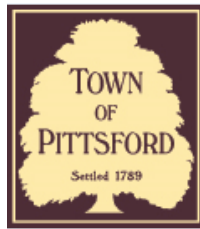


SUPERVISOR
William A. Smith, Jr.



COUNCIL MEMBERS
Kate Bohne Munzinger, Deputy
Supervisor
Kevin Beckford
Cathy Koshykar
Stephanie Townsend

TOWN BOARD AGENDA

Town Hall – 11 S. Main Street, Pittsford – Lower Level
Tuesday, March 3, 2020 – 6:00 pm

TENTATIVE

Call to Order

Pledge of Allegiance

Minutes

Public Comment
Approval of Minutes of Meeting of February 25, 2020

Operational Matters

Public Comment
Farm Leases on Town Owned Land
Authorization for NYS-DOT In Regard to Repaving Jefferson Road
Set Bid Date for Refuse and Recycling Services for Town Owned Facilities
Set Bid Date for Bagged, Bundled and Containerized Yard Debris

Personnel Matter

Public Comment
Hiring Resolution

Other Business

Public Comment

Adjournment

Minutes of the Town Board for February 25, 2020

DRAFT TOWN OF PITTSFORD TOWN BOARD FEBRUARY 25, 2020

Proceedings of a regular meeting of the Pittsford Town Board held on Tuesday, February 25, 2020 at 6:00 P.M. local time in Pittsford Town Hall.

PRESENT: Supervisor William A. Smith, Jr.; Councilmembers Cathy Koshykar, Katherine B. Munzinger and Stephanie M. Townsend.

ABSENT: Councilmember Kevin Beckford.

ALSO PRESENT: Staff Members: Paul J. Schenkel, Commissioner of Public Works; Robert B. Koegel, Town Attorney; Linda M. Dillon, Town Clerk, Suzanne Reddick, Assistant to Supervisor, Shelley O'Brien, Communications Director and Spencer Bernard, Chief of Staff.

ATTENDANCE: There were seventeen (17) members of the public in attendance. There were also two (2) additional staff members and an interpreter present.

Supervisor Smith called the Town Board meeting to order at 6:00 P.M., noting that the Town has an ASL interpreter present and available should anyone at the meeting need this service. The Town Clerk noted Councilmember Beckford absent. Supervisor Smith invited Councilmember Townsend to lead in the Pledge to Flag.

PUBLIC HEARING

LOCAL LAW NO. 2 OF 2020 – AMENDING SECTION 185-49 OF THE TOWN CODE

Supervisor Smith opened the Public Hearing on Local Law No. 2 of 2020 – Amending Section 185-49 of the Town Code, which would amend the Town code to permit vehicle leasing businesses and would permit such businesses to wash vehicles that they rent; he explained that the proposed change would not permit conventional car washes in the area affected.

No public comments were offered, and Supervisor Smith closed the Public Hearing on the matter.

Upon request by Councilmember Koshykar, Supervisor Smith explained the background of the Zoning modifications, recounting the history of this provision of the Zoning Code from 1994 onward and the reasons for changes to it that the Town Board made in 2000.

Town Attorney Koegel clarified for Councilmember Townsend, an item in the SEQRA form regarding water drainage.

LOCAL LAW NO. 2 OF 2020 – SEQRA APPROVED

Following the closing of the public hearing and some brief discussion and clarification, Deputy Supervisor Munzinger made a motion to approve a Resolution for a Negative Declaration to SEQRA (State Environmental Quality Review Act), seconded by Supervisor Smith, and voted on by members as follows: Ayes: Koshykar, Munzinger, Townsend and Smith. Absent: Beckford. Nays: none.

The Resolution was declared carried as follows:

WHEREAS, the Town Board has identified the need to amend a portion of the Town Code, allowing for car rental and washing in the Light Industrial zoning district; and

WHEREAS, after giving due consideration to the proposed amendment, it was the considered opinion of all members of the Town Board who were present that a public hearing should be held on the 25th day of February,

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2020, at the Town Hall, 11 South Main Street, Pittsford, New York, to consider the proposed amendment; and

WHEREAS, a single agency review of the SEQRA issues for the proposed amendment by the Town Board was conducted; and

WHEREAS, a public hearing was held on the 25th day of February, 2020, at which time all interested parties wishing to speak on the proposed amendment were heard; and

WHEREAS, a Short Environmental Assessment Form (EAF) has been prepared and carefully reviewed by the Town Board and attached hereto; and

WHEREAS, the completed Short EAF failed to identify any significant adverse environmental impacts associated with the proposed amendment;

NOW, THEREFORE, be it

RESOLVED, that the Pittsford Town Board, upon consideration of all written and oral submissions, public comment, comment from appropriate agencies, as well as the completed Short EAF, and upon having given this matter due deliberation and consideration, finds that the proposed amendment to Article XI of Chapter 185 of the Town of Pittsford Municipal Code will have no significant adverse impact on the environment; and be it further

RESOLVED, that the Town Board issues a Negative Declaration for the adoption of proposed Local Law No. 2 of 2020.

LOCAL LAW NO. 2 OF 2020 ADOPTED – AMENDING SECTION 185-49 OF THE TOWN CODE

Immediately thereafter, Deputy Supervisor Munzinger made a motion to adopt Local Law No. 2 of 2020, Amending Section 185-49 of the Town Code, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Koshykar, Munzinger, Townsend and Smith. Absent: Beckford. Nays: none.

The Resolution was declared carried as follows:

WHEREAS, true and correct copies of proposed Local Law No. 2 of 2020: Amending Article XI of Chapter 185 Of The Town Of Pittsford Municipal Code Entitled “Light Industrial District”, were placed upon the desks of all members of the Town Board of the Town of Pittsford, New York, more than seven (7) calendar days, exclusive of Sunday, prior to the 25th day of February, 2020; and

WHEREAS, there was duly published in a newspaper previously designated as an official newspaper for publication of public notices, and posted upon the bulletin board maintained by the Town Clerk pursuant to §40(6) of the Town Law, a notice of public hearing to the effect that the Town Board would hold a public hearing on the 25th day of February, 2020, at 6:00 P.M., Local Time, at the Town Hall, 11 South Main Street, Pittsford, New York, on said Local Law No. 2 of 2020; and

WHEREAS, the said public hearing was duly held on the 25th day of February, 2020, at 6:00 P.M., Local Time, at the Town Hall, Pittsford, New York, and all persons present were given an opportunity to be heard, whether speaking in favor of or against the adoption of said Local Law No. 2 of 2020; and

WHEREAS, subsequent to the closing of said public hearing, and after all persons interested had been heard, the Town Board considered the adoption of said Local Law No. 2 of 2020; and

WHEREAS, it was the decision of the Town Board that said Local Law No. 2 of 2020 should be adopted.
NOW, on a motion duly made and seconded, it was

RESOLVED, that Local Law No. 2 of 2020: Amending Article XI of Chapter 185 Of The Town Of Pittsford Municipal Code Entitled “Light Industrial District”, be adopted by the Town Board of the Town of Pittsford, New York, to read as annexed hereto; and it was further

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RESOLVED, that within twenty (20) days subsequent to the 25th day of February, 2020, there shall be filed with the Secretary of State one certified copy of said Local Law No. 2 of 2020.

Local Law No. 2 of 2020 – Amending Article XI of Chapter 185 of the Town of Pittsford Code Entitled Light Industrial District

**BE IT ENACTED BY THE
TOWN BOARD OF THE
TOWN OF PITTSFORD
NEW YORK
AS FOLLOWS:**

**LOCAL LAW NO. 2 OF 2020:
THE ADOPTION OF PROPOSED LOCAL LAW
NO. 2 OF 2020: AMENDING ARTICLE XI OF CHAPTER 185
OF THE TOWN OF PITTSFORD MUNICIPAL CODE
ENTITLED “LIGHT INDUSTRIAL DISTRICT”**

Sec. 1 Title

This Local Law shall be known as “Local Law No.2 of 2020: Amending Article XI of Chapter 185 of The Town of Pittsford Municipal Code Entitled ‘Light Industrial District.’”

Sec. 2 Amendment to Existing Law

The Pittsford Town Code, Chapter 185, Article XI, shall be amended to revise §185-49 to read, as follows:

§ 185-49. Permitted uses.

The following uses are permitted:

- A. Light industrial uses.
- B. Business or professional office.
- C. Research and development.
- D. Ammunition/firearms sales.
- E. Warehouse/distribution.
- F. Wholesale operations.
- G. Automobile/truck sales, servicing, rental, washing, repair and refinishing that does not include salvage operations. Permitted automobile/truck washing is limited to washing within a building as part of an automobile/truck rental use.
- H. Animal hospital, provided that the facility and all animals are contained in an enclosed structure.
- I. Adult entertainment subject to the requirements of § 185-53.3 of this Code.
- J. Indoor active recreation.

Sec. 3 Severability

If any clause, sentence, phrase, paragraph or any part of this Local Law shall for any reason be adjudicated finally by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Local law, but shall be confined in its operation and effect to the clause, sentence, phrase, paragraph or part thereof, directly involved in the controversy or action in which such judgment shall have

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been rendered. It is hereby declared to be the legislative intent that the remainder of this Local Law would have been adopted had any such provision been excluded.

Sec. 4 Effective Date

This Local Law shall take effect immediately upon filing with the Secretary of State.

PUBLIC COMMENT

No public comments were offered regarding the Minutes of the February 4, 2020 Town Board meeting.

MINUTES OF THE FEBRUARY 4, 2020 MEETING APPROVED

A Resolution to approve the Minutes of the February 4, 2020 meeting was offered by Supervisor Smith, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Koshykar, Munzinger, Townsend and Smith. Absent: Beckford. Nays: None.

The Resolution was declared carried as follows:

RESOLVED, that the Meeting Minutes of the February 4, 2020 are approved as written.

LEGAL MATTERS

PUBLIC COMMENT

No public comments are offered regarding Legal Matters.

WILSHIRE HILL SUBDIVISION, SECTION 3B – LAND DEDICATION APPROVED

Supervisor Smith reviewed with Town Board members the proposed Land Dedication offer for Wilshire Hill Subdivision, Section 3B, whereby the Town acquires open space as part of a development plan. Town Attorney Koegel and the Planning Department have reviewed this proposed dedication and recommend the Town Board accept the offer.

Following discussion, a Resolution to Accept the Offer of Dedication was offered by Supervisor Smith, seconded by Councilmember Townsend, and voted on by members as follows: Koshykar, Munzinger, Townsend and Smith. Absent: Beckford. Nays: none.

The Resolution was declared carried as follows:

WHEREAS, Wilshire Hill, LLC, by "Offer of Dedication of Public Land", dated April 14, 2019, has offered to dedicate one (1) parcel of land in the Town of Pittsford, Monroe County, New York, consisting of approximately 12.96 acres in Section 3B of the Wilshire Hill Subdivision, as shown as "OS1" on the Map entitled "Wilshire Hill Subdivision Section 3B," prepared by Marathon Engineering, bearing Drawing Number C1.2, dated November 4, 2016, and such Offer has been presented to the Town Board of the Town of Pittsford, and it appearing therefrom to the satisfaction of the Town Board that the lands so offered for dedication have been and are properly surveyed and mapped and should be accepted as Lands of said Town, and that all claims for damage have been properly released;

NOW, on Motion duly made and seconded, it was

RESOLVED, that the Town Board of the Town of Pittsford does hereby consent that the aforesaid land, located in the Town of Pittsford, Monroe County, New York, and as more particularly described as set forth on "Schedule A" of the Offer, be accepted in dedication for use as "Rural Conservation Land" pursuant to Section 185-31 of the Town of Pittsford Code; and be it further

RESOLVED, that any taxes that are currently due or will become due on said parcels of land, as a result of the assessment roll in effect at the time of this acceptance, shall be the responsibility of the grantor dedicating the parcel of land to the Town.

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ALPINE RIDGE SUBDIVISION, OPEN SPACE 3 & 4 – LAND DEDICATION ACCEPTED

Town Attorney Koegel reviewed with Town Board members the proposed Land Dedication for Alpine Ridge Subdivision, Open Space 3 & 4, whereby the Town would acquire open space as part of a development plan. He recommended that the Town Board take title to the land to be protected.

Thereafter, a Resolution to Accept the Offer of Dedication was offered by Councilmember Townsend, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Koshykar, Munzinger, Townsend and Smith. Absent: Beckford. Nays: none.

The Resolution was declared carried as follows:

WHEREAS, S&J Morrell Inc., by "Offer of Dedication of Public Land", dated July 19, 2019, has offered to dedicate two (2) parcels of land in the Town of Pittsford, Monroe County, New York, consisting of approximately 8,62 acres of open space in Section 1 of the Alpine Ridge Subdivision, as shown as "OS-3" and "OS-4" on the Map entitled "Alpine Ridge Subdivision Section 1," prepared by Marathon Engineering, bearing Drawing Number SV1.0, dated March 22, 2019, and such Offer has been presented to the Town Board of the Town of Pittsford, and it appearing therefrom to the satisfaction of the Town Board that the lands so offered for dedication have been and are properly surveyed and mapped and should be accepted as Lands of said Town, and that all claims for damage have been properly released;

NOW, on Motion duly made and seconded, it was

RESOLVED, that the Town Board of the Town of Pittsford does hereby consent that the aforesaid land, located in the Town of Pittsford, Monroe County, New York, and as more particularly described as set forth on "Schedule A" of the Offer, be accepted in dedication for use as "Rural Conservation Land" pursuant to Section 185-31 of the Town of Pittsford Code; and be it further

RESOLVED, that any taxes that are currently due or will become due on said parcels of land, as a result of the assessment roll in effect at the time of this acceptance, shall be the responsibility of the grantor dedicating the parcel of land to the Town.

WILSHIRE HILL SUBDIVISION ROAD DEDICATION APPROVED

A Resolution to approve the Wilshire Hill Subdivision Road Dedication of "Black Wood Circle" was offered by Deputy Supervisor Munzinger, seconded by Supervisor Smith, and voted on by members as follows: Koshykar, Munzinger, Townsend and Smith. Absent: Beckford. Nays: none.

The Resolution was declared carried as follows:

WHEREAS, a properly executed written offer to dedicate certain land in the Town of Pittsford, Monroe County, New York, dated April 4, 2019, for the purpose of establishing a public highway, to be known as "Black Wood Circle," in the Wilshire Hill Subdivision, Section 3B, has been presented to the Town Board of the Town of Pittsford, together with a map thereof, and it appearing therefrom to the satisfaction to the Town Board that the lands so offered for dedication as a public highway have been and are properly offered and mapped and should be accepted as a public highway of said Town;

NOW, on Motion duly made and seconded, it is

RESOLVED, that the Town Board does hereby consent that a public highway, to be known as "Black Wood Circle," in the Wilshire Hill Subdivision, Section 3B, in the Town of Pittsford, Monroe County, New York be laid out in said Town of Pittsford, more particularly described as set forth on Schedule "A" annexed to said written offer, and the Town Superintendent of Highways is authorized to make an order laying out the lands described in said dedication; and it is further

RESOLVED, that the Town Board does hereby consent that the land comprising the aforesaid public highways be accepted in dedication.

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ALPINE RIDGE SUBDIVISION ROAD DEDICATION APPROVED

A Resolution to approve the Alpine Ridge Subdivision Road Dedication of "Skylight Trail" was offered by Deputy Supervisor Munzinger, seconded by Councilmember Townsend, and voted on by members as follows: Koshykar, Munzinger, Townsend and Smith. Absent: Beckford. Nays: none.

The Resolution was declared carried as follows:

WHEREAS, a properly executed written offer to dedicate certain land in the Town of Pittsford, Monroe County, New York, dated July 19, 2019, for the purpose of establishing a public highway, to be known as "Skylight Trail," in the Alpine Ridge Subdivision, Section 1, has been presented to the Town Board of the Town of Pittsford, together with a map thereof, and it appearing therefrom to the satisfaction to the Town Board that the lands so offered for dedication as a public highway have been and are properly offered and mapped and should be accepted as a public highway of said Town;

NOW, on Motion duly made and seconded, it is

RESOLVED, that the Town Board does hereby consent that a public highway, to be known as "Skylight Trail," in the Alpine Ridge Subdivision, Section 1, in the Town of Pittsford, Monroe County, New York be laid out in said Town of Pittsford, more particularly described as set forth on Schedule "A" annexed to said written offer, and the Town Superintendent of Highways is authorized to make an order laying out the lands described in said dedication; and it is further

RESOLVED, that the Town Board does hereby consent that the land comprising the aforesaid public highways be accepted in dedication.

KILBOURN PLACE LUXURY APARTMENTS – DISCUSSION

Supervisor Smith opened the discussion by noting that this agenda item is for the purpose of Town Board evaluation of data received from the developer of the proposed project. No vote or other action would be taken by the Board tonight. He noted that when and if the developer is in a position to bring this proposal back before the Town Board the Town would (a) publish formal legal notice of the continued hearing (since a hearing opened in September 2018 had been held open) and (b) would mail notice directly to the homes of all residents in the area likely to be affected by the development if it were to proceed.

The Supervisor noted that the data discussed tonight involves two distinct parcels: (a) the existing Kilbourn Place parcel; and (b) the adjacent Back Nine parcel. An Incentive Zoning law currently in place allows the builder to construct townhouses on the Kilbourn Place parcel. The builder now proposes to construct apartment buildings on the Kilbourn Place parcel and also on the Back Nine parcel. For this purpose, the application by the builder to the Town Board asks the Town Board to change the Incentive Zoning law covering the existing Kilbourn Place property to allow the builder's new plan. It also asks the Town Board to change the zoning on the Back Nine parcel to allow the new plan; this likely would be done, if approved, by expanding the footprint currently covered by the Incentive Zoning law to include the Back Nine parcel.

The Supervisor noted that in order to enact or change an Incentive Zoning law, the Town Board must be satisfied that the value of benefits to be provided to the Town by the builder is reasonably commensurate with the value of the incentives offered to the Builder by the Town.

For this reason the Supervisor, the Town Attorney, the Assessor and the Building/Planning Department head posed questions to the builder, Riedman Associates, the developer, regarding the revised proposal of Kilbourn Place. Questions included tax projections for the Town and the School District comparing what can be built at the site now to the proposed new project. The developer recently responded.

Following this summary of the background, the Supervisor opened the general discussion. He noted that the Pittsford Central School District had advised the Town and the builder that it does not view the proposed project as creating a capacity problem at the Allens Creek School. The District noted that enrollment at Allen Creek actually has been declining.

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The Supervisor then offered his own assessment.

- The tax analysis shows better revenue projections for the Town and School District under the new project proposed for the first 10 years. However, the Town Assessor estimates that after the 10 year mark the situation reverses, with better revenues to Town and School District from building the project currently permitted to be built. The Supervisor noted that the builder has stated that it will not be proceeding with the project currently approved in any event.
- The Supervisor does not consider the value of the benefits listed by the developer to be commensurate with the value of the incentives proposed to be provided by the Town.
- He does not see how the sound wall or the proposed segment of sidewalk would benefit the Town materially, although they benefit the builder by making the proposed project more marketable.
- Improvements to the interior of historic Wright House on the Kilbourn Place property, to turn it into a clubhouse for the proposed development, do not particularly benefit the Town. Preservation and rehabilitation of the house has already been accomplished as a component of the Incentive Zoning provisions approved to date. Turning the inside into a club, again, makes the project more attractive to prospective tenants, thereby constituting a benefit to the developer, not the Town.
- If the Board believes that it is in the best interests of the Town for the project to go forward, we might usefully look at a greater cash contribution from the builder in place of these proposed benefits he just discussed.
- He is concerned about developing the Back Nine parcel. Especially because of the elevation of the parcel, the mass and scale of the proposed construction appears to be inconsistent with the character and aesthetic of the area.

The Supervisor concluded by noting that the Town Board has several options with this proposal, among them, and in each case with improved benefits to the Town from the builder, approving the proposal for the existing Kilbourn Place parcel only, approving the whole project as presented, approving a scaled back project on one or both parcels, or not changing the existing Incentive Zoning law at all.

Deputy Supervisor Munzinger commented as follows:

- Agreed that the scale of the proposed development on the Back Nine property is too large;
- Is in favor of the sidewalk being installed;
- Concurs with the Supervisor's comment regarding the Wright House.

Councilmember Townsend commented as follows:

- Concurs with the Supervisor's comments. Considers that what the development offers as additional housing for seniors is a good thing;
- Concerned with the height and size of the proposal for the Back Nine property;
- Sound Wall does not have a meaningful or perceptible benefit to the Town based on statistics that indicate a decrease of only 3 – 4 decibels with sound walls;
- Concerned with having a 55+ market, but only outdoor parking – cannot see seniors cleaning off their cars in the winter months;
- Concerned with 10-year buildout and possible market changes over time;
- Concerned with community support for this project, given the response at the Library meeting and hearing 20 critical public comments and only one comment supporting the project;
- Does not want to deny project (or do nothing), but, still indicated concerns with the size and scale of the project.

Councilmember Koshykar commented as follows:

- Concurs with the Supervisor's concern about the value of the benefits offered to the Town;
- Would like to see the project scaled down and perhaps create a "pocket park" for use by development and neighbors in the Kilbourn area as a potential benefit of value;
- Would like to see the statistics that quantify the impact on the surrounding neighborhoods – how it could affect values of nearby residential properties.

Supervisor Smith indicated that the next step will be to summarize these comments and send them to the developer for consideration. Supervisor Smith reiterated that the Town will notify the public by direct mail to every

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home in the affected area, and by formal published legal notice, before any agenda item for action regarding this project is scheduled. At that time the public hearing would continue.

FINANCIAL MATTERS

PUBLIC COMMENTS

No public comments were offered regarding Financial Matters.

SURPLUS INVENTORY APPROVED

A Resolution to approve the list of Surplus Inventory submitted as recommended was offered by Deputy Supervisor Munzinger, seconded by Supervisor Smith, and voted on by members as follows: Ayes: Koshykar, Munzinger, Townsend and Smith. Absent: Beckford. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the following list of Surplus Inventory was approved to be removed from Town's inventory:

FEBRUARY SURPLUS INVENTORY LIST

<u>Asset #</u>	<u>Year</u>	<u>Description</u>	<u>Department</u>	<u>Cost</u>	<u>Disposition</u>
10060	1983	Calculator	Town Clerk	\$148.93	Junk
11044	1980	Radio Base Station	DPW	\$1,524.00	Auction
10251	1981	Radio Base Station	DPW	\$1,177.00	Auction
17724	2014	Motorola Radio	Code	\$300.00	Auction
18107	2016	Kenwood Radio	Code	\$575.24	Auction
10198	1999	Motorola Radio	Hwy	\$504.00	Auction
10200	1999	Motorola Radio	Hwy	\$504.00	Auction
13941	2003	Kenwood Radio	Hwy	\$575.00	Auction
13944	2003	Kenwood Radio	Hwy	\$575.00	Auction
14087	2003	Kenwood Radio	Hwy	\$575.00	Auction
14325	2004	Motorola Radio	Hwy	\$613.00	Auction
16081	2006	Kenwood Radio	Hwy	\$705.00	Auction
16087	2006	Kenwood Radio	Hwy	\$604.00	Auction
16096	2006	Kenwood Radio	Hwy	\$634.00	Auction
16118	2006	Kenwood Radio	Hwy	\$633.00	Auction
16119	2006	Kenwood Radio	Hwy	\$633.00	Auction
16130	2007	Kenwood Radio	Hwy	\$810.56	Auction
16142	2007	Kenwood Radio	Hwy	\$717.00	Auction
16395	2007	Chainsaw	Hwy	\$472.00	Junk
16411	2008	Kenwood Radio	Hwy	\$719.00	Auction
16412	2008	Kenwood Radio	Hwy	\$744.00	Auction
16453	2008	Kenwood Radio	Hwy	\$691.35	Auction

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16454	2008	Kenwood Radio	Hwy	\$691.00	Auction
16458	2009	Jump Box	Hwy	\$170.00	Junk
16466	2009	Kenwood Radio	Hwy	\$625.85	Auction
16729	2009	Kenwood Radio	Hwy	\$575.24	Auction
16729	2009	Kenwood Radio	Hwy	\$575.00	Auction
16971	2010	Radio Base Station	Hwy	\$1,787.61	Auction
16975	2010	Kenwood Radio	Hwy	\$691.00	Auction
16976	2010	Kenwood Radio	Hwy	\$727.00	Auction
16977	1010	Kenwood Radio	Hwy	\$691.00	Auction
16983	2010	International Brush Truck	Hwy	\$91,165.00	Auction
16984	2010	Jump Box	Hwy	\$252.19	Junk
16993	2010	Kenwood Radio	Hwy	\$575.24	Auction
16994	2010	Kenwood Radio	Hwy	\$575.24	Auction
17149	2011	Steel Service Cart	Hwy	\$133.99	Junk
17166	2011	Kenwood Radio	Hwy	\$621.59	Auction
17172	2012	Smart Level & Case	Hwy	\$154.36	Junk
17213	2012	Kenwood Radio	Hwy	\$550.00	Auction
17214	2012	Kenwood Radio	Hwy	\$550.00	Auction
17215	2013	Kenwood Radio	Hwy	\$550.00	Auction
17514	2013	Motorola Radio	Hwy	\$550.00	Auction
18108	2016	Kenwood Radio	Hwy	\$575.00	Auction
18111	2016	Kenwood Radio	Hwy	\$836.49	Auction
18272	2017	Big Wheel Creeper	Hwy	\$361.95	Junk
18813	2017	Kenwood Radio	Hwy	\$575.00	Auction
18990	2017	Kenwood Radio	Hwy	\$575.00	Auction
19569	2019	Kenwood Radio	Hwy	\$735.00	Auction
12539	1993	Motorola Radio	Parks	\$650.00	Auction
12895	2002	Conference Chair	Parks	\$194.01	Junk
13999	2002	Ariens Snowblower	Parks	\$1,125.00	Auction
14186	2003	Echo Hedge Clipper	Parks	\$239.99	Junk
14186	2003	Echo Hedge Clipper	Parks	\$240.00	Junk
14230	2005	Excell Power Washer	Parks	\$699.00	Junk
15974	2008	Motorola Radio	Parks	\$579.95	Junk
15988	2009	Hedge Trimmer Attachment	Parks	\$169.99	Junk
15999	2009	GE Microwave Over	Parks	\$119.00	Junk
16193	2007	Motorola Radio	Parks	\$523.00	Auction
16605	2009	Motorola Radio	Parks	\$576.00	Auction
16606	2009	Motorola Radio	Parks	\$576.10	Junk
17303	2011	Motorola Radio	Parks	\$512.00	Auction
17304	2011	Motorola Radio	Parks	\$512.25	Auction
18039	2015	Bobcat Auger Bit	Parks	\$300.00	Junk
18100	2015	Bobcat Auger Bit	Parks	\$457.00	Junk
18959	2017	Bobcat Skidsteer Loader	Parks	\$45,903.00	Trade-In
12515	1993	Motorola Radio	PSD	\$559.30	Auction
12516	1993	Motorola Radio	PSD	\$559.30	Auction
13800	1999	Motorola Radio	PSD	\$504.00	Auction

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13823	2000	Motorola Radio	PSD	\$504.00	Auction
14066	2003	Kenwood Radio	PSD	\$575.00	Auction
14174	2003	Kenwood Radio	PSD	\$575.00	Auction
14176	2003	Kenwood Radio	PSD	\$627.00	Auction
14209	2004	Motorola Radio	PSD	\$607.48	Auction
16800	2009	Motorola Radio	PSD	\$581.00	Auction
16805	2005	Motorola Radio	PSD	\$615.37	Auction
17280	2005	Motorola Radio	PSD	\$490.00	Auction
12908	2003	HP OfficeJet 6110	IT	345.31	Junk
14307	2006	Canon D320 Digital Copier	IT	398.00	Junk
15079	2005	HP LaserJet 1320NW	IT	503.35	Junk
15890	2010	Coin-Op for printer station	IT	1,928.00	Junk
16041	2006	HP LaserJet 1160	IT	301.00	Junk
16260	2006	Dell Latitude D520 Laptop	IT	1,648.80	Junk
16541	2008	Dell Latitude D630 Laptop	IT	1,429.19	Junk
16583	2009	Dell OptiPlex 755-4GB	IT	820.80	Junk
16596	2009	Dell OptiPlex 755-4GB	IT	820.80	Junk
16624	2009	HP DeskJet 6988	IT	90.00	Junk
16628	2009	HP LaserJet P2055DN	IT	349.00	Junk
16797	2010	Dell 19" Flat Panel	IT	193.59	Junk
16857	2010	Dell 19" Flat Panel	IT	193.59	Junk
16860	2010	Dell 19" Flat Panel	IT	193.59	Junk
16861	2010	Dell 19" Flat Panel	IT	193.59	Junk
16872	2010	Dell OptiPlex 780	IT	915.21	Junk
16874	2010	Dell OptiPlex 780	IT	915.21	Junk
16877	2010	Dell OptiPlex 780	IT	915.21	Junk
16906	2010	Dell OptiPlex 780	IT	915.21	Junk
16908	2010	Dell OptiPlex 780	IT	915.21	Junk
16916	2010	Dell Latitude E6510 Laptop	IT	1,625.44	Junk
17005	2010	Dell Latitude E6510 Laptop	IT	1,486.95	Junk
17020	2011	Dell OptiPlex 780	IT	883.50	Junk
17029	2011	Dell OptiPlex 780	IT	883.50	Junk
17051	2011	Dell OptiPlex 780	IT	883.50	Junk
17055	2011	Dell 19" Flat Panel	IT	171.78	Junk
17058	2011	Dell 19" Flat Panel	IT	171.78	Junk
17062	2011	Dell 19" Flat Panel	IT	171.78	Junk
17069	2011	Dell 19" Flat Panel	IT	171.78	Junk
17121	2012	Dell OptiPlex 990	IT	611.00	Junk
17122	2012	Dell OptiPlex 990	IT	611.00	Junk
17123	2012	Dell OptiPlex 990	IT	611.00	Junk
17124	2012	Dell OptiPlex 990	IT	611.00	Junk
17125	2012	Dell OptiPlex 990	IT	611.00	Junk
17126	2012	Dell OptiPlex 990	IT	611.00	Junk
17127	2012	Dell OptiPlex 990	IT	611.00	Junk
17129	2012	Dell OptiPlex 990	IT	611.00	Junk
17130	2012	Dell OptiPlex 990	IT	611.00	Junk
17131	2012	Dell OptiPlex 990	IT	611.00	Junk

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17132	2012	Dell OptiPlex 990	IT	611.00	Junk
17133	2012	Dell OptiPlex 990	IT	611.00	Junk
17418	2012	HP Officejet Pro 8600	IT	169.99	Junk
17423	2012	HP Officejet Pro 8600	IT	174.51	Junk
17480	2013	Dell OptiPlex 9010	IT	687.00	Junk
17481	2013	Dell OptiPlex 9010	IT	687.00	Junk
17482	2013	Dell OptiPlex 9010	IT	687.00	Junk
17483	2013	Dell OptiPlex 9010	IT	687.00	Junk
17484	2013	Dell OptiPlex 9010	IT	687.00	Junk
17485	2013	Dell OptiPlex 9010	IT	687.00	Junk
17486	2013	Dell OptiPlex 9010	IT	687.00	Junk
17488	2013	Dell OptiPlex 9010	IT	687.00	Junk
17489	2013	Dell OptiPlex 9010	IT	687.00	Junk
17490	2013	Dell OptiPlex 9010	IT	687.00	Junk
17491	2013	Dell OptiPlex 9010	IT	687.00	Junk
17492	2013	Dell OptiPlex 9010	IT	687.00	Junk
17493	2013	Dell OptiPlex 9010	IT	687.00	Junk
17494	2013	Dell OptiPlex 9010	IT	687.00	Junk
17495	2013	Dell OptiPlex 9010	IT	687.00	Junk
17497	2013	Dell OptiPlex 9010	IT	687.00	Junk
17540	2013	HP OfficeJet Pro 8600	IT	178.60	Junk
17542	2013	HP OfficeJet Pro 8600	IT	178.60	Junk
17623	2013	Dell Latitude E5430 Laptop	IT	1,500.00	Junk
17624	2013	Dell Latitude E5430 Laptop	IT	1,500.00	Junk
18175	2016	Smartphone-Samsung Galaxy S6	IT	129.99	Junk

\$222,467.93

BUDGET TRANSFERS APPROVED

A Resolution to approve the recommended budget transfers were offered by Deputy Supervisor Munzinger, seconded by Supervisor Smith, and voted on by the members as follows: Ayes: Koshykar, Munzinger, Townsend and Smith. Absent: Beckford. Nays: None.

The Resolution was declared carried as follows:

RESOLVED, that the following budget transfers are approved:

- That \$1,200.00 be transferred from 1.9950.9000.1.1 (WT – Transfer to Capital) to 1.2620.2007.10.1 (Bldg. Capital – Town Hall) to purchase new drinking fountains with bottle fill option.
- That \$9,000.00 be transferred from 1.9950.9000.1.1 (WT – Transfer to Capital) to the Turf Maintenance Capital Reserve Fund per the contract agreement with Pittsford Central School District.

FEBRUARY VOUCHERS APPROVED

Following an inquiry by Councilmember Townsend, and a confirmation by Commissioner Schenkel, that purchases of the radios and the Ford vehicle were both taken from state contract bid prices, a Resolution to approve the February, 2020 vouchers was moved by Supervisor Smith, seconded by Deputy Supervisor

Minutes of the Town Board for February 25, 2020

Munzinger, and voted on by the members as follows: Ayes: Koshykar, Munzinger, Townsend and Smith.
Absent: Beckford. Nays: None.

The Resolution was declared carried as follows:

RESOLVED, that the February 2020 vouchers No. 145658 through No. 146144, in the amount of \$3,504,582.05 are approved for payment.

RECREATION MATTERS

PUBLIC COMMENTS

No public comments were offered regarding Recreation Matters.

ARBOR DAY/EARTH DAY EVENT

Councilmember Townsend discussed proposed arrangements for a collaborative event, "Arbor Day/Earth Day/Save the Frogs," as follows:

Date:	April 25, 2020	
Time:	10:00 a.m. – 2:00 p.m.	
Location:	Village Hall with rain/snow alternate location at Spiegel Community Center (rooms 107 & 113) Zero waste collection and weigh-in on Town's property across the street from the Village Hall	
Program:	10:00 a.m. – 10:15 a.m.	Proclamations by Mayor Corby and Supervisor Smith
	10:15 a.m. – Noon	Fair with educational tables and entertainment Seedling distribution Nature craft activities Zero waste collection and weigh-in Tree walk through Village with Mayor Corby Food served by American Legion Nature symposium with panel presentations and discussions
	Noon	Fair and food service end Nature Preserve walk led by Mayor Corby and Supervisor Smith
	Noon – 2 p.m.	Zero waste collection and weigh-in Nature symposium with panel presentations and discussions

Proposed Costs:	Zoomobile	\$275
	Sky Sands	\$250
	Swamp Moose	\$125
	Seedlings	\$140
	Refreshments	\$250
	Animal Entertainer	\$150
	Gloves & bags for Zero-waste initiative	\$ 50

TOTAL: \$1,240 (\$620 Village/\$620 Town)

Councilmember Townsend noted that costs for the poster advertising will be determined in consultation with the Town Communications Director and approval by the Town and Village.

Minutes of the Town Board for February 25, 2020

This event continues the previous Village/Town collaboration for Arbor Day/Environment Day. Supervisor Smith indicated that the Town's half of the overall cost to be shared between Town and Village, \$620.00, is within the Recreation Budget for this year. .

PUBLIC COMMENTS

Susan Gould, 35 Carriage Court, suggested that the Town might engage Pittsford school students to design a poster for the Arbor Day/Earth Day Event.

PERSONNEL MATTERS

PUBLIC COMMENTS

No public comments were offered.

HIRING RECOMMENDATIONS APPROVED

Pursuant to a recommendation submitted and reviewed, a Resolution to approve the proposed new hires and status change and salary change for a particular employees was offered by Deputy Supervisor Munzinger, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Koshykar, Munzinger, Townsend and Smith. Absent: Beckford. Nays: None.

The Resolution was declared carried as follows:

RESOLVED, that the following employees are approved for the date of hire as indicated below:

Name	Dept	Position	Rate	Date of Hire
Sharon McCabe ***Rehire after retirement***	Hwy	Dispatcher – Part Time	\$17.70	02/05/2020
Timothy Ward	Hwy	Mechanics Helper – Full Time	\$20.19	02/07/2020

And be it further

RESOLVED, that the Town Board approves the status and salary change for the following employee:

Name	Position	Reason for Change	Rate	Effective Date
James Byrne	Librarian I PT	Library Certification	\$27.83	01/13/2020
Collin Storrar	HWY-MEO III FT	Promotion	\$20.19	02/25/2020
Michael Hook	HWY-MEO III FT	Promotion	\$20.19	02/25/2020

TRAINING ATTENDANCE APPROVED

A Resolution to approve attendance at the Monroe County 2020 Spring Land Use Decision Making Training for our three of our volunteer board members was offered by Councilmember Townsend, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Koshykar, Munzinger, Townsend and Smith. Absent: Beckford. Nays: None.

The Resolution was declared carried as follows:

RESOLVED, that the following volunteer board members are approved to attend the Monroe County 2020 Spring Land Use Decision Making Training: Julie Marcellus, Environmental Board; James Pippin, Environmental Board; and Phil Castleberry, Zoning Board of Appeals. This training is scheduled for Thursdays, April 23rd, April 30th and May 7th, 2020 from 4:30 p.m. to 9:00 p.m. at Monroe Community College, at a budgeted cost of \$40 per session.

OTHER BUSINESS

Active Transportation Plan – Supervisor Smith, in response to Councilmember Koshykar's inquiry, indicated that a quote has just been received for the incorporation of the final comments into the plan, so that a public hearing can

Minutes of the Town Board for February 25, 2020

be set to review and approve the final plan. The Town and Village seek to have this done shortly, to get on with final adoption of the plan following public hearing.

Councilmember Koshykar thanked the staff that she has been in contact with regarding live streaming and indicated that she would like to see this move forward within the next month, given that the cost is less expensive now.

PUBLIC COMMENTS

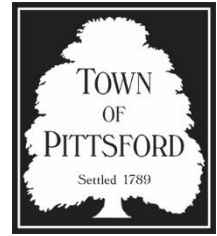
No additional residents offered comments.

As there was no further business, the Supervisor adjourned the meeting at 6:50 P.M.

Respectfully submitted,

Linda M. Dillon
Town Clerk

MEMORANDUM



To: Pittsford Town Board

From: Paul Schenkel - Commissioner of Public Works

Date: February 17, 2020

Regarding: Authorize Farm Leases on Town Owned Land

For Meeting On: March 3, 2020

Ladies and Gentlemen:

For years the Town of Pittsford has leased certain parcels of Town-owned land to local farmers, for the purpose of keeping this land under cultivation, as contemplated by the Town's Greenprint.

Property

12.5 acres in the Autumn Ridge Subdivision
57.5 acres on the Royal Coach property

Tenant Farmer

Robert Lehman

8.0 acres on Knickerbocker Road
15.0 acres on Laureldale Drive

Larry Knickerbocker

7.0 acres on Tobey Road
10.0 acres on Stone Road
26.0 acres in the Isaac Gordon Nature Park
19.0 acres Heather Heights
5.5 acres on Willard Road

Marc Krieger

18.0 acres on Hedgewood Lane

Marc Silco

In the event the Town Board determines that the proposed action should be taken, the following resolution would be appropriate.

Resolved, that the Supervisor is authorized to execute farm leases with the following farmers upon receipt of certificates of insurance, from January 1, 2020 through December 31, 2022 in the amount of \$25.00 per acre, per year:

Robert Lehman	12.5 acres in the Autumn Ridge Subdivision 57.5 acres on the Royal Coach Property \$1,750 Total
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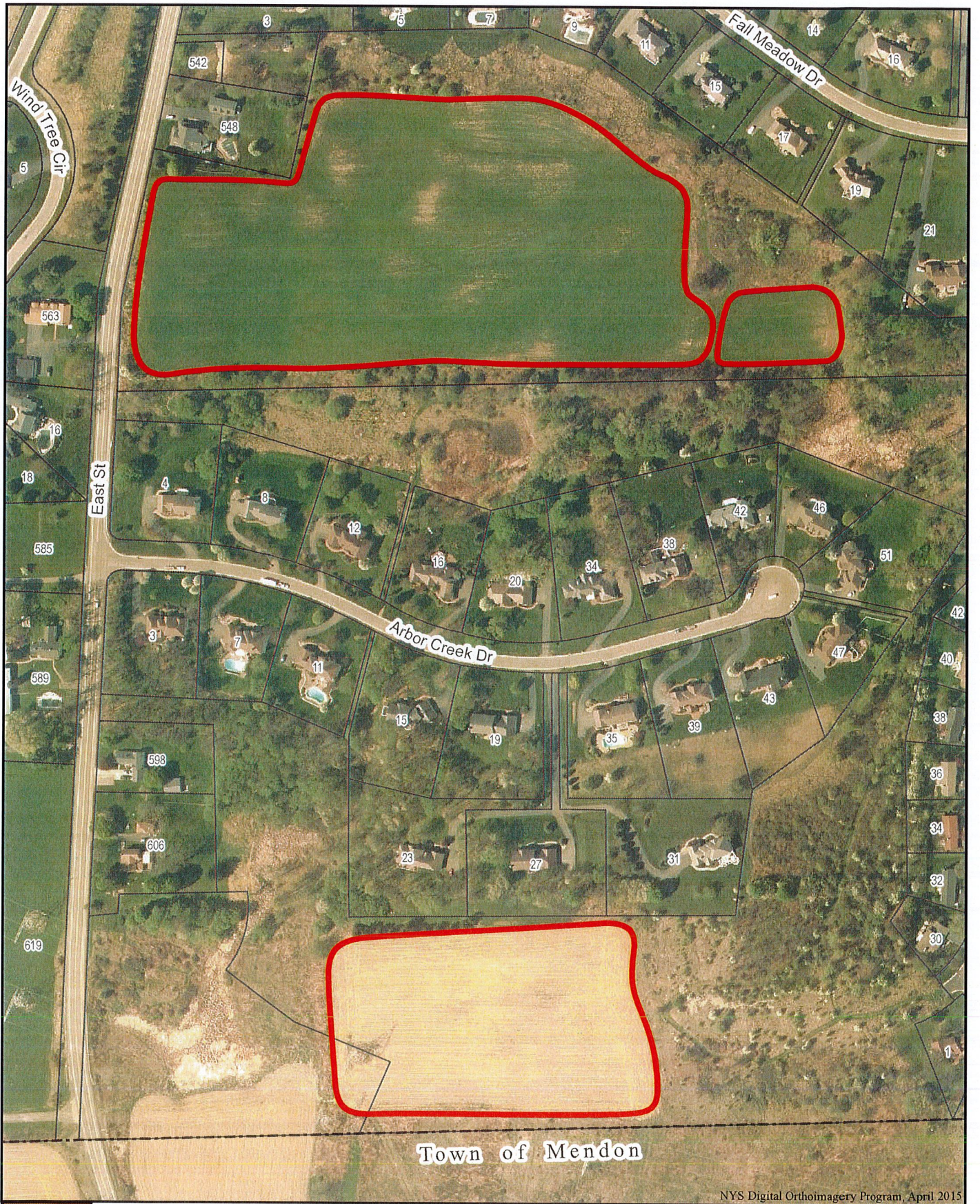
Larry Knickerbocker	8.0 acres on Knickerbocker Road 15.0 acres on Laureldale Drive \$575.00 Total
---------------------	---

Marc Kreiger

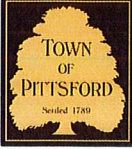
7.0 acres on Tobey Road
10.0 acres on Stone Road
26.0 acres in the Isaac Gordon Nature Park
19.0 acres Heather Heights
5.5 acres on Willard Road
\$1,687.50 Total

Mike Silco

18.0 acres on Hedgewood Lane
\$450.00



NYS Digital Orthoimagery Program, April 2015



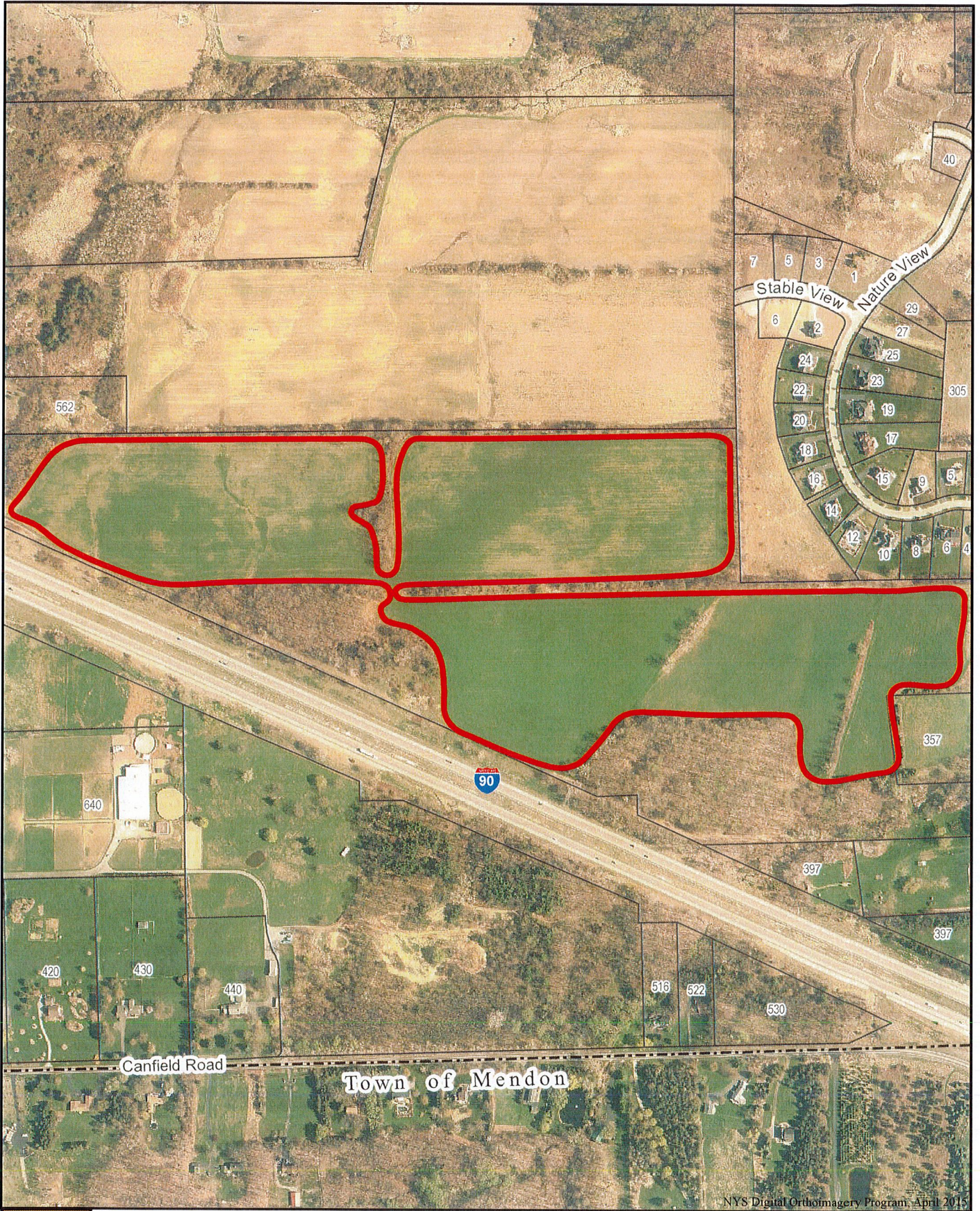
**Autumn Ridge Subdivision
Farm Lease
Town of Pittsford**



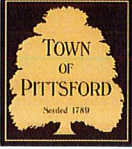
Farm Lease



1" = 250'



NYS Digital Orthoimagery Program, April 2015



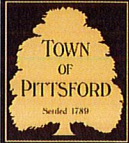
**Royal Coach Property
Farm Lease
Town of Pittsford**



1" = 500'



NYS Digital Orthoimagery Program, April 2015

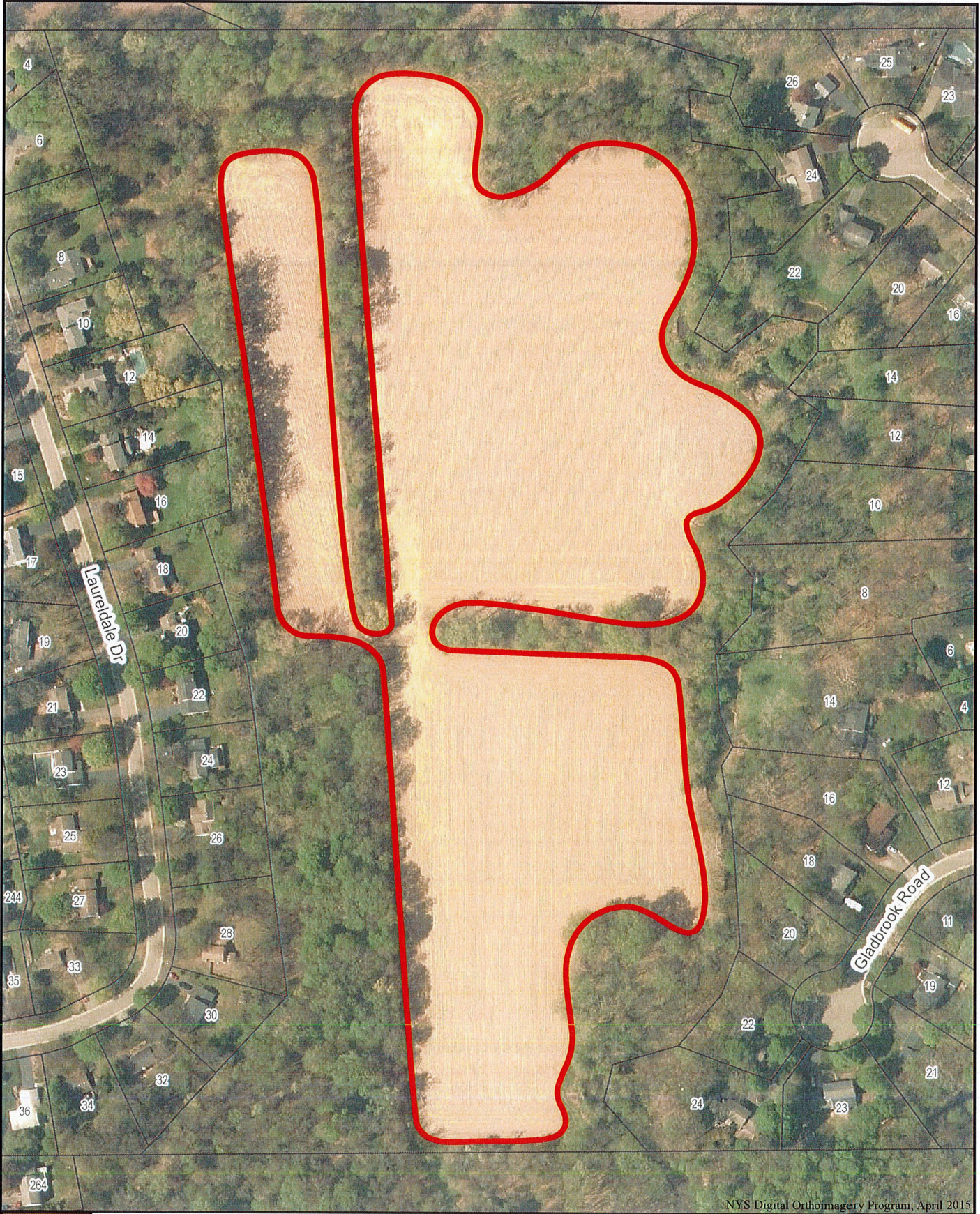


**Knickerbocker Road
Farm Lease
Town of Pittsford**

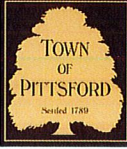
 **Farm Lease**



1" = 150'



NYS Digital Orthoimagery Program, April 2015



**Laureldale Dr
Farm Lease
Town of Pittsford**

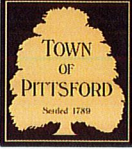
 **Farm Lease**



1" = 200'



NYS Digital Orthoimagery Program, April 2015



**Tobey Road
Farm Lease
Town of Pittsford**

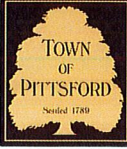
 **Farm Lease**



1" = 150'



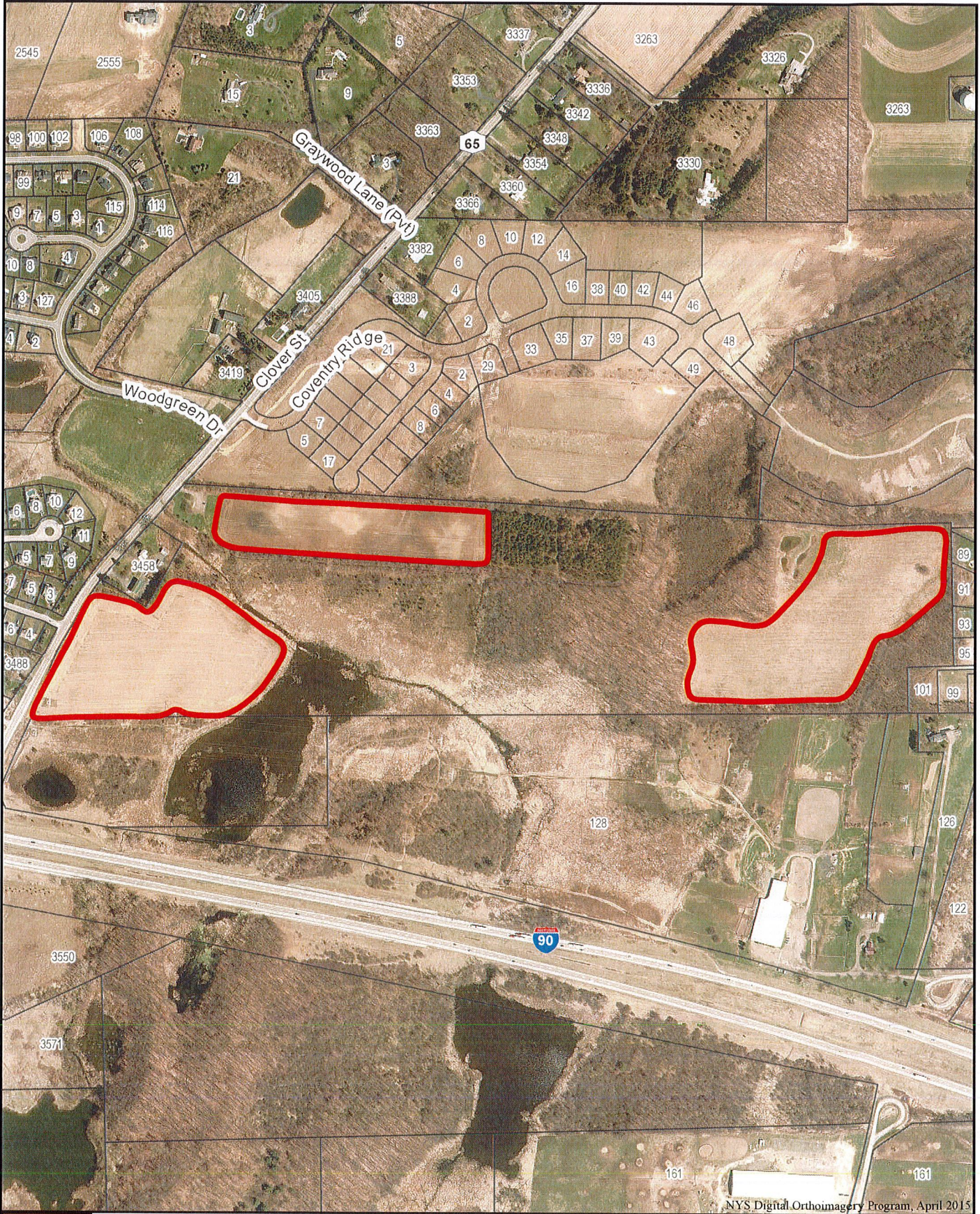
NYS Digital Orthoimagery Program, April 2015



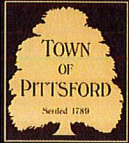
**Stone Road
Farm Lease
Town of Pittsford**



1" = 150'



NYS Digital Orthoimagery Program, April 2015



**Isaac Gordon Nature Park
Farm Lease
Town of Pittsford**

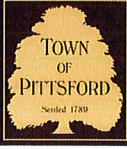
 Farm Lease



1" = 600'



NYS Digital Orthoimagery Program, April 2015

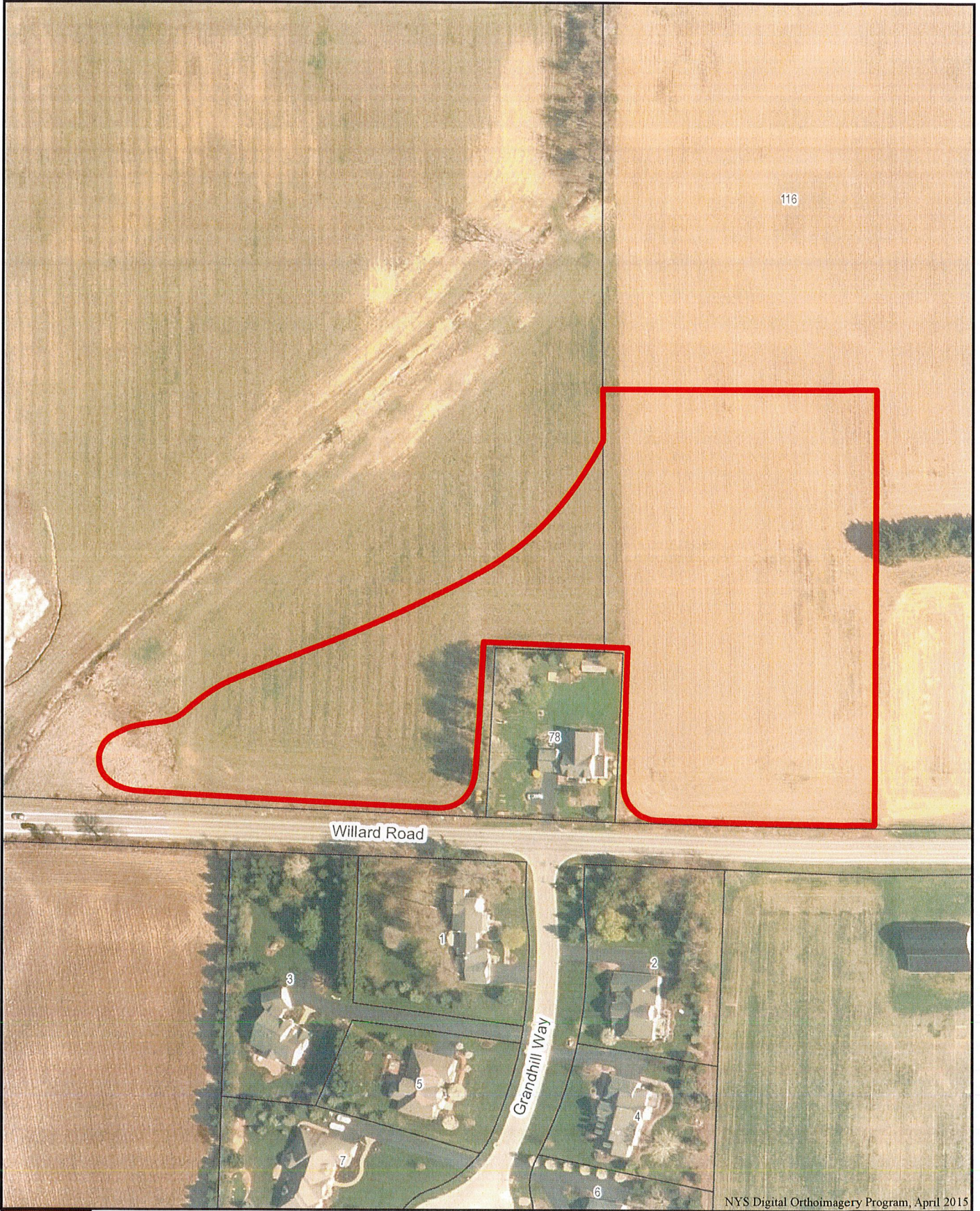


**Heather Heights
Farm Lease
Town of Pittsford**

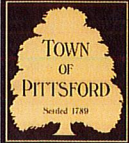
 Farm Lease



1" = 250'



NYS Digital Orthoimagery Program, April 2015

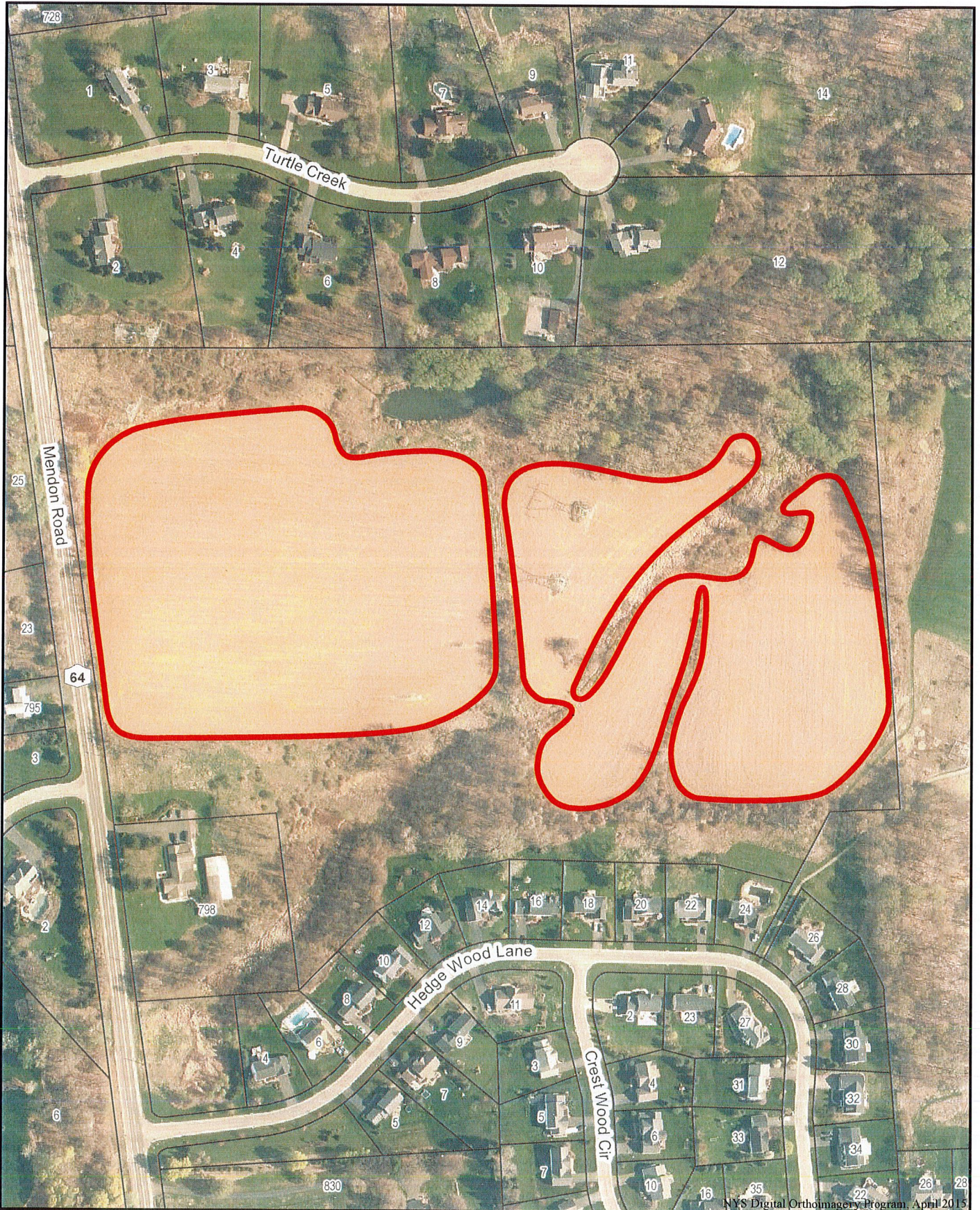


**Willard Road
Farm Lease
Town of Pittsford**

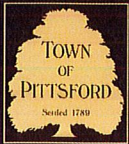
 **Farm Lease**



1" = 150'



NYS Digital Orthoimagery Program, April 2015



**Hedge Wood Lane
Farm Lease
Town of Pittsford**

 **Farm Lease**



1" = 250'

FARM LEASE

THIS AGREEMENT is made as of the 12 day of 2020, _____ between the TOWN OF PITTSFORD, a municipal corporation with its offices located at 11 South Main Street, Pittsford, New York (hereinafter the "Lessor") and **Marc Krieger of 135 Willard Road, Pittsford, Monroe County, New York 14534** (hereafter the "Lessee").

1. Property and Term. Lessor hereby demises and leases to Lessee and Lessee does hereby hire and take from the Lessor certain land presently owned by Lessor, located at the property, **Willard Road consisting of approximately 5.5 acres** and appurtenances thereto (the "Property") as more particularly described on Exhibit A attached hereto and made part hereof for a term **beginning on January 1, 2020 and ending on December 31, 2022**.

2. Rent. Lessee covenants to pay Lessor a **rent in the amount of \$175.00**, payable without notice, demand or offset on November 30 of each year of the three (3) year Lease. There shall be a late charge of five percent (5%) if payment in full is not made by the due date. Payments not made within fifteen (15) days of the due date shall accrue interest at fifteen percent per annum (15%) from the date when due.

3. Use. Lessee shall use the Property for farming purposes and for no other purposes whatsoever. Lessee agrees to manage the farm in a good and husband like manner, and with special regard to such portions thereof as are arable. **Lessee shall adhere to erosion control requirements as specified in the USDA Soil Conservation Service "Conservation Compliance Plan" for the Property in addition to other soil erosion control requirements as may be set forth by the Lessor.** Lessee agrees to keep the Property in good order and repair for farming purposes. Lessor reserves the right to erect signs on the Property designating it as Lessor-owned land. Lessee shall erect no signs on the property or construct any improvements thereon without the consent of Lessor. Lessor will not assume responsibility for damage to the crops by the public.

4. Liability Insurance: Indemnification. During the term of the Lease and any extension thereof, Lessee agrees to maintain and to pay for the following insurance, with an insurance company or companies, licensed to do business in the State of New York.

At least \$2,000,000 general liability for personal injury per accident or occurrence
At least \$100,000 property damage

Lessee shall deliver a copy of such policy or an appropriate certification of insurance to the Lessor prior to the execution date of this Lease and thereafter a similar copy of a certificate annually prior to the anniversary date of the execution of this Lease. All such policies shall provide that Lessor is named as an additional insured and that such insurance may not be cancelled unless Lessor and any other insured is notified in writing not less than thirty (30) days prior to any such cancellation.

Lessee agrees that, except for the negligence or willful misconduct of the Lessor or its agents, employees and invitees, it will indemnify and save Lessor harmless from and against any and all liabilities, losses, damages, costs, expenses, (including attorneys' fees), suits, judgments and claims for injury or damage to person or property, arising during the term out of the use, occupation, operation, possession or control by the Lessee of the Property. Lessee's obligation under this section shall survive the termination of the Lease.

5. Assignment and Subletting. This Lease shall not be assigned nor shall all or any portions of the Property be sublet without the consent of Lessor. Any attempted assignment or sublet shall be void.

6. Leaf Composting. Lessor has the right to from time to time have leaf compost incorporated into the soil on the Property. In determining when to incorporate leaf compost, Lessor shall consider site conditions, crop rotations and Lessee's availability to assist. Lessee agrees to cooperate in incorporating the leaf compost into the soil provided that Lessor shall be responsible for:

- (a) delivery of compost to a mutually agreed upon portion of the site;
- (b) providing a front-end loader and spreader for use in spreading of the compost;
- (c) providing soil testing prior and subsequent to spreading and incorporation of the compost;

(d) providing materials necessary for balancing soil nutrients if testing reveals significant need for correction.

Lessee shall be responsible for:

(a) providing a tractor and operator for spreading of the compost, being compensated by Lessor at a total rate of Twenty-Five Dollars (\$25.00) per hour for the tractor and operator and Ten Dollars (\$10.00) per hour for a loader operator if required;

(b) spreading compost at a uniform application depth not to exceed two inches (2"); and

(c) incorporation of the compost into the farmland soils.

7. Compliance with Laws. Lessee, in the use, occupation, operation, possession and control of the Property, shall comply with all requirements of all laws, orders, ordinance, rules and regulations of federal, state, county, town and municipal authorities and with any direction of any public officer or officers, pursuant to law.

8. Mechanics Liens. Lessee shall not allow liens to be filed against the Property, or Lessee's interest in the Property by reason of work, labor, services or materials supplied to Lessee. If any such Lien shall at any time be filed, Lessee shall cause the same to be discharged of record or bonded within thirty (30) days after the date of filing. If Lessee shall fail to discharge or bond any such lien within such period then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, procure its discharge.

9. Events of Default. Any or more of the following events shall constitute an "Event of Default":

(a) failure of Lessee to pay all rent within ten (10) days after written notice to Lessee that rent is past due; or

(b) failure of Lessee to perform or comply with any of the other terms, covenants or conditions of this Lease, within twenty (20) days after written notice thereof from Lessor to Lessee, except that in connection with an Event of Default, other than those referred to in the paragraph (a) of this Section, not susceptible of being cured with due diligence within twenty (20) days, the time for Lessee to cure shall be extended for such time as may be necessary to cure with all diligence, provided that Lessee commences property and proceeds diligently to cure and further provide that such period of time shall not be so extended as to subject Lessor to any civil or criminal liability or forfeitures; or

(c) If Lessee shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, imposition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties or of the Property; or

(d) if within sixty (60) days after the commencement of any proceeding against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of Lessee, of any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties or of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated.

10. Remedies.

(a) Right to Terminate. If an Event of Default occurs and is not cured within any applicable grace period, Lessor may give written notice to Lessee specifying the Event of Default and stating that this lease and the term shall expire and terminate on the date specified in the notice, which date shall be at least ten (10) days after the date of this notice. Upon the date specified in the notice this Lease and the term, and all rights of Lessee under this Lease, shall terminate.

(b) Right to Re-enter. If any Event of Default occurs and is not cured within any applicable grace period, Lessor may: (a) immediately or at any time re-enter the Property, or any part thereof, by summary proceeding or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damage therefore; or (b) repossess the same, and remove any persons or property therefrom, using such force as may be necessary, without being in any manner guilty of trespass, eviction or forcible

entry or detainer, and without relinquishing Lessor's right to Rent or any other right given Lessor by this Lease or by operation of law.

(c) Right to collect Accrued Rent. In the event of any termination of this Lease by the Lessor, Lessee shall thereupon pay to Lessor all rent and any other amounts payable by Lessee to Lessor up to the time of such termination of this Lease and shall also pay to Lessor any damages that Lessor incurs including reasonable attorney's fees and associated court costs. Notwithstanding any such termination, Lessee shall remain liable for all rents remaining as if the Lease had not been terminated, and Lessor's reasonable attorneys' fees in the connection with such termination.

(d) Remedies Cumulative. Nothing in this section shall limit or preclude the recovery by Lessor from Lessee of any sums or damages, Lessor may lawfully be entitled by reason of the occurrence of any Event of Default including reasonable attorney's fees and associated court costs. The remedies specified in this section are cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity or by statute or otherwise, and the exercise by Lessor of any one or more of the rights or remedies provided for in this Section or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies provided for in the Lease or now or hereafter existing at law in equity or by statute or otherwise.

11. No Waiver. No failure by Lessor to insist upon the strict performance of any term, covenant or condition of this Lease or to exercise any right or remedy, and no acceptance of full or partial rent during the continuance of any breach shall constitute a waiver of any such breach or of any such term, covenant or condition.

12. Entry onto Property. Lessor shall have the right to enter onto the property upon reasonable prior notice to Lessee during ordinary business hours, or at any time in case of emergency, for the purpose of inspecting the Property or Lessee's compliance with laws, or to show the Property to any prospective purchaser or mortgagee.

13. Limitation of Liability. It is understood and agreed that Lessee shall look solely to the interest of Lessor in the Property for the satisfaction of Lessee's remedies for the collection of a judgment (or other judicial process) requiring payment by the Lessor in the event of any default or breach by Lessor with respect to any of the terms, covenants or conditions of the Lease to be observed or performed by the Lessor, and any other obligations of Lessor created by or under this Lease, and no other property or assets of Lessor shall be subject to levy, execution or other enforcement procedures for the satisfaction of Lessee's remedies.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first set forth above.

LESSOR:

TOWN OF PITTSFORD, NEW YORK

William A. Smith, Supervisor

LESSEE:

MARC KRIEGER



MEMORANDUM

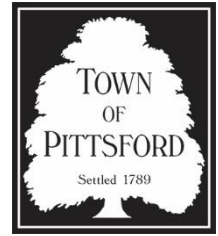
To: Pittsford Town Board

From: Paul Schenkel - Commissioner of Public Works

Date: February 17, 2020

Regarding: Authorization for NYS-DOT In Regard to Repaving Jefferson Road

For Meeting On: March 3, 2020



Ladies and Gentlemen:

The New York State Department of Transportation plans to pave Route 96 (Jefferson Road) this summer from Mitchell Road in Pittsford to Garnsey Road in Perinton. The work would require NYS-DOT to raise the level of one manhole cover that is property of the Town of Pittsford. In order for this work to proceed, the Town, acting on behalf of the Pittsford Sewer District, needs to authorize by Town Board resolution the proposed adjustments to the manhole cover.

For this purpose, in the event the Town Board determines the proposed action advisable, the following resolution would be appropriate:

RESOLVED, that the Town Supervisor be and hereby is authorized to grant to New York State permission to adjust Town owned infrastructure as it relates NYS-DOT's paving project of Route 96 (Jefferson Road) from Mitchell Road to the Town of Perinton (P.I.N. 4096.68.321)

Resolution Granting the State of New York Authority to Perform the Adjustment for the Owner and Agreeing to Maintain Facilities Adjusted Via State-let Contract

RESOLUTION

Resolution # _____

WHEREAS, the New York State Department of Transportation proposes the construction, reconstruction, or improvement Route 96 MbC from Mitchell Road to Garnsey Road, Towns of Perinton and Pittsford, Monroe County, **P.I.N. 4096.68.321**, and

WHEREAS, the State will include as part of the improvements of the above mentioned project, adjust approx. one (1) sanitary manhole elevation, so as to not be in conflict with the proposed construction. The work will be performed in accordance with the requirements of the owner, under Section 10, Subdivision 24, of the State Highway Law, as shown in the contract proposal relating to the project, and

WHEREAS, the service life of the adjusted and or replaced utilities has not been extended, and

WHEREAS, the State will provide for the performance of the above mentioned work, as shown in the contract proposal relating to the above mentioned project.

NOW, THEREFORE,

BE IT RESOLVED: That the **Pittsford Sewer District** approves the adjustment or relocation of their sanitary sewer main, force main, and manhole elevation adjustments for the above mentioned work performed on the project, as described in the project proposal relating to the project and that the **Pittsford Sewer District** will maintain or cause to be maintained the adjusted facilities performed as above stated and as shown on the contract plans.

BE IT FURTHER RESOLVED that the **Supervisor** has the authority to sign any and all documentation that may become necessary as a result of this project as it relates to the **Pittsford Sewer District** and

BE IT FURTHER RESOLVED: That the secretary to the **Pittsford Sewer District** is hereby directed to transmit five (5) certified copies of the foregoing resolution to the New York State Department of Transportation.

Moved By:
Seconded By:
Vote:

I, _____, duly appointed and qualified Secretary of the **Pittsford Sewer District**, do hereby CERTIFY that the foregoing resolution was adopted at a meeting duly called and held in the office of _____, a quorum being present on the _____ day of _____, 2020, and that said copy is a true, correct and compared copy of the original resolution so adopted and that the same has not been revoked or rescinded.

WITNESSETH, my hand and seal this _____ day of _____.

Name, title

(PSD Raised Seal)

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT**

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No.: 4096.68.321	F.A. Project No.: Z2304096683
ROW Declaration No.:	Map Nos.:
Parcel Nos.:	County of: Monroe
Contract No.: D263903	

Project Description: Route 96 MbC from Mitchell Road to Garnsey Road, Towns of Perinton and Pittsford, Monroe County

necessitates the adjustment of utility facilities as hereinafter described, the owner, Pittsford Sewer District, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note entitled "Coordination with the Utility Schedule", and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

I. **Existing Facilities** (describe type, size, capacity, location, etc.)

Pittsford Sewer District owns and operates underground sanitary facilities and related appurtenances, presently located on State Right-of-Way, as shown on the plans for the proposed transportation project, are in the way of construction and shall be adjusted/relocated as follows:

The State's contractor will adjust approx. one (1) sanitary manhole elevation, per attached Utilities Special Note Ref 4-A.

_____ estimates the above facility relocations will cost \$ _____.
(company's name)

II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
- Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. **Physical Adjustment Method** (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

IV. **Betterment, Salvage, and Depreciation Credits Due the Project** (check appropriate boxes):

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows:
 - The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
 - The owner hereby agrees to deposit with the Comptroller of the State of New York the amount of \$_____ to cover the cost of the betterment as described above.
 - The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. **General Covenants**

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT**

VI. References

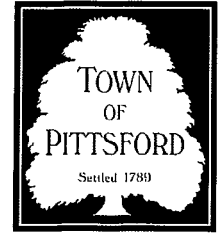
The following documents are herewith incorporated in this agreement by reference (check appropriate boxes)

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number D263903
PIN: 4096.68.321
Plan sheets No. MST-03, TSP-01A thru TSP-04A
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name) Owner or Agent (Signature) Title Date

For NYSDOT Commissioner of Transportation Title Date

MEMORANDUM



To: Pittsford Town Board

From: Paul Schenkel - Commissioner of Public Works

Date: February 27, 2020

Regarding: Set Bid Date for Refuse and Recycling Services for Town Owned Facilities

For Meeting On: March 3, 2020

Ladies and Gentlemen:

Our current contract for refuse and recycling services will expire at the end of May 2020. The contract covers pickup of dumpster, toter, and recycling at various Town owned facilities. The bid is for a contract period of two years with the option of two additional one year extensions for the same bid amount. I would like to request that the Town Board set a bid date for the Refuse and Recycling Services for Town Owned Facilities for April 9, 2020 at 11:00 a.m. in the Department of Public Works.

In the event the Town Board determines that the proposed action should be taken, the following Resolution is suggested:

Resolved, that the Town Board sets a bid opening date for April 9, 2020, for Refuse and Recycling Services for Town Owned Facilities.

Timeline for:
2020 Refuse and Recycling for Town Facilities Bid Process

February 27, 2020 - Bid Date Resolution Due for Town Board Agenda

March 3, 2020 - Bid Date set at Town Board meeting

March 4, 2020 - BP Post submittal to Linda Dillon to submit to BP Post

March 12, 2020 - Bid appears in BP Post & Posted to Town Website

March 12, 2020 -Vendor packages sent or available @ Town Hall

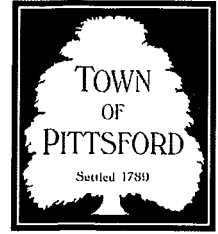
April 9, 2020 - Bid opening date at Town Hall

April 16, 2020 - Successful Bidder resolution due for Town Board Agenda

April 21, 2020 – Town Board Approves successful bidder

April 22, 2020 – Notice to Proceed letter and execution of contract

MEMORANDUM



To: Pittsford Town Board

From: Paul Schenkel - Commissioner of Public Works

Date: February 17, 2020

Regarding: Set Bid Date for Bagged, Bundled, and Containerized Yard Debris

For Meeting On: March 3, 2020

Ladies and Gentlemen,

Our contract with Lakeside Roll-off for the pickup of bagged, bundled, and containerized yard debris expired at the end of 2019. As you may recall, this is the service that we provide residents on a weekly basis to supplement our loose brush and leaf pickup. The contract typically runs for two years with the option of two additional one year extensions. The pickup runs from April until the end of November. We pay the contractor based on a per ton price. Since 2016, we have been paying \$144.35 per ton and prior to that the rate was \$132.57. We have budgeted for the potential of an increase.

I recommend that Town Board authorize that a bid date be set for Thursday, March 26, 2020 at 11:00 AM for the Bagged, Bundled, and Containerized Yard Debris Pickup.

In the event the Town Board determines that the proposed action should be taken, the following Resolution is suggested:

Resolved, that Town Board authorizes that a bid date be set for Thursday, March 26, 2020 at 11:00 AM for the Bagged, Bundled, and Containerized Yard Debris Pickup.

Timeline for:

2020 Bagged, Bundled, and Containerized Bid Process

February 27, 2020 - Bid Date Resolution Due for Town Board Agenda

March 3, 2020 - Bid Date set at Town Board meeting

March 4, 2020 – Legal Notice to Linda Dillon to submit to BP Post

March 12, 2020 - Bid appears in BP Post & Posted to Town Website

March 12, 2020 -Vendor packages sent or available @ Town Hall

March 26, 2020 - Bid opening date at Town Hall

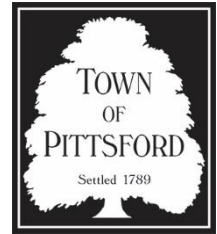
April 2, 2020 - Successful Bidder resolution due for Town Board Agenda

April 7, 2020 – Town Board Approves successful bidder

April 14, 2020 – Bonds and Insurance in place

April 15, 2020 – Notice to Proceed letter and execution of contract

MEMORANDUM



To: Pittsford Town Board

From: Cheryl Fleming, Personnel Director

Date: February 27, 2020

Regarding: Amendment to February 25 Resolution for Hiring/Personnel Adjustments and Recommendations for Hiring/Personnel Adjustments

For Meeting On: March 3, 2020

AMENDMENT:

Amendment to February 25 Resolution for Hiring/Personnel Adjustments:
Due to a typographical error in the rate and effective date for the status and salary change for James Byrne, Librarian I PT in the Resolution of February 25, I am recommending that an amendment to that Resolution be made as follows. This amendment changes the rate from \$27.83 to \$23.12 and the effective date from 1/13/2020 to 2/25/2020 to correctly state the terms for the employee involved.

RESOLVED, that the Town Board approves the status and salary changes for the following employee:

Name	Position	Reason for Change	Rate	Effective Date
James Byrne	Librarian I PT	Librarian Certification	\$23.12	02/25/2020

RESOLUTION FOR STATUS/SALARY CHANGE

The following employee(s) are recommended for a status change and/or salary change due to a change in status.

Name	Position	Reason for Change	Rate	Effective Date
Joshua Butler	Laborer	CDL – Class B	\$18.63	03/02/2020
Bryan Dahar	Sewer Specialist II- FT	Promotion	\$23.12	03/09/2020
Matt Schneider	Sewer Specialist II- FT	Promotion	\$23.12	03/09/2020
AJ VanScott	Sewer Specialist II- FT	Promotion	\$23.12	03/09/2020

Should the Board approve the above recommendations and personnel adjustments, the following resolution is being proposed, RESOLVED, that the Town Board approves the status and salary changes for the following employee(s):

Name	Position	Reason for Change	Rate	Effective Date
Joshua Butler	Laborer	CDL – Class B	\$18.63	03/02/2020
Bryan Dahar	Sewer Specialist II- FT	Promotion	\$23.12	03/09/2020
Matt Schneider	Sewer Specialist II- FT	Promotion	\$23.12	03/09/2020
AJ VanScott	Sewer Specialist II- FT	Promotion	\$23.12	03/09/2020

In the event the Town Board determines that the proposed action should be taken, I move that the subject employees be approved for the date of status change as indicated.