost due to any delay so caused. The section headings of this Agreement are for convenience only, are not a part of this Agreement, and do not in any way define, limit, describe or amplify the terms, provisions, scope or intent thereof.

IN WITNESS WHEREOF, each party has executed this Agreement on the respective date set forth below, but effective as of the Effective Date.

CLIENT:

Corn Hill Navigation

By: _____

Name:

Title:

Date of Execution: _____

CONSULTANT:

VALEO Delivers, LLC.

By: _____

Name: Michael P. Mills

Title: President/Founder

Date of Execution:

Scope of Work to Follow on Next Page...

Proposed Local Law #2 PDD-Entertainment

The Board continued discussion on the Town Board's proposed Planned Development – Entertainment District. The following motion was approved by all present and will be forwarded to the Town Board.

Having done our due diligence, the Lima Joint Planning Board concurs with the decision and supporting documentation presented by the Livingston County Planning Board that rejects proposed Town of Lima Local Law #2 (PDD- Entertainment).

The Lima Joint Planning Board looks forward to working with the Town Board on developing alternatives that achieve the intent of the originally proposed law.

Respectfully submitted.

George Gotcsik. Chair