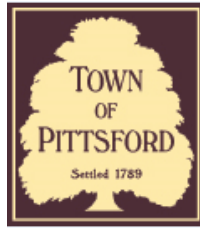


SUPERVISOR
William A. Smith, Jr.



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

TOWN BOARD AGENDA

Tuesday, June 16, 2020 – 6:00 pm
Meeting by Online Video with Public Access

Page 1 of 2

REVISED*

Call to Order

Pledge of Allegiance

Public Hearing

Local Law #4 of 2020 – Town Code Change to updated Computer System Security Breach Notification Policy

Minutes

*Minutes of the Meeting of May 26, 2020

Minutes of the Meeting of June 2, 2020

Legal Matters

Public Comment

Kilbourn Place – Set date for Public Hearing on July 7, 2020

Resolution authorizing CCA Administrator to solicit bids and approving a form of Electricity Supply Agreement

Financial Matters

Public Comment

Vouchers

Operational Matters

Public Comment

Set Public Hearing:

- Country Club Estates Refuse District
- Heritage Woods Refuse District
- Walnut Hill Refuse District

Personnel Matters

Public Comment

Hiring Resolution

Other Business

Public Comment

Adjournment

**Instructions for viewing meeting and offering comments
on attached page 2**

How to view the meeting:

1. Zoom

- In your web browser, go to

<https://townofpittsford.zoom.us/j/88258251366?pwd=K3ZvbWcwclh0RFN4R25sYTlaSHFadz09>

You will be connected to the meeting.

2. Telephone

- You can access the meeting by phone. Use any of the numbers below, then enter the meeting ID and password when prompted. The Meeting ID is 882 5825 1366. No password is necessary.

(929) 205-6099

(312) 626-6799

(253) 215-8782

(301) 715-8592

(346) 248-7799

(669) 900-6833

3. Comments

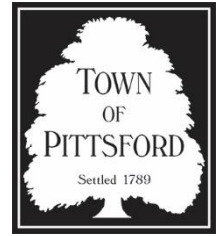
a. By E-Mail

- Any Pittsford resident can submit a comment for the meeting by emailing it to comments@townofpittsford.org any time before 2:30pm on the date of the meeting.
- Comments must be accompanied by your name and street address. Comments from residents will be read aloud by the Town Clerk.
- To comment by email on anything that takes place at the meeting, use the email address shown prior to 2:30pm on the next meeting date, July 7. The Clerk will read such comments from residents aloud at that meeting.

b. Using Zoom

- Any Pittsford resident can submit a comment during the meeting. Comments must begin with your name and street address.
- At the points where the Supervisor asks if there are public comments, if you are a resident and wish to comment, click “Raise Hand” in the control panel. (Telephone attendees press *9).
- Your comment will be taken in the order received. When you receive a message to “Unmute Now” please do so and make your comment. All comments must begin with the name and street address of the commenter.
- Alternatively, residents who don’t have a microphone or who prefer or need to submit a comment in writing can do so by clicking “Chat” in the controls at the bottom of your Zoom window.
- When called upon, beginning with your name and street address please type your message into the chat window, then press “Enter” to send. The Town Clerk will read your message aloud.

MEMORANDUM



To: Town Board Members

From: Robert B. Koegel/Joy E. Brown

Date: June 9, 2020

Regarding: Local Law #4 of 2020 - Town Code Change to update Computer System Security Breach Notification Policy

For Meeting On: June 16, 2020

Ladies and Gentlemen:

The Town Board has previously received proposed Local Law #4 of 2020 to consider amending Section 8-3, 8-4 and 8-8 of the Town Code in order to update the Computer System Security Breach Notification Policy. A Public Hearing on the proposed Local Law is being held on June 16, 2020.

Sentences have been added to and modified within Section 8-3, 8-4 and 8-8 in order to comply with New York State's SHIELD Act which amends New York's Data Breach Notification Law. The SHIELD Act introduces new significant changes, including broadening the definition of "Private Information" and expanding the definition of "Breach" and "Email notice".

Attached to this Memo is a copy of the proposed Local law, together with the proposed Adoption Resolution.

Recommendation is hereby made that the Town Board adopt the proposed Local Law.

ADOPTION RESOLUTION

I move the adoption of Local Law #4 of 2020, amending Section 8-3, 8-4 and 8-8 of the Town Code Code in order to update the Computer System Security Breach Notification Policy, as set forth in the proposed written Adoption Resolution.

At a Regular Meeting of the Town Board of the Town of Pittsford, New York, held by electronic conference, on the 16th day of June, 2020.

PRESENT: William A. Smith, Jr., Supervisor
Katherine Bohne Munzinger, Deputy Supervisor
Kevin S. Beckford, Councilmember
Cathleen A. Koshykar, Councilmember
Stephanie M. Townsend, Councilmember

ABSENT: None

In the Matter

of

THE ADOPTION OF PROPOSED LOCAL LAW NO.4
of 2020: AMENDING CHAPTER 8 OF THE TOWN OF
PITTSFORD MUNICIPAL CODE ENTITLED COMPUTER
SYSTEM SECURITY BREACH NOTIFICATION POLICY

Adoption Resolution

WHEREAS, true and correct copies of proposed Local Law No. 4 of 2020: Amending Chapter 8 of The Town of Pittsford Municipal Code Entitled “Computer System Security Breach Notification Policy”, were placed upon the desks of all members of the Town Board of the Town Board, New York, more than seven (7) calendar days, exclusive of Sunday, prior to the 16th day of June, 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 16th day of June, 2020, at 6:00 P.M., Local Time, at the Town Hall, 11 South Main Street, Pittsford, New York, or by electronic conference or meeting as permitted by law, on said Local Law No. 4 of 2020; and

WHEREAS, the said public hearing was duly held on the 16th day of June, 2020, at 6:00 P.M., Local Time, by electronic conference, 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. 4 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. 4 of 2020; and

WHEREAS, it was the decision of the Town Board that said Local Law No. 4 of 2020 should be adopted.

NOW, on a motion duly made and seconded, it was

RESOLVED, that Local Law No. 4 of 2020: Amending Chapter 8 of The Town of Pittsford Municipal Code Entitled "Computer System Security Breach Notification Policy", be adopted by the Town Board of the Town of Pittsford, New York, to read as annexed hereto; and it was further

RESOLVED, that within twenty (20) days subsequent to the 16th day of June, 2020, there shall be filed with the Secretary of State one certified copy of said Local Law No. 4 of 2020.

Said matter having been put to a vote, the following votes were recorded:

William A. Smith, Jr.	VOTING	_____
Katherine Bohne Munzinger	VOTING	_____
Kevin S. Beckford	VOTING	_____
Cathleen A. Koshykar	VOTING	_____
Stephanie M. Townsend	VOTING	_____

The resolution was thereupon declared duly adopted.

DATED: June 16, 2020

Linda M. Dillon, Town Clerk

I, LINDA M. DILLON, Clerk of the Town Board of the Town of Pittsford, New York, DO HEREBY CERTIFY that I have compared a copy of the resolution as herein specified with the original in the minutes of the meeting of the Town Board of the Town of Pittsford and that the same is a correct transcript thereof and the whole of the said original.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of June, 2020.

Linda M. Dillon, Town Clerk

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

AS FOLLOWS:

**LOCAL LAW NO. 4 OF 2020:
THE ADOPTION OF PROPOSED LOCAL LAW
NO. 4 of 2020: AMENDING CHAPTER 8
OF THE TOWN OF PITTSFORD MUNICIPAL CODE
ENTITLED “COMPUTER SYSTEM SECURITY
BREACH NOTIFICATION POLICY”**

Sec. 1 Title

This Local Law shall be known as “Local Law No.4 of 2020: Amending Chapter 8 of The Town of Pittsford Municipal Code Entitled “Computer System Security Breach Notification Policy.”

Sec. 2 Amendment to Existing Law

The Pittsford Town Code, Chapter 8, shall be amended to revise §§ 8-3, 8-4, and 8-8 to read, as follows:

§ 8-3. Authority.

This chapter is enacted pursuant to the New York State Constitution, New York Municipal Home Rule Law § 10, General Business Law §§ 899-aa and 899-bb, and New York State Technology Law § 208, and may be amended from time to time by Town Board resolution or local law.

§ 8-4. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

BREACH OF SECURITY OF THE SYSTEM — unauthorized access to or acquisition of, or access to or acquisition without valid authorization, of computerized data that compromises the security, confidentiality, or integrity of private information maintained by the Town. Good faith access to, or acquisition of, private information by an employee or agent of the Town for the purposes of the employee or agent is not a breach of the security of the system, provided that the private information is not used or subject to unauthorized disclosure. In determining whether information has been accessed, or is reasonably believed to have been accessed, by an unauthorized person or a person without valid authorization, the Town may consider, among other factors, indications that the information was viewed, communicated with, used, or altered by a person without valid authorization or by an unauthorized person.

In determining whether information has been acquired, or is reasonably believed to have been acquired, by an unauthorized person or a person without valid authorization, the Town may consider the following factors, among others:

- A. Indications that the information is in the physical possession and control of an unauthorized person, such as a lost or stolen computer or other device containing information; or
- B. Indications that the information has been downloaded or copied; or
- C. Indications that the information was used by an unauthorized person, such as fraudulent accounts opened or instances of identity theft reported.

CONSUMER REPORTING AGENCY — Any person or entity which, for monetary fees, dues or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports. A list of consumer reporting agencies may be obtained upon request to the State Attorney General.

DEPARTMENT — Any board, division, committee, commission, council, department, public authority, public benefit corporation, office or other governmental entity performing a governmental or proprietary function for the Town.

PERSONAL INFORMATION — Any information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify that person.

PRIVATE INFORMATION —

A. Private Information means either:

(i.) Personal information consisting of any information in combination with any one or more of the following data elements, when either the data element or the combination of personal information plus the data element is not encrypted or encrypted with an encryption key that has also been accessed or acquired:

1. social security number;
2. driver's license number or non-driver identification card number;
3. account number, credit or debit card number, in combination with any required security code, access code, password or other information which would permit access to an individual's financial account;
4. account number, or credit or debit card number, if circumstances exist wherein such number could be used to access to an individual's financial account without additional identifying information, security code, access code, or password;
5. biometric information, meaning data generated by electronic measurements of an individual's unique physical characteristics, such as fingerprint, voice print, or retina or iris image, or other unique physical representation or digital representation which are used to authenticate or ascertain the individual's identity; or

(ii.) a user name or e-mail address in combination with a password or security question and answer that would permit access to an online account.

B. "Private information" does not include publicly available information that is lawfully made available to the general public from Town records.

TOWN — The Town of Pittsford, County of Monroe.

§ 8-8. Method of notification.

The required notice must be directly provided to the affected individuals by one of the following methods:

A. Written notice;

B. Electronic notice, provided that the person to whom notice is required to be provided has expressly consented to receiving notice in electronic form and a log of each electronic notification is kept by the Town; and provided further that no person or business may require a person to consent to accepting notice in electronic form as a condition of establishing any business relationship or engaging in any transaction;

- C. Telephone notification, provided that a log of each telephone notification is kept by the Town; or
- D. Substitute notice, if the Town demonstrates to the State Attorney General that the cost of providing notice would exceed \$250,000 or that the number of individuals to be notified exceeds 500,000, or the Town does not have sufficient contact information. Substitute notice must include all of the following:
 - (1) E-mail notice when the Town has an e-mail address for the subject persons, except if the breached information includes an e-mail address in combination with a password or security question and answer that would permit access to the online account, in which case the Town shall instead provide clear and conspicuous notice delivered to the consumer online when the consumer is connected to the online account from an internet protocol address or from an online location which the Town knows the consumer customarily uses to access the online account;
 - (2) Conspicuous posting of the notice on the Town's website page, if the Town maintains one; and
 - (3) Notification to major state-wide media.

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 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.

Minutes of the Town Board for May 26, 2020

**DRAFT
TOWN OF PITTSFORD
TOWN BOARD
MAY 26, 2020**

Proceedings of a regular meeting of the Pittsford Town Board held on Tuesday, May 26, 2020 at 6:00 P.M. local time. The meeting took place with Board members participating remotely using Zoom.

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

ABSENT: None.

ALSO PRESENT: Staff Members: Paul J. Schenkel, Commissioner of Public Works; Cheryl Fleming, Personnel Director; Greg Duane, Finance Director; Robert Koegel, Town Attorney; and Linda M. Dillon, Town Clerk.

ATTENDANCE: Also in attendance was a sign language interpreter. There were approximately 13-15 members of staff and public who viewed the meeting via Zoom.

Supervisor Smith called the Town Board meeting to order at 6:00 P.M. and led members in the Pledge of Allegiance. The Town Clerk noted all Town Board members present.

PUBLIC HEARING – LOCAL LAW NO. 3 OF 2020: AMENDING RRAA ZONING DISTRICT AND PERTINENT SUBDIVISION REGULATIONS

Supervisor Smith opened the Public Hearing on Local Law No. 3 of 2020 for public comments. The following public comments were offered:

Stephen Zinone, a Pittsford resident, thanked the Board for the work recently completed on the Comprehensive Plan Update. He then expressed his concern with the proposed zoning amendment in the Code, noting that this would have an effect on his ability to subdivide his property and was asking that consideration be given to him based on the subdivision of his property that was completed in 2007. He requested that his property be grandfathered so that, should this law be passed, it would not apply to him.

Following discussion the Supervisor recommended that Mr. Zinone consult with Town Attorney Robert Koegel and/or Planning Director Doug DeRue regarding future use of his property.

Having no other members of the public wishing to speak, Supervisor Smith adjourned the public hearing until the next Town Board meeting, to be held on June 2, 2020 at 6 p.m.

SUPERVISOR'S ANNOUNCEMENTS

REMEMBRANCE OF BRUCE FYFE – PAST TOWN BOARD MEMBER

Supervisor Smith called on the Town Board and public to take a moment to remember a past Town Board member, Bruce Fyfe, who died on May 12th. Mr. Fyfe served for several years on the Town's Planning Board before being elected in 1983 to serve as a Town Board member, serving in this position through 1993. He will be missed, and remembered for being instrumental in the start of our Summer Concert Series on the canal, which began in 1988.

Minutes of the Town Board for May 26, 2020

RETIREMENT RECOGNITION OF ROSE ANN CRISPINO AND RUDY TROSIN

Supervisor Smith announced for recognition two exemplary employees who will be retiring at the end of this month – Rose Ann Crispino and Rudy Trosin. Rose Ann began with the Town in 1990 in the Assessor's Office, and in 1996 was appointed as a Deputy Receiver. Rudy Trosin also began in 1990 with the Sewer Department and was promoted to Sewer Specialist in 2018. Well wishes were extended to both of them.

ZOOM MEETING AND PUBLIC COMMENT PROCEDURES

The Supervisor reminded viewers of options for submitting comments to the Town Board both before and during this meeting. He reminded the public that he will ask for comments before each subject and also at the end of the meeting. He emphasized that the comment section is to offer comments to the Town Board.

MINUTES

PUBLIC COMMENT

No public comments were offered regarding the Minutes of the May 5, 2020 Town Board meeting minutes.

MINUTES OF THE MAY 5, 2020 MEETING APPROVED

Following notation of typographical corrections needed in the Minutes, which will be made, a Resolution to approve the Minutes of the May 5, 2020 meeting was offered by Supervisor Smith, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: None.

The Resolution was declared carried as follows:

RESOLVED, that the Meeting Minutes of the May 5, 2020 are approved.

LEGAL MATTERS

PUBLIC COMMENT

No public comments were offered regarding the Legal Matters before the board.

BOARD DISCUSSION OF PROPOSED LOCAL LAW NO. 3

The Town Board discussed proposed Local Law No. 3 as follows:

Councilmember Townsend asked for clarification under cluster zoning provisions – does this allow for duplexes or bungalow courts or does this need to be specified (such as Greenpoint Trail). Planning Director Doug DeRue responded to Councilmember Townsend's inquiry specifying that this zoning relates to single-family homes. Greenpoint Trail is an example of where a structure is connected, but the property line is distinct for each unit (each unit has its own individual property line). In a duplex, or even a mansion apartment, there are families living in one structure, with only one property line for the entire unit.

Councilmember Beckford: Councilmember Beckford inquired about the ability for this zoning to allow for something similar to Wood Creek. Planning Director DeRue explained that each unit has to fall on his own property. The homes can be attached, like townhouses – or like a cluster of four units joined together, but each would have their own property lines. This zoning would not allow for an apartment complex within the development.

Councilmember Beckford reiterated that this new zoning would create limitations on some types of housing and wanted to make sure that the residents were aware of this.

Minutes of the Town Board for May 26, 2020

**FINANCIAL MATTERS
PUBLIC COMMENT**

No public comments were offered regarding the Financial Matters.

VOUCHERS APPROVED AS AMENDED

An additional voucher was added to the list of Vouchers submitted for approval. Therefore, Supervisor Smith moved to amend the voucher listing for approval, adding the additional payment, seconded by Councilmember Beckford, and voted on by members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

The amendment was carried as follows:

RESOLVED, that Voucher No. 146081 be added to the Vouchers submitted for approval, to pay for Seyrek Sealers for the Refuse Districts collection in the amount of \$8,017.35, thereby amending the proposed approval of vouchers.

Thereafter, a Resolution to approve the May vouchers for payment, as amended, was offered by Supervisor Smith, seconded by Deputy Supervisor Munzinger, and voted on by the members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: None.

The Resolution was declared carried as follows:

RESOLVED, that the May 2020 vouchers No. 146790 through No. 146081, in the amount of \$449,422.49 are approved for payment.

SURPLUS INVENTORY APPROVED

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

The Resolution was declared carried as follows:

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

<u>Asset #</u>	<u>Year</u>	<u>Description</u>	<u>Department</u>	<u>Cost</u>	<u>Disposition</u>
11351	1985	Lateral File	PSD	244.20	Junk
11404	1985	Lateral File	PSD	146.40	Junk
11415	1985	Office Chair	PSD	130.20	Junk
11421	1985	Drafting Stool	PSD	124.20	Junk
13806	2000	Zip Drive	IT	133.00	Junk
				\$778.00	

**OPERATIONAL MATTERS
PUBLIC COMMENTS**

No public comments were offered regarding Operational Matters:

DISCONTINUANCE OF ONSITE NYS DECALS SERVICE APPROVED

Supervisor Smith introduced the Town Clerk's recommendation to discontinue onsite service of the NYS DECALS Service and requested that the Town Clerk speak regarding this proposal. Town Clerk, Linda Dillon, explained the request to approve the discontinuance of the NYS DECALS Service, noting that it was in the best interest of the Town, both practically and financially, to discontinue this service for the reasons as set forth in the Memorandum and attachment.

Minutes of the Town Board for May 26, 2020

Thereafter, a Resolution was offered by Councilmember Koshykar, seconded by Councilmember Beckford, and voted on by members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Town suspend issuance of sporting (hunting, fishing and trapping) licenses through the NYS DECALS program and notify the appropriate State agency accordingly.

BID AWARDED FOR DIGESTED TANK REMOVAL

Following an explanation from the Commissioner of Public Works, Paul Schenkel, regarding the receipt of just one bid received for this project, Councilwoman Townsend offered a motion to award the bid to Sessler Environmental Services and to approve the transfer of funding from the Capital account to the Sewer Capital Account. Supervisor Smith seconded the motion, and members voted as follows: Ayes: Beckford, Kosykar, Munzinger, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that Town Board awards the Digester Tank Removal Project to Sessler Environmental Services as the lowest responsible bidder for \$79,165; and be it further

RESOLVED, that the Town Board authorizes the Finance Director to transfer \$110,000 from account 6.9950.9000.1.6 (PSD – Transfer to Capital) to 6.8120.2206.2.6 (PSD – Capital Improvement) to fund this project.

BOARD DISCUSSION – CCA PROGRAM

Supervisor Smith reported that our representations and promises to our residents was to bring in 100% clean energy package at a cost lower than what residents are paying for brown energy through RG&E currently. Changes in the petroleum market over the last year has generated Joule to come back to us, asking us to alter our contract, to use a 24-month look-back, as opposed to a 12-month look-back, which is in the contract. Joule does not believe they can achieve our requirement of a lower bid for clean energy utilizing the current 12-month look-back criteria. Therefore, they are requesting the Town to consider a new contract allowing for a 24-month look-back, with the hopes of being able to obtain better results.

The Supervisor has discussed this with the other Supervisors that are involved. If we do not alter the contract, Joule has the option of attempting to proceed with the bid according to our specifications or Joule can decline to go forward, as they do not believe it is achievable. Supervisor Smith does not believe that we should differ from what we promised our residents and should not alter the contract.

Supervisor Smith does believe, however, that should they decline or cannot come in with a bid that meets our specifications, he would be very willing to move forward immediately then with our community solar component. Supervisor Smith explained this option briefly, but indicated that he would not go into detail at this time, but that this would be an option to pursue should they not be able to meet our requirements in bidding for renewable energy.

After some discussion and deliberation, the consensus of the Board was not to alter the contract's "look-back" time and to not do the CCA unless it can be done with 100% renewable energy, as was promised to the residents of Pittsford.

PERSONNEL MATTERS PUBLIC COMMENT

No public comments were offered regarding Personnel Matters:

Minutes of the Town Board for May 26, 2020

AMENDMENTS TO DEFERRED COMPENSATION PLAN APPROVED

Following an explanation of the proposed Resolution by Personnel Director Cheryl Fleming, which is being brought forth as a result of the coronavirus and being offered by the 457 plan, a motion to approve the Amendments to the Deferred Compensation Plan was offered by Councilmember Townsend, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

WHEREAS, the Town of Pittsford, based on recent changes in Federal and State regulations regarding the "Cares Act", has the option to add provisions and adopt certain plan amendments for their 457 Deferred Compensation Plan, and

WHEREAS, the Town of Pittsford would like to enable some of the provisions afforded to Town 457 Plan participants in the CARES act, to include:

In-service Coronavirus Related Distributions (CRDS) for participants who meet the IRS criteria. Participants may self-certify a CRD and initiate these distributions over the phone with our plan administrator (Mass Mutual). Required Minimum Distributions (RMDs) may be suspended for Calendar year 2020, and

WHEREAS, Plan Sponsors are allowed to adopt and start administering these provisions immediately, with amendments to the Plan's model plan document to be formally adopted no later than December 31st, 2024.

NOW, THEREFORE, BE IT

RESOLVED, effectively immediately, the Town of Pittsford adopts the optional Plan provisions above.

HIRING RECOMMENDATIONS APPROVED

A Resolution to approve the hiring recommendations was offered by Deputy Supervisor Munzinger, seconded by Councilmember Beckford, and voted on by members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

The following Resolutions were declared carried as follows:

RESOLVED, that the Town Board approves the recommended new hires for the following employees:

Name	Dept	Position	Rate	Date of Hire
Brandon Haims	Hwy	Seasonal Laborer (Rehire)	\$13.00	06/01/2020
Nicholas Polizzi	Hwy	Seasonal Laborer (Rehire)	\$13.00	06/01/2020
Cameron Storrar	Hwy	Seasonal Laborer	\$13.00	06/01/2020

OTHER MATTERS

Supervisor Smith announced to the Board that the Finance Director plans to retire following the completion of budget preparations for Budget 2021. After discussion with the Finance Director, the position will be posted immediately and the plan would be to have the new person take on the title of Deputy Finance Director and allow for some training to take place before that person takes over as the Finance Director. Board members all offered well-wishes and thanks for his exemplary service and leadership with the Town finances. Clarification followed regarding qualifications and Finance Director Duane confirmed that this is a civil service position, but it is not achieved by a test, but rather a direct appointment by the Town Supervisor.

He noted that all Summer Camp programs are still being planned, but there remains uncertainty at the state level, as to whether this will be permitted this year or not. The Supervisors have been in consultation with Dr. Mendoza, as well as working to follow the CDC recommendations for this type of program, but, these programs are on hold until further notice from the state.

Supervisor Smith indicated that over the years, the Town has received inquiries regarding chickens in Pittsford. Currently, the Town allows for chickens, as long as the chicken coop is 150 feet from each property line. Supervisor Smith inquired as to whether there would be an interest in considering amending our Code to allow for more people to have chickens. Councilmember Townsend supports amending our Code and indicated that some

Minutes of the Town Board for May 26, 2020

other municipalities have common sense permitting rules in their code for permitting chickens in suburban neighborhoods that could be considered and appropriate. There was some discussion regarding this, but it was agreed that further consideration and discussion would be needed.

Councilmember Beckford inquired about gardens that are in the front yards of some properties, wondering if there is a need to regulate or make this more consistent throughout the Town. Councilmember Townsend is not in support of regulating front yard gardens.

Councilman Beckford expressed his concern about a sticker for a white supremacist group found on a bridge in the Village. He recommended that the Town do a town-wide mailing with the image of this sticker and the name of the group in order to warn people against it. Councilmember Koshykar added that she believes this group is listed as a potential domestic terrorist group and in order to counterbalance the message she agrees about publicizing the image. Councilmember Beckford reiterated his concern for himself, his family and members of minority groups who live here and that we need to show them the image of the group as a warning. Supervisor Smith noted that the Town is not in the business of publicizing white supremacist groups, their logos, advertising or their names, that doing so only spreads their message and the publicity emboldens them to continue, which is the opposite of what we want.

Councilmember Townsend inquired on the status of local businesses and the status of outside seating for restaurants. Supervisor Smith noted that the Town administration is working on an orderly plan to make it as quick and easy as possible for restaurants and other businesses to get up and running. Code Enforcement Kelly Cline spoke about this, noting that the Town has asked for seating plans for restaurants and allowing to extend that plan into parking areas. We are also permitting the additional signage, as requested, for businesses along Monroe Avenue, on a temporary basis. We are doing what we can to facilitate and assist them in making it easier for businesses to re-open. In response to Councilmember Townsend's inquiry the Supervisor noted that he brought up at the recent meeting of the Board of Directors of the Pittsford Chamber of Commerce the survey of businesses that Councilmember Townsend mentioned at the last Town Board meeting. The Chamber appreciated the information and indicated that, using the information from the survey, its Directors would be reaching out to their member businesses to ask how the Chamber and the Town and Village can best help them under the current circumstances and with reopening.

Finance Director Greg Duane indicated that the Town has refunded \$58,000 in fees for cancelled recreation programs. He noted that we will forego \$216,000 in Recreation Department revenue through the next month, but the shutdown also means the town is saving \$200,000 on program fees and salaries. Mortgage tax interest revenue and sales tax is where the Town will feel the major impact of the COVID shutdown. He indicated that despite these revenue losses the Town remains in good financial standing because of our careful budgeting practices. He noted in addition that the Town has saved \$37,000 through the cancellation of Paddle-and-Pour and the Memorial Day parade.

PUBLIC COMMENT

Django Paine, a Sutherland High School student, commented on the white supremacist sticker found in the village, suggesting that publicizing the group would increase public awareness, especially among the youth of our community.

Django's mother, Karen, agreed with her son's comment. She wants people to know that if they find stickers or items of this nature, they should not remove them, but rather contact the authorities so that they can obtain evidence from them to help identify the perpetrators.

Additional Comments by the Board:

Councilmember Beckford reiterated his position that the Town should publicize the image in its Newsletter or other town-wide mailing in order to educate to the public. Supervisor Smith stated that he considers it not only a poor idea, but unreasonable, for the Town to publish symbols of racist groups, which would further publicize their cause. He continued that the Town will follow the direction of the Sheriff's department and will notify the Sheriff's Department if similar material is found in the Town. He believes that the strongest form of response is to take this to law enforcement. Councilmember Townsend indicated that she shares concerns of sharing the image but that a statement denouncing the appearance of such material would be consistent with what the Supervisor and the

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Town have done previously. No member of the Board expressed disagreement with this. Deputy Supervisor Munzinger concurred that we have laid out what should be done if people find such material. Councilmember Townsend also suggested, and Supervisor Smith agreed, that the Supervisor could communicate with Superintendent Pero and ask him to relay this information to teachers who may be better situated than the Town Board to reach students who may be influenced by messages from hate groups.

Upon inquiry, the Town Clerk indicated that there were no public comments received via email.

As there was no further business, the Supervisor adjourned the meeting at 8:03 P.M.

Respectfully submitted,

Linda M. Dillon
Town Clerk

Minutes of the Town Board for June 2, 2020

**DRAFT
TOWN OF PITTSFORD
TOWN BOARD
JUNE 2, 2020**

Proceedings of a regular meeting of the Pittsford Town Board held on Tuesday, June 2, 2020 at 6:00 P.M. local time. The meeting took place with Board members participating remotely using Zoom.

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

ABSENT: None.

ALSO PRESENT: Staff Members: Kelly Cline, Fire Marshal/Code Enforcement; Cheryl Fleming, Personnel Director; Greg Duane, Finance Director; Robert Koegel, Town Attorney; and Linda M. Dillon, Town Clerk.

ATTENDANCE: Also in attendance was a sign language interpreter and Department Heads. .

Supervisor Smith called the Town Board meeting to order at 6:00 P.M. and led members in the Pledge of Allegiance. The Town Clerk noted all Town Board members present.

SUPERVISOR'S ANNOUNCEMENTS

Supervisor Smith spoke regarding stickers promoting a white supremacist organization found in the Village, noting that he and Councilmember Townsend each had released statements on this and he would like to share the message again. He stated as follows:

Recently there have been incidents of anti-Semitic and white supremacist vandalism in the Town and Village of Pittsford. We've witnessed with horror and revulsion the inhumane, undeserved and brutally unjust killing of George Floyd in Minneapolis. The Town Board reaffirms its denunciation of such acts.

In October 2018, the Pittsford Town Board unanimously passed the resolution below. Actions by elected officials are only one step. We need all residents, especially parents, to educate themselves on how to recognize and respond to hate speech. The Anti-Defamation League (www.adl.org) maintains a database of more than 200 hate symbols as well as guidance on how to have family conversations about anti-Semitism, racism, and other forms of hate. If you encounter vandalism in Pittsford that includes hate speech or symbols, please note the location, photograph it, and notify Town Hall so we can provide the information to the Monroe County Sheriff and take any other necessary steps. It takes all of us, together.

Supervisor Smith continued, with the message unanimously supported by the Town Board in October 2018, as follows:

WHEREAS, the Town of Pittsford, New York has a long and proud history of welcoming all who choose to make the Town their home; and

WHEREAS, the Town Board of Pittsford recognizes that living in a community comprising residents from myriad national, ethnic and religious backgrounds enriches our community culture, our lives, and for each of us broadens our understanding and appreciation of the world and our place in it; and

WHEREAS, in Pittsford we value our friends and neighbors for the content of their character, regardless of their cultural background, regardless of whether they find love in this life with members of the opposite sex or of their own, regardless of how they worship, regardless of any disability they may live with; regardless of any other condition of their lives, we value them for themselves; now, therefore, be it

Minutes of the Town Board for June 2, 2020

RESOLVED, that the Town Board of Pittsford re-affirms our tradition and commitment to welcome all and to treat each person equally, with dignity and with respect; and be it further

RESOLVED, that as representatives of our community we will not tolerate prejudice or harassing behaviors and want all people to feel safe, valued and welcome in the community of Pittsford.

Councilmember Koshykar approved of this statement, requesting that all Town Board members be consulted in future on similar matters. Supervisor Smith clarified that the Town Board was, in fact, included, as all Town Board members were sent the statement by Councilmember Townsend and asked to share this statement publicly. Councilmember Koshykar thanked the Supervisor for “changing his mind,” without reference to what had changed. The Supervisor noted that he had not changed his mind on anything related to the statement just read; that he has consistently denounced racist and anti-Semitic material whenever it has appeared, that he had not changed his mind about anything stated in the October 2018 resolution, which he wrote himself; nor had he changed his mind on declining to publicize or advertise for white supremacists groups by publicizing or advertising their logo or their name.

Deputy Supervisor Munzinger confirmed, after checking her email, that all the Town Board members were, in fact, included on the email from Councilmember Townsend sending them her message. .

Councilmember Townsend confirmed that she wrote the content of the message that preceded the 2018 resolution, then shared it with Supervisor Smith, made a minor edit and then sent it to the Town Board to invite them to post it as well, authorizing the Supervisor to do the same. She had also invited the Village Trustees and Village Mayor to use the statement as well. She recommended that the Board return to its agenda.

LEGAL MATTERS

PUBLIC HEARING CONTINUED – LOCAL LAW NO. 3 OF 2020: AMENDING RRAA ZONING DISTRICT AND PERTINENT SUBDIVISION REGULATIONS

Supervisor Smith noted that at this point the Town is continuing the public hearing opened at the May 26th Town Board meeting. He invited any member of the public to speak. No one spoke.

Supervisor Smith thanked Councilmember Beckford and Deputy Supervisor Munzinger for their participation in the working group that drafted the proposed law.

He thanked also the other members of the working group: Planning Director Doug DeRue; Town Attorney Robert Koegel; Commissioner of Public Works Paul Schenkel; Planning Board member, Paula Liebschutz and Design Review and Historic Preservation Board member, Leticia Fornataro.

The Supervisor then asked for Board discussion of the proposed Local Law No. 3 of 2020.

Councilmember Beckford noted that he was the only member of the Board to vote against the Town's Comprehensive Plan. He stated that Pittsford intentionally practices racial discrimination in housing, through its zoning laws. He stated it began with deed restrictions he claimed had existed in Pittsford before being declared null and void by courts and legislation over 50 years ago. This, he said, denied members of minority groups an opportunity to accumulate wealth over time through investment in a house. He regretted that the Comprehensive Plan did not include his proposal for lower income housing, criticizing the Supervisor on this point. He expressed concern that the income level in Pittsford is much higher than the average income level in Monroe County; indicating that, together with zoning laws, this is the modern way of imposing racial segregation.

Supervisor Smith asked that the Board attend to the business at hand, which is discussion of proposed Local Law No. 3. He objected to what he described as Councilmember Beckford's false characterization of his, the Supervisor's, views and statements.

Councilmember Beckford continued, repeating the point that the Town's zoning laws create a barrier for members of minority groups, and offering additional similar comment.

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Councilmember Townsend noted that overall she agrees with Councilmember's Beckford's vision of more reasonably priced housing. She noted that this particular law covers only one of the three or four categories of residential zoning in Pittsford and that the great majority of residential areas in Pittsford fall under the RN zoning. This legislation amends provisions for RRAA zoning, which covers a very small portion of the Town. She noted the absence of a purpose statement as part of the proposed law, noting that the purpose of the RRAA zone is to allow for transition and buffering between the more densely populated RN zone and the Agricultural zone. Most of the parcels in the RRAA zone are adjacent to the agricultural zone, so that this proposed law would provide for that transition as intended. Councilmember Townsend observed that the type of housing that would help achieve more moderate pricing would fit better in the RN zoning area and the SSRA zone (Commercial and Mixed Use), and that the Comprehensive Plan calls for mixed uses that contemplate such housing in those areas. She noted that smaller square footage and smaller lot sizes do not necessarily result in lower-cost housing; nor does increased density. Councilmember Townsend stated that implementing the Comprehensive Plan into law will affect all of the zoning areas and types of zoning in Pittsford. As for this proposed amendment to the Zoning Code, she believes that it will achieve the intended purpose of providing buffering and transition for the 14 parcels of land that fall within its coverage.

Councilmember Townsend also recalled a comment from a resident in the public hearing on May 26. The commenter lives in the affected zone and asked his property to be "grandfathered" so as not to be affected by the change in zoning. She does not support this, considering it unwarranted to re-conceptualize the entire zone for one parcel. She would take a different view for a property owner in the zone who currently had an application pending before the Town; but grandfathering should not apply to future applications.

Supervisor Smith again invited any member of the public to speak. Once again, no one spoke. The Supervisor then closed the hearing.

SEQRA DECLARATION FOR LOCAL LAW NO. 3 OF 2020 APPROVED

Supervisor Smith offered a motion to approve a Negative Declaration of Environmental Significance as set forth in the proposed written SEQRA Resolution, which is a necessary condition to being able to adopt the PROPOSED Local Law. The motion was seconded by Deputy Supervisor Munzinger, and voted on by members as follows:
Ayes: Koshykar, Munzinger, Townsend and Smith.
Nays: Beckford.

The Resolution was declared carried as follows:

WHEREAS, the Town Board has identified the need to amend portions of the Town Code, affecting the amount of open space and the density of housing units in residential subdivision projects in the RRAA zoning district; and

WHEREAS, after giving due consideration to the proposed amendments, it was the considered opinion of all members of the Town Board who were present that a public hearing should be held on the 26th day of May, 2020, at the Town Hall, 11 South Main Street, Pittsford, New York, or by electronic conference or meeting as permitted by law, 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 26th day of May, 2020, and again on the 2nd day of June, 2020, both by electronic conference, at which times all interested parties wishing to speak on the proposed amendments were heard; and

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

WHEREAS, the completed FEAF failed to identify any significant adverse environmental impacts associated with the proposed amendments;

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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 FEAF, and upon having given this matter due deliberation and consideration, finds that the proposed amendments to Article VIII of Chapter 185 and of Chapter 175 of the Town of Pittsford Municipal Code, as well as revisions to the Town's Site Capacity Calculation Worksheet, 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. 3 of 2020.

ADOPTION OF LOCAL LAW NO. 3 OF 2020 – AMENDING CHAPTER 185 “ZONING,” ARTICLE VIII, THE “RRAA RURAL RESIDENTIAL DISTRICT”; AND AMENDING CHAPTER 175 “SUBDIVISION OF LAND,” INCLUDING REVISING AND ADOPTING THE “SITE CAPACITY CALCULATION WORKSHEET” TO BE APPENDED THERETO ADOPTED

Supervisor Smith moved to adopt Local Law No. 3 of 2020, amending Article VIII of Chapter 185 of the Town Code, and Chapter 175 of the Town Code, as well as the Town's Site Capacity Calculation Worksheet, as set forth in the proposed written Adoption Resolution. The motion was seconded by Deputy Supervisor Munzinger, and voted on by members as follows:

Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith.

Nays: none.

The Resolution was carried as written and included in the Minutes of the May 26, 2020 meeting and documented in subpage 1 – 30 of the official Minutes of the May 26, 2020 meeting, together with the full text of Local Law #3 of 2020.

Councilmember Townsend suggested the Board update this portion of the Code at some point to include a purpose statement, as this will now be the only zone that does not contain a statement of purpose statement. Town Attorney Koegel acknowledged this and indicated that an overall “clean up” of the Town's Zoning Code will surely come before the Board in time and would include adding a purpose statement to this section. Councilmember Townsend asked that this task be placed on the list of such clean-up matters.

KILBOURN PLACE DEVELOPMENT -- BOARD DISCUSSION ON REVISED PROPOSAL

Supervisor Smith observed that Reidman and Associates has submitted a revised proposal for its Kilbourn Place project on East Avenue near St. John Fisher College.

PUBLIC COMMENT

Supervisor Smith asked if any Pittsford resident wished to comment. No comments were offered.

Board discussion followed. Supervisor Smith indicated that he has reached out to the school district to obtain any additional thoughts or comments that they may have on this development and noted that, if we do set a date for a public hearing at our next meeting, a direct mailing notice will be sent to all the areas surrounding this development, advising residents of the date and time of the hearing.

Deputy Supervisor Munzinger expressed that the developer had addressed significant concerns expressed previously by both the Board and the public, particularly through changes to the scale and mass of the proposed buildings. She said that she reserved judgment, pending hearing from the public, and therefore recommends proceeding to setting a public hearing. .

Councilman Beckford concurs with the idea of proceeding to public hearing format to obtain feedback from the residents. His concerns were previously the profile from the street and cost per apartment; to make them

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affordable for seniors who are looking to downsize. He recalled the Board's previously expressed concern that the development did not functionally turn into college dormitory housing. Councilman Beckford acknowledged he is more comfortable with the project now that the developer reduced the entry-level rental price to approximately \$1,400 for a 2-bedroom unit. He said it appears that the developer has addressed the need for proportionality between incentives and benefits by adding a sound barrier wall and sidewalks to the project.

Councilmember Koshykar also referred to the balance of value of incentives and benefits. Referring to the summary provided by the builder, she questions whether the value of benefits to be offered by the builder as shown in the summary reflects their true value. She noted that the list does not feel materially different and she is not certain that the value presented to us is worth the endeavor.

Councilmember Townsend shares the same concern. She does not regard the sound wall as a benefit to the Town, but rather as a benefit to the builder and to future residents of the development, particularly in light of the noise study previously presented by the builder. She also noted that the relevant monetary value placed on restoration of the Wright House should only properly include work on the house's exterior and in that light she believes the valuation shown in the builder's summary to be high. Work on the interior is not a benefit to the Town. Councilmember Townsend also noted that the renderings of the revised proposal for the buildings have a notably different look than renderings offered previously and therefore could create confusion for members of the public viewing them. She is interested in knowing which style of structure is more in keeping with what is being planned for the property – one is brick, the other looks more like an apartment complex. She asked that the Town Assessor attend the public hearing to advise the Board regarding the builder's tax receipt projections. She appreciated the changes that were made to change the scale and to move back building No. 2; she believes this project could help diversify housing and also provide some housing more moderately priced than is available at present. Her decision on amending the Incentive Zoning Law to permit this project to go forward as proposed will depend in large part to resident input at the public hearing and otherwise.

Supervisor Smith is similarly concerned about proportionality of the value of benefits to the Town and incentives to the builder; he shares the concern expressed already about extension of the sound wall as a benefit to the Town. He will also have the Town Assessor review the builder's tax projections and be ready to discuss them at the hearing. He believes that the views of residents, especially those living in the area, will be central to moving forward and agrees that the Board should set a public hearing. He asked for further comments from Pittsford residents observing the meeting. There being none, the Supervisor indicated that the consensus appears to be setting a public hearing at the Board's next meeting.

FINANCIAL MATTERS

PUBLIC COMMENTS

No residents offered comments.

NYCLASS INVESTMENT POOL APPROVED

Finance Director Greg Duane addressed the Board, reviewing his memorandum and offering his recommendation and reasoning regarding the Town of Pittsford's participation in the NYCLASS Investment Pool. Town Attorney Koegel confirmed that he has reviewed this document and is comfortable with it. A Resolution to approve the investment into the NYCLASS Investment Pool was offered by Councilmember Townsend, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith.

Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that investment pursuant to the NYCLASS program, under the terms of the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019, be and hereby is approved; and be it further

RESOLVED, that the Supervisor be and hereby is authorized to execute and deliver such documents as may be necessary or desirable to undertake such investment.

OPERATIONAL MATTERS
BOARD DISCUSSION - DEMOLITION LAW

Supervisor Smith noted that in Pittsford it is easier to tear down a house than it is to build an addition. He introduced and reviewed proposed alternate forms of Demolition Law that had been furnished to the Board for consideration, together with an accompanying memorandum from the Town Attorney discussing them. One version would provide demolition review only for structures listed on the Town's historic inventory. The other would cover all structures proposed for demolition in the Town. The Supervisor stated that he supports adoption of a Demolition Law that covers all structures, understanding that there are exceptions for dilapidated structures posing a risk to public health or safety.

The Supervisor noted that the Town's Planning Director, Doug DeRue, had asked to speak to the Board. Planning Director DeRue agreed that our current demolition code is outdated and needs to be updated and made to be more workable and more effective. His concern is that the proposed codes are very restrictive and process-heavy. The concerns could be met without putting a blanket of process necessary for every application. The DRHPB currently reviews everything that is being built. This board has the ability to add to the Inventory List and would continue to have the authority to review any new structure being built.

Director DeRue noted that there are usually 3 to 5 demolitions per year. He noted that potential buyers of vacant properties may decline to buy, and the property will remain vacant, if the Town require a lengthy review process for demolition. Buyers interested in dilapidated properties often ask whether the house can be demolished if renovation should prove impractical. Not being able to answer the question before they buy could result in more houses left vacant and decaying. Director DeRue also has reservations about posting signs to alert the public that a demolition application has been filed. In any event, it should be done as a departmental protocol, not written into the code. .

Councilmember Townsend indicated that the provision in both drafts allowing the Town's Building and Code Enforcement Officers to determine that a structure is beyond repair, or a health or safety hazard and therefore, permit demolition without review, would address the Planning . She noted that, having served as Board Liaison to the DRHPB, she is aware that this board does not have total control of what is being built, as it operates solely within the Design Guidelines. This means they do not have total control of size of a structure, but rather the design of the structure, unless code prohibits the size. Their ability to approve or deny is not as strong as that of the Planning Board or the Zoning Board.

Councilmembers Koshykar and Townsend and Planning Director DeRue discussed various issues regarding vacant homes and buyer interests.

Supervisor Smith reiterated support for a Demolition Law that would cover all structures, with the exception of structures that would be a health or safety hazard. Removal of a house can have a significant aesthetic impact on a neighborhood or an area of Town. As a policy choice the Town has long since stated its policy that neighborhood aesthetics are important, that this underpins both the design guidelines and the Town's creation of the DRHPB in the first place. He believes that if we were to limit demolition review to Inventoried Structures only, we could risk aesthetic damage that undermines the Towns many efforts to do the opposite. .

Deputy Supervisor Munzinger believes this is an important piece of legislation that we need. However, in the past, we have engaged the Planning Board in the discussion and should do so this time as well.

Supervisor Smith referred to a question raised previously by Councilmember Koshykar that he felt had not been answered. He stated that the draft legislation would make the Planning Board the reviewing body for demolitions proposed as part of site plan applications and would make the DRHPB the reviewing body for all other demolition applications.

Councilmember Beckford asked about whether the current law requires posting notice of a demolition application. Attorney Koegel and Planning Director DeRue explained what has been written into the proposed draft and what is currently in the code that the current code does not require posting. Director DeRue indicated that his department does not have a problem doing postings and mailings in connection with demolitions, but it should be

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a departmental procedure, not written into code, since a single mistake could invalidate an approval or denial after a lengthy review process.

Councilmember Townsend noted that the majority of the Town Board appears to support a code to cover all primary structures. She would be comfortable moving forward with a final draft that covers all structures, that takes the time to streamline the processes and looks into the entire notification issue.

Discussion followed between Councilmember Beckford and Planning Director DeRue, which ultimately led Councilmember Beckford to ask that Town Attorney Koegel and Director DeRue review the draft to ensure that the review take into account the size of a proposed replacement structure following a demolition.

PUBLIC COMMENT

A written comment submitted by Dirk Schneider, Chair of the Design Review and Historic Preservation Board, regarding a proposed Demolition Law was read by the Town Clerk. He said the DRHPB strongly supports Demolition Legislation that covers all structures, to ensure that demolition does not negatively affect the character of a neighborhood and ensures that plans for a replacement structure are compatible with the character of the neighborhood. The DRHPB supports the posting requirement.

DRHPB Member Bonnie Salem spoke, thanking the Board for bringing this matter back for discussion and for considering the comments of the DRHPB as submitted by the Board Chair Dirk Schneider. She confirmed the need for legislation, citing the recent demolition and re-build on Sunset Boulevard as an example, noting that the DRHPB had no power, without legislation, to prevent this home from being demolished. They, as a board, only had the ability to consider what was being built in its place. She thanked the board and looks forward to the next steps.

At the conclusion of the public comments, the Board agreed to ask a committee to develop a form of legislation for final approval, to include Councilmember Townsend and Deputy Supervisor Munzinger.

PERSONNEL MATTERS

PUBLIC COMMENT

No public comments were offered regarding Personnel Matters.

HIRING RECOMMENDATIONS APPROVED

A Resolution to approve the hiring recommendation and salary/status change was offered by Deputy Supervisor Munzinger, seconded by Councilmember Beckford, and voted on by members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

The following Resolutions were declared carried as follows:

RESOLVED, that the Town Board approves the recommended new hire for the following employee:

Name	Dept	Position	Rate	Date of Hire
Douglas Connard	Hwy	Seasonal Laborer (Rehire)	\$13.00	06/03/2020

And be it further

RESOLVED, that the Town Board approves the appointment for the following employee:

Name	Position	Reason for Change	Salary	Effective Date
Karen Ward	Dep Rec of Taxes	Retirement Replacement	no change	06/01/2020

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OTHER MATTERS

Supervisor Smith announced that the Governor has approved moving ahead with Summer Camps, beginning June 29th. Therefore, the Town's Recreation Department will move forward with its plans for this year's summer camp program, for which registration has been open for some time. The Supervisor also noted that this month is Pride Month and that the Town and Village will join in recognition, including the Town displaying the Rainbow Flag and coordinating with Library programs on the subject.

Answering a question from Councilmember Townsend, the Supervisor noted that as part of the phased re-opening of Town facilities in accordance with State regulations, Town Hall will re-open effective Monday, June 8, on a by-appointment basis, while continuing to do as much business as possible remotely. He noted that physical logistics of Town Hall make it difficult to open up without appointment while physical distancing is still required: that the main area for doing business in Town Hall on the ground floor is a narrow corridor with offices on each side. The configuration of the second floor also makes reliable physical distancing difficult. Residents should call the relevant department to make an appointment. Visitors will be required to sign in, wear a mask, and answer questions about current state of health.

Councilmember Beckford stated that he spoke with the Captain of the Sheriff's A Zone about the stickers found in Pittsford. An additional sticker or stickers were found near the Chabad House on Lincoln Avenue in the Village and the sheriff's office has video of the incident. Councilmember Beckford stated the Town should publicize the name and insignia of the white supremacist organization behind the stickers in a town-wide mailing.

PUBLIC COMMENT

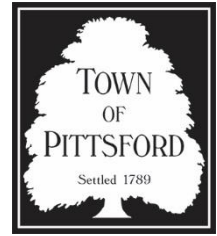
No Pittsford resident offered comments.

As there was no further business, the Supervisor adjourned the meeting at 8:36 P.M.

Respectfully submitted,

Linda M. Dillon
Town Clerk

MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: June 12, 2020

Regarding: Kilbourn Place Luxury Apartments
Incentive Zoning Amendments
3500 - 3596 East Avenue

For Meeting On: June 16, 2020

Currently pending before the Town Board is an application by Kilbourn Place Associates, LP to modify the Incentive Zoning (IZ) approval which allows the construction of 41 individually-owned, residential town house units on 7.71 acres on East Avenue (8 of which have been built).

The applicant now seeks to amend the IZ approval to do the following: 1) increase the total acreage of the zoning parcel to 10.15 acres (by rezoning and incorporating the adjoining former "Back Nine Grill" restaurant property into the site); 2) construct two connected, three-story apartment buildings on the current IZ parcel with 62 units, and one two-story, 34-unit apartment building on the former restaurant property, for a total of 96 units; and 3) construct 6 units of town house and carriage house living facilities (and maintain the 8 units of town/carriage house facilities already built), for a total project development of 110 luxury rental units. The currently-existing, two-story Wright House on the property would be rehabilitated and maintained as a community center for the development.

Copies of the following documents prepared by the applicant were furnished for your consideration at the last town board meeting held on June 2, 2020: 1) Kilbourn Presentation Revision 4-9-20 (9 pages); 2) Kilbourn Tax Revenue Comparison, version 4 (Excel spreadsheet, 4 sheets); and 3) Kilbourn Place Luxury Apartments – Public Benefit Analysis (2 pages).

Should you wish to move forward with this application, you may use the proposed resolution submitted herewith to set a date for the continuation of the public hearing that was opened for this application many months ago. Given the passage of time from the last time the application was formally considered in a public hearing, a notice for the continuation of the public hearing will need to be republished. In addition, Town staff intends to notify neighboring property owners to the continuation of this public hearing by personal letter, as it did for the initial opening of the public hearing.

RESOLVED, that a continued public hearing be set for July 7, 2020 at 6:00 pm, local time, at the Pittsford Town Hall, or by electronic conference or meeting as permitted by law, to consider proposed amendments to the Incentive Zoning Resolution for the property located at 3500 – 3596 East Avenue.

At a Regular Meeting of the Town Board of the Town of Pittsford, New York, held by electronic conference, on the 16th day of June, 2020.

PRESENT: William A. Smith, Jr., Supervisor
Katherine Bohne Munzinger, Deputy Supervisor
Kevin S. Beckford, Councilmember
Cathleen A. Koshykar, Councilmember
Stephanie M. Townsend, Councilmember

ABSENT: NONE

In the Matter

of

THE PROPOSED AMENDMENT TO THE INCENTIVE ZONING
OF 3500 - 3596 EAST AVENUE (EVEN NUMBERS) –
KILBOURN PLACE LUXURY APARTMENTS

RESOLUTION CONTINUING PUBLIC HEARING

WHEREAS, in an application dated July 5, 2018, Kilbourn Place Associates, LP, as owner, requested that the Town Board consider amending the Incentive Zoning Resolution, initially granted in 1999 and revised in 2008 and 2009, relating to property known as and located at 3500 – 3596 East Avenue (even numbers) to accommodate the addition of certain land to the proposed development and other changes to the proposed development and the incentives; and

WHEREAS, the above request was submitted to the Town Board for consideration at the Board's regularly scheduled meeting on August 7, 2018; and

WHEREAS, after giving due consideration to the request, it was the considered opinion of all members of the Town Board who were present that a public hearing should be held on September 4, 2018, at the Town Hall, 11 South Main Street, Pittsford, New York, to consider the above proposed amendment; and

WHEREAS, a public hearing was duly opened on September 4, 2018 to consider

the above-proposed amendment, and said public hearing was continued indefinitely to allow the owner to make other changes to the proposed development and incentives and to furnish the Town Board with additional information in support of the proposed amendment; and

WHEREAS, the above request was submitted to the Town Board for its consideration at the Board's regularly scheduled meeting held on June 16, 2020; and

WHEREAS, after giving due consideration to the request, it was the considered opinion of all members of the Town Board that the public hearing should be continued on July 7, 2020, at Town Hall, 11 South Main Street, Pittsford, New York, or by electronic conference or meeting as permitted by law, to consider the above proposed amendment;

NOW, on motion duly made and seconded, it was

RESOLVED, that the public hearing be continued on July 7, 2020, at 6:00 P.M., Local Time, at the Town Hall, 11 South Main Street, Pittsford, New York, or by electronic conference or meeting as permitted by law, on the proposed amendment to the Incentive Zoning Resolution for 3500 – 3596 East Avenue; and it was further

RESOLVED, that a Notice of Continued Hearing be published in a newspaper previously designated as an official newspaper for publication of public notices, not less than five (5) nor more than twenty (20) days prior to said hearing; and be it further

RESOLVED, that the Town Clerk shall post a certified copy of this resolution or a summary thereof, on the Town website www.townofpittsford.org and on the bulletin board, maintained by the Town Clerk pursuant to § 30(6) of the Town Law, for a period of not less than five (5) nor more than twenty (20) days prior to said public hearing.

Said matter having been put to a vote, the following votes were recorded:

William A. Smith, Jr.	VOTING	___
Katherine Bohne Munzinger	VOTING	___
Kevin S. Beckford	VOTING	___
Cathleen A. Koshykar	VOTING	___
Stephanie M. Townsend	VOTING	___

The resolution was thereupon declared duly adopted.

DATED: June 16, 2020

Linda M. Dillon, Clerk of the Town
Board of the Town of Pittsford, New York.

I, LINDA M. DILLON, Clerk of the Town Board of the Town of Pittsford, New York, DO HEREBY CERTIFY that I have compared a copy of the resolution as herein specified with the original in the minutes of the meeting of the Town Board of the Town of Pittsford and that the same is a correct transcript thereof and the whole of the said original.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of June, 2020.

Linda M. Dillon, Pittsford Town Board Clerk

NOTICE OF CONTINUED PUBLIC HEARING

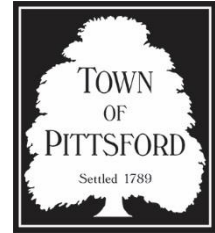
PLEASE TAKE NOTICE, that a public hearing will be continued by the Town Board of the Town of Pittsford, New York, at the Town Hall, 11 South Main Street, Pittsford, New York, or by electronic conference or meeting as permitted by law, on the 7th day of July, 2020, at 6:00 o'clock P.M., Local Time, on the proposed amendment to the Incentive Zoning Resolution of the Town Board, initially granted in 1999 and revised in 2008 and 2009, involving the property known as and located at 3500 – 3596 East Avenue (even numbers), Town of Pittsford, New York.

The aforesaid public hearing was directed to be held pursuant to a resolution of the Town Board of the Town of Pittsford, New York, duly adopted at a meeting of said Board on the June 16, 2020.

Dated: June ____, 2020

Linda M. Dillon
Town Clerk
Town of Pittsford

MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: June 9, 2020

Regarding: Community Choice Aggregation – Resolution authorizing Program Administrator to solicit bids for electricity from renewable sources

For Meeting on: June 16, 2020

On September 17, 2018, the Town Board adopted a local law authorizing the Town to establish a Community Choice Aggregation (“CCA”) program allowing the Town to negotiate fixed-rate, potentially lower-priced energy from energy suppliers for the benefit of its residents and to choose an energy supplier from renewable sources.

On March 6, 2020, the Town, Joule Assets, Inc. (“Joule” or “Program Administrator”), and Roctricity LLC entered into an agreement to have Joule and Roctricity furnish Town residents with 100% renewable energy through CCA with a net savings to Town residents as defined in the agreement (the “CCA Administrator Agreement”).

Joule is now ready to solicit competitive bids from electricity suppliers pursuant to a request for proposal (the “Supply RFP”) which will include the provision of a 100% renewable supply of electricity at a net savings, compared to the 12-month historic average measured from the bid issuance date, of the Rochester Gas & Electric residential rate for electricity charged to residential customers. The intent of the Supply RFP is to have the selected supplier, the Town, and the Program Administrator enter into an Electricity Supply Agreement (“ESA”) which will govern the terms of the provision of electricity supply by the supplier for the CCA program.

Submitted herewith for your consideration is a formal resolution authorizing Joule to solicit bids from electricity suppliers, including a form ESA as an exhibit to the resolution. You are being asked to approve the form of the ESA before the bids are received, rather than after a supplier is selected, because we are advised that bids are subject to fleeting market conditions and are held open only for a day or so, and there is insufficient

time to negotiate and approve all of the detailed terms of the ESA after the bids are obtained.

Under established procedure, Joule will obtain and evaluate the bids for such essential terms as price and contract duration, and then promptly make a recommendation to the Town (and to the Towns of Brighton and Irondequoit and the Village of Pittsford) to accept or reject the best bid. Remember, the Town is under no obligation to enter into an ESA which does not comply with the Supply RFP and the CCA Administrator Agreement, and in particular, does not supply a 100% renewable supply of electricity through the use of renewable energy certificates at a net savings, over a 12-month historic average, of the RG&E residential rate. Should an acceptable bid be awarded, the Supervisor will execute the ESA with the selected supplier and Joule at a later time.

If the Board wishes to proceed, the appropriate motion would be to adopt the resolutions set forth in the form annexed to this memorandum.

At a Regular Meeting of the Town Board of the Town of Pittsford, New York held by electronic conference, on the 16th day of June, 2020.

PRESENT: William A. Smith, Jr., Supervisor
Katherine Bohne Munzinger, Deputy Supervisor
Kevin S. Beckford, Councilmember
Cathleen A. Koshykar, Councilmember
Stephanie Townsend, Councilmember

ABSENT: None

In the Matter

of

RESOLUTION AUTHORIZING JOULE ASSETS, INC. TO SOLICIT
BIDS FOR SUPPLY OF ELECTRICITY FROM RENEWABLE SOURCES
AND APPROVING FORM OF ELECTRICTY SUPPLY AGREEMENT

Resolution

WHEREAS, effective April 21, 2016, the New York State Public Service Commission (“Commission”) issued an “Order Authorizing Framework for Community Choice Aggregation Opt-Out Program” in Case #14-M-0224, which authorized the establishment of Community Choice Aggregation programs by municipalities statewide; and

WHEREAS, effective March 16, 2018, the Commission issued an “Order Approving Joule Assets’ Community Choice Aggregation Program with Modifications” in Case #14-M-0224 that authorized Joule Assets, Inc. (“Joule” or “Program Administrator”) to serve as a Community Choice Aggregation Program Administrator on behalf of cities, towns, and villages in New York State; and

WHEREAS, by Local Law No. 4 of 2018 adopted September 17, 2018, the Town Board of the Town of Pittsford enacted a Community Choice Aggregation (“CCA”) Program Enabling Law pursuant to § 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law and consistent with State of New York Public Service Commission Case No. 14-M-0224; and

WHEREAS, on March 6, 2020, the Town, Joule, and Roctricity LLC entered into an agreement to have Joule and Roctricity furnish Town residents with 100% renewable energy through CCA with a net savings to Town residents as defined in such agreement (the "CCA Administrator Agreement"); and

WHEREAS, the Town seeks to obtain competitive bids from electricity suppliers (each a "Supplier") pursuant to a request for proposal that shall include provision of a 100% renewable supply of electricity at a net savings, compared to the 12-month historic average measured from the bid issuance date, of the Rochester Gas & Electric residential rate for electricity charged to residential customers (the "Supply RFP"), that is intended to result in a three-party Electricity Supply Agreement between the selected Supplier, the Town and the Program Administrator that, among other things, will govern the terms of provision of the electricity supply by Supplier for the Program; and

WHEREAS, the Program Administrator has prequalified prospective bidders based on creditworthiness and competence; has executed the public outreach campaign in the Town as required by the New York State Department of Public Service, and has obtained or will be obtaining utility data from the local distribution utility, all of which is necessary to solicit bids through the Supply RFP; and

WHEREAS, the "Electricity Supply Agreement" (in the form attached hereto), has been reviewed and approved for form by the Town Attorney, and has been deemed to provide benefits, adequate protections, and minimize risk to the Town.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Program Manager to issue a Supply RFP consistent with the provisions of this Resolution, with bids to be evaluated based upon compliance with the specifications of the Supply RFP including, without limitation, price and tenor parameters, and Supplier's acceptance of all material terms of the Electricity Supply Agreement;

AND, THEREFORE, BE IT FURTHER RESOLVED, that the Town Board approves the Electricity Supply Agreement in substantially the form attached to this Resolution as Exhibit A, such form to be included in the Supply RFP;

AND, THEREFORE, BE IT FURTHER RESOLVED, that Joule in its role as Program Administrator for the Program shall, among other things, manage the energy procurement process, prepare and issue the Supply RFP, and make recommendations for award to the Town; provided however, that the Town will, through the Supervisor, make the final award decision;

AND, THEREFORE, BE IT FURTHER RESOLVED, that subject to the conditions that the awarded Supplier has been prequalified as required by the Program Administrator and that the awarded bid meets the specifications established in the Supply RFP, the Town Supervisor is authorized to execute an Electricity Supply Agreement on behalf of Town in substantially the form attached hereto with the awarded Supplier and Program Administrator in a timely fashion; provided, however, that the Town is under no obligation to award the Supply RFP for any bid that fails to provide both (a) a 100% renewable supply of electricity at a net savings, compared to the 12-month historic average measured from the bid issuance date, of the Rochester Gas & Electric residential rate for electricity charged to residential customers; and (b) a term for supplying electricity of at least twenty-four months. In addition, the Town is under no obligation to award the Supply RFP if any of the conditions of the CCA Administration Agreement shall not be met.

Said matter having been put to a vote, the following votes were recorded:

- | | |
|---------------------------|--------|
| William A. Smith, Jr. | VOTING |
| Katherine Bohne Munzinger | VOTING |
| Kevin S. Beckford | VOTING |
| Cathleen A. Koshykar | VOTING |
| Stephanie Townsend | VOTING |

The resolution was thereupon declared duly adopted.

DATED: June 16, 2020

Linda M. Dillon, Town Clerk

I, LINDA M. DILLON, Clerk of the Town Board of the Town of Pittsford, New York, DO HEREBY CERTIFY that I have compared a copy of the resolution as herein specified with the original in the minutes of the meeting of the Town Board of the Town of Pittsford and that the same is a correct transcript thereof and the whole of the said original.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of June, 2020.

Linda M. Dillon, Town Clerk

EXHIBIT A

Electricity Supply Agreement

between Supplier, Joule Assets, Inc. and [City/Town/Village] [Name of Municipality]

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PREAMBLE

This Community Choice Aggregation Electricity Supply Agreement (“**ESA**” or “**Agreement**”) is made as of [AGREEMENT DATE] (the “**Execution Date**”) between:

The [City/Town/Village] of [NAME OF MUNICIPALITY], a municipal corporation in the State of New York, with a principal place of business at [MUNICIPALITY ADDRESS] (the “**Municipality**”);

[NAME OF SUPPLIER], a [TYPE OF ENTITY] [organized/incorporated] in the State of [STATE OF ORGANIZATION/INCORPORATION] duly authorized to do business in the State of New York with a principal place of business at [SUPPLIER ADDRESS] (“**Competitive Supplier**” or “**Supplier**”); and

Joule Assets, Inc., a corporation incorporated in the State of Delaware duly authorized to do business in the State of New York, with a principal place of business at 22 Edgemont Road, Katonah, New York 10536 (“**Joule**” or “**Program Administrator**”).

RECITALS

WHEREAS, Joule Assets sought approval of a community choice energy aggregation (“**Community Choice Aggregation**” or “**CCA**”) program through the Public Service Commission of the State of New York (“**PSC**”), that would allow local governments to participate in a program managed by Joule to procure energy supply from an Energy Services Company for the Eligible Consumers of participating municipalities;

WHEREAS, by Order effective March 16, 2018 (Case 14-M-0224: <http://documents.dps.ny.gov/public/MatterManagement/CaseMaster.aspx?MatterCaseNo=14-m-0224>), the PSC approved and authorized Joule to implement its CCA program;

WHEREAS, the Joule CCA program is intended to include Eligible Consumers, and to permit the aggregation of electric purchases within the communities that elect to participate;

WHEREAS, the Municipality has adopted a Local Law to participate in the Joule Community Choice Aggregation Program (the “**Program**”) to aggregate consumers located within the Municipality and to negotiate competitive rates for the supply of electricity for such consumers;

WHEREAS, the Program allows Municipality to solicit competitive bids for the supply of electricity individually or as part of a buying group with other municipal aggregations;

WHEREAS, on March 1, 2019, the Towns of the Irondequoit, Brighton and Pittsford, and the Village of Pittsford issued a Request for Proposals for a Program Administrator;

WHEREAS, on April 5, 2019, Joule responded to such RFP, and on June 28, 2019 submitted a Response to Supplemental Questions, where Joule, among other things, committed to provide

municipalities with (a) the option of providing customers a 100% renewable energy product using renewable energy certificates (RECs); and (b) if multiple supply product options were to be offered, municipalities would select which would be the “default” option, with customers having the freedom to choose among all available product options, regardless of the municipally selected default.

WHEREAS, the Municipality has indicated that it desires to offer a 100% renewable supply option to customers as a “default” option (the "CCA Renewable Electricity Product," as defined below);

WHEREAS, the aforementioned RFP was awarded to Joule as Program Administrator;

WHEREAS, Joule and Municipality have entered into a Community Choice Aggregation Agreement (the “CCA Agreement”) pursuant to which Joule and Municipality agreed, among other things, that:

- (a) Joule would provide certain energy services to Municipality in relation to a CCA Program including acting as Program Administrator; and
- (b) If the Municipality entered into an Electricity Supply Agreement relating to procurement of electricity supply, it would be with a “Selected Supplier” in accordance with the RFP “Response Document (each, as defined in the CCA Agreement) “to provide 100% renewable energy at a net savings compared to the 12-month historical average, measured from the bid issuance date, of the Rochester Gas & Electric residential rate for electricity charged to residential customers”;

WHEREAS, Municipality desires to implement a CCA Program with Joule serving as Program Administrator;

WHEREAS, the Municipality has resolved, among other things: (a) to authorize Joule to issue an electricity supply RFP to suppliers to provide electricity to Participating Consumers (as defined below); (b) to authorize Joule to award an electricity supply contracts in accordance with such RFP; (c) to approve the form of this ESA; and (d) to authorize execution of an ESA with the awarded supplier provided that the bid met the specifications set forth in the RFP;

WHEREAS, Competitive Supplier desires to provide Full-Requirements Power Supply to Eligible Consumers located within the Municipality, pursuant to the terms and conditions of the Program and this ESA;

WHEREAS, the Municipality desires that the Competitive Supplier provide Firm Full-Requirements Power Supply and Consolidated Billing as an alternative to Basic Utility Supply Service for consumers within the Municipality;

WHEREAS, Competitive Supplier has submitted an offer to provide a single electric supply products with a corresponding pricing level CCA Renewable Electricity Product and price;

WHEREAS, Competitive Supplier agrees to pay a fee to Program Administrator;

WHEREAS, Municipality desires Competitive Supplier to collect and remit the fees due the Program Administrator;

WHEREAS, the municipalities that participate in the Joule Community Choice Aggregation Program, including this Municipality, intend that this Agreement be uniform in form and substance in each instance throughout the Program; and

NOW THEREFORE, IT IS AGREED THAT, Municipality, Program Administrator, and the Competitive Supplier hereby enter into this ESA subject to the terms and conditions below.

ELECTRICITY SUPPLY AGREEMENT

ARTICLE 1 DEFINITIONS

Capitalized terms that are used but not defined in the body of this ESA, including the Exhibits hereto, shall be defined as set forth in this Article 1 Words defined in this Article 1 that are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

1.0 **Associated Entities** – Any and all of the employees, officers, agents, representatives, and independent contractors and subcontractors of the Competitive Supplier or of any of its corporate parents or subsidiaries, which provide goods or services to, or in any way assist, the Competitive Supplier in meeting its obligations under the ESA, but specifically excluding the Distribution Utility.

1.1 **Bankruptcy** - With respect to a Party, (i) such Party ceases doing business as a going concern, generally does not pay its debts as they become due or admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or other Governmental Rule, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties, or makes an assignment for the benefit of creditors, or said Party takes any corporate action to authorize or that is in contemplation of the actions set forth in this clause (i); or (ii) a proceeding is initiated against the Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other Governmental Rule and such proceeding is not dismissed within ninety (90) days after the commencement, or any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties is appointed without the consent or acquiescence of said Party, and such appointment is not vacated or stayed on appeal or otherwise within ninety (90) days after the appointment, or, within ninety (90) days after the expiration of any such stay, has not been vacated, provided that, notwithstanding the foregoing, the exercise of rights to take over operation of a Party's assets, or to foreclose on any of a Party's assets, by a secured creditor of such Party (including the appointment of a receiver or other representative in connection with the exercise of such rights) shall not constitute a Bankruptcy.

1.2 **Basic Utility Supply Service**— Electricity supply service provided by the Distribution Utility to consumers who do not receive service from a Competitive Supplier or from the CCA Program. Eligible Consumers within the Municipality who receive Basic Utility Supply Service, and do not opt out, will be enrolled in the Program as of the Effective Date.

1.3 **Clean Energy Standard** - the clean energy standard for electric power for load serving entities established by New York State (including without limitation those mandated by the 2015 New York State Energy Plan as amended, New York's Climate Leadership and Community Protection Act (CLCPA), and the Order of the New York State Public Service Commission Adopting a Clean Energy Standard (Case 15-E-0302)(Issued August 1, 2016).

1.4 **Commercially Reasonable** - Any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence should have been known, at the time the decision was made, would have been expected in the industry to accomplish the desired result consistent with reliability, safety, expedition, project economics and applicable law and regulations, as defined in the Uniform Business Practices or without limitation in additional applicable law and regulations, provided that in no event shall increased costs or economic hardship be an excuse for not performing a Party's obligations under this ESA.

1.5 **Community Choice Aggregation or CCA** – Municipal electricity procurement program, purchasing supply for the aggregated demand for all Participating Consumers within the Municipality.

1.6 **CCA Renewable Electricity Product** — 100% renewable energy supply product offered to Participating Consumers that consists of (a) 100% renewable energy supply that is composed of solar, hydro and/or wind power bundled with 100% voluntary Renewable Energy Certificates; and/or (b) energy supply that meets the minimum Clean Energy Standard sold together with 100% voluntary Renewable Energy Certificates from solar, hydro and/or wind energy generating facilities, as further described and defined in Exhibit A (Prices and Terms).

1.7 **[Intentionally Omitted]**

1.8 **Competitive Supplier or Energy Services Company or ESCO**– A load serving entity duly authorized to (a) serve Eligible Consumers within the service territory of the Distribution Utility and (b) conduct business in the State of New York as an Energy Services Company. With regard to this Agreement, Competitive Supplier is identified in the preamble above.

1.9 **Consolidated Billing** - A billing option that provides Participating Consumers with a single bill issued by the Distribution Utility combining delivery and supply charges from the Distribution Utility and Competitive Supplier respectively.

1.10 **Delivery Term** - The period of time for which prices for Firm Full-Requirements Power Supply have been established, as set forth in Exhibit A.

1.11 **Distribution Utility** - Owner or controller of the means of distribution of electricity that is regulated by the Public Service Commission in the Participating Municipality.

1.12 **Electronic Data Interchange or EDI** - The exchange of business data in a standardized format between business computer systems.

1.13 **Effective Date** - The day after the Execution Date that is immediately following the final day of the rescission period, which immediately follows the opt-out period, which occurs after notifications have been sent to Eligible Consumers.

1.14 **Eligible Consumer** – a consumer who:

- (a) is a part of an opt-out eligible service class and rate class in accordance with the Framework Order and all other applicable Orders of the PSC and Governmental Rules; and
- (b) who receives Basic Utility Supply Service from the Distribution Utility as of the Effective Date, or is a New Consumer (as defined below) at one or more locations within the geographic boundaries of the Municipality; but
- (c) excluding consumers who receive Basic Utility Supply Service and have requested not to have their account information shared by the Distribution Utility.

For the avoidance of doubt, an Eligible Consumer must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the Execution Date of this ESA.

1.15 **ESA** - This Electricity Supply Agreement.

1.16 **Environmental Disclosure Program** -- The current and future rules and requirements applicable in New York State to the labelling and disclosures of electric supply including without limitation the Opinion and Order Adopting Environmental Disclosure Requirements and Establishing a Tracking Mechanism, NY Public Service Commission, Opinion 98-19 (December 15, 1998), and the rules relating the New York Generation Attribute Tracking System (NYGATS).

1.17 **Federal Energy Regulatory Commission or FERC** -The United States federal agency with jurisdiction over interstate electricity sales, wholesale electric rates, hydroelectric licensing, natural gas pricing, and oil pipeline rates.

1.18 **Firm Full-Requirements Power Supply** - The service under which the Competitive Supplier provides all of the electrical energy, capacity, reserves, and ancillary services, transmission services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply at a fixed contract price including all those components regardless of changes in kWh usage or customer grouping during this contract term to Participating Consumers at the Point of Sale.

1.19 **Force Majeure** - Any cause not within the reasonable control of the affected Party which precludes that party from carrying out, in whole or in part, its obligations under this ESA, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; fires; landslides; earthquakes; floods; other natural catastrophes; strikes, lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by the Municipality may not be asserted as an event of Force

Majeure by the Municipality; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil or industrial disturbances or explosions. Nothing in this provision is intended to excuse any Party from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of any Party shall not constitute an event of Force Majeure.

1.20 **Framework Order** -- The PSC Order establishing the framework for municipal CCA programs (Case 14-M-0224,, Order Authorizing Framework for Community Choice Aggregation Opt-Out Program (issued April 21, 2016)), as may be amended from time to time.

1.21 **General Communications** - The type of communications described and defined in Article 5.7 herein.

1.22 **Governmental Authority** - Any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, including without limitation the New York Public Service Commission and the New York Department of Public Service excluding the Municipality.

1.23 **Governmental Rule** - Any law, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, or similar form of decision of any Governmental Authority having the effect and force of law including without limitation the Joule Order, the Framework Order and all other Orders of the PSC, all as may be amended from time to time.

1.24 **Joule Order** – the PSC Order approving the Joule CCA Program (Case 14-M-0224, Order Approving Joule Assets’ Community Choice Aggregation Program with Modifications” (issued March 16, 2018)), all as may be amended from time to time.

1.25 **kWh, kW** - Kilowatt-hour and kilowatt, respectively.

1.26 **Local Law** – A local law or ordinance, adopted by Municipality according to General Municipal Law, which authorizes Municipality to join the Joule Community Choice program.

1.27 **New Consumer** – An Eligible Consumer as of or after the Effective Date, including one that opts in to the Program or moves into Municipality.

1.28 **New Taxes** - Any taxes not in effect as of the Effective Date enacted by a Governmental Authority or the Municipality, to be effective after the Effective Date with respect to Firm Full-Requirements Power Supply, or any Governmental Rule enacted and effective after the Effective Date resulting in application of any existing tax for the first time to Participating Consumers.

1.29 **NYISO** - The New York Independent System Operator, or such successor or other entity which oversees the integrated dispatch of power plants in New York and the bulk transmission of electricity throughout the New York power grid.

1.30 **Participating Consumer** – an Eligible Consumer who is enrolled in the Program, either because consumer receives Basic Utility Supply Service from the Distribution Utility as of the Effective Date and has not opted out, or is a New Consumer.

1.31 **Parties** - The Municipality, the Program Administrator, and the Competitive Supplier, as the context requires. In the singular, "Party" shall refer to any one of the preceding.

1.32 **Point of Delivery** - The boundary of the Distribution Utility's electricity franchise, or the point at which the Competitive Supplier delivers the power to the Distribution Utility.

1.33 **Point of Sale** - The electric meter for each Participating Consumer's account, as designated by the Distribution Utility, such that all line loss costs are included in Competitive Supplier price to bring power to the meter.

1.34 **Program** - Joule Community Choice Aggregation Program.

1.35 **Program Administrator** – Joule, authorized by PSC to put out for bid the total amount of electricity being purchased by Participating Consumers.

1.36 **PSC or DPS** - The New York State Public Service Commission or the New York State Department of Public Service acting as Staff on behalf of the PSC, or any successor state agency.

1.37 **Qualifying Regulatory Event**— A Regulatory Event that impacts or provides opportunity for substantially all consumers in the same rate class, but not including a Regulatory Event that applies uniquely to Competitive Supplier's consumers.

1.38 **Regulatory Event**-- Implementation of a new, or changes to an existing, Governmental Rule by a Governmental Authority, including without limitation the Distribution Utility's tariffs, market rules, operating protocols and definitions, which have a material effect on the services and transactions contemplated by this ESA. A "change" as used herein includes without limitation any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation.

1.39 **Renewable Energy Certificate** –A renewable energy certificate registered in, and fully compliant with, the New York (State) Generation Attribute Tracking System ("NYGATS"), as may be amended from time to time.

1.40 **Retail Price** - As set forth in Exhibit A.

1.41 **Service Commencement Date** - The date of a Participating Consumers' first meter read date after the Effective Date, or as soon as necessary arrangements can be made with the Distribution Utility thereafter.

1.42 **Term** - As defined in Article 4.1.

1.43 **Uniform Business Practices** – Regulations governing the business practices of utilities and Energy Services Companies with regards to service, billing, marketing, data, and customer rights, issued by the New York State Public Service Commission (Case 98-M-1343).

ARTICLE 2 RIGHTS GRANTED

2.1 GENERAL DESCRIPTION AND LIMITATIONS

Competitive Supplier is hereby granted the exclusive right to be the default provider of Firm Full-Requirements Power Supply to Participating Consumers pursuant to the terms of this ESA. For the avoidance of doubt, Competitive Supplier shall be authorized to supply Firm Full-Requirements Power Supply only to Participating Consumers enrolled in the plan or plans managed by the Program Administrator, and the Distribution Utility will continue to have the right and obligation to supply electricity to Eligible Consumers who opt-out of the Program and remain on, or return to, Basic Utility Supply Service, until changes in law, regulation or policy may allow otherwise.

In accordance with ARTICLE 3 below, all Eligible Consumers shall be automatically enrolled in the Program unless they choose to opt-out. In the event the geographic boundaries of the Municipality change during the term of this ESA, Competitive Supplier shall only be obligated to supply Firm Full-Requirements Service to those Participating Consumers located within the Municipality as such boundaries existed on the Effective Date of this ESA. As between the Parties, the Competitive Supplier has the sole obligation of making appropriate arrangements with the Distribution Utility, and any arrangements which may be necessary with the NYISO so that Participating Consumers receive the electricity supplies to be delivered pursuant to this ESA.

The Municipality specifically authorizes the Distribution Utility to provide, and Competitive Supplier the right to obtain and utilize as required, all billing and energy consumption information for Participating Consumers as is reasonably available from the Distribution Utility. Competitive Supplier shall request consumption data for individual Participating Consumers from the Distribution Utility via EDI or via other adopted standards such as secure ftp. If further action is required by the Distribution Utility to authorize Competitive Supplier to receive such consumption and billing data, the Program Administrator, on behalf of the Municipality agrees to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier, if so requested by it, in obtaining such information for Participating Consumers, including, without limitation, assisting Competitive Supplier in obtaining permission from such Eligible Consumers and/or the PSC, where necessary as a prerequisite to the provision of such information. Competitive Supplier shall not be responsible for any errors that Competitive Supplier or any of its Associated Entities makes in the provision of Firm Full-Requirements Power Supply only to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Distribution Utility; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

2.2 NO THIRD PARTY BENEFICIARIES

Except as specifically provided in Article 18.12, this ESA does not and is not intended to confer any rights or remedies upon any person other than the Parties. This ESA facilitates rights under the Joule Order and Local Law for Eligible Consumers to purchase electricity from the Competitive Supplier in accordance with this ESA. The Municipality, or Program Administrator in support of the Municipality, has the right, but not the obligation, to advocate on behalf of the Eligible Consumers interested in contracting for electric supply and on behalf of all Participating Consumers, unless otherwise prevented by law.

2.3 COMPLIANCE WITH LAWS

The Municipality represents and covenants that the Local Law has been duly adopted and will remain in effect for the term of this ESA.

2.4 CONDITIONS PRECEDENT

The Municipality's obligations under this ESA shall be conditioned upon the Competitive Supplier fulfilling the following requirements:

- (d) maintain Competitive Supplier's license from PSC (as such term is defined in the Local Distribution Utility's Terms and Conditions for Competitive Suppliers);
- (e) execute any appropriate NYISO applications and agreements;
- (f) obtain authorization from the FERC to sell power at market-based rates;
- (g) complete data (e.g. EDI, secure ftp) testing with Distribution Utility;
- (h) provide all other documentation required by the Distribution Utility; and
- (i) satisfying all insurance requirements set forth in ARTICLE 16 or elsewhere in this ESA.

If Competitive Supplier has not fulfilled all such requirements by the Service Commencement Date, then the Municipality may terminate this ESA without any liability from Municipality to the Competitive Supplier.

2.5 OWNERSHIP AND USE OF ELIGIBLE CONSUMER DATA

Competitive Supplier acknowledges that: 1) all Eligible Consumer data (including addresses, telephone numbers or other identifying information) made available to Competitive Supplier on behalf of Municipality for such data must be protected by the Competitive Supplier and its Associated Entities to the fullest extent possible under the law and all PSC Orders; 2) the Competitive Supplier does not hold any permanent right, title or interest in this data; and 3) this data is to be obtained, retained and used by the Competitive Supplier and its Associated Entities solely to provide Firm Full-Requirements Power Supply to Participating Consumers and to render other services expressly required or permitted under this ESA. Any other use of Eligible Consumer data other than for purposes directly related to this ESA is not permitted without the prior written consent of the Municipality. Competitive Supplier may share such Eligible Consumer data with third-party vendors as reasonably necessary to accommodate Competitive Supplier's provision of

Firm Full-Requirements Power Supply or other performance pursuant to this ESA (including, without limitation, collection of receivables), provided that Competitive Supplier will take reasonable measures to secure the confidential nature of such data and the restrictions set forth in this [Article 2.5](#) and elsewhere in this ESA, and that any vendor or subcontractor is also bound by the terms and conditions of this ESA, especially those regarding data confidentiality and prohibition on non-permitted uses of data through a signed non-disclosure agreement, a copy of which will be provided to the Municipality. Except as expressly provided in this ESA, and as otherwise permitted by law, Competitive Supplier and its Associated Entities shall not disclose any Eligible Consumer data to any third-party and Competitive Supplier and its Associated Entities shall take all Commercially Reasonable measures to protect Eligible Consumer data from access by, or beneficial use for, any third-party. To the extent that the provision of Firm Full-Requirements Power Supply or other services under this ESA requires that Competitive Supplier and its Associated Entities have access to or make use of any Eligible Consumer data, Competitive Supplier and its Associated Entities shall treat such Eligible Consumer data as confidential information. Competitive Supplier may use Eligible Consumer data to engage in direct marketing only during the term of this ESA and subject to the terms set forth in [Article 18.3](#). A violation of this [Article 2.5](#) shall be grounds for termination under [Article 4.2\(\(a\)\)](#). Competitive Supplier agrees violation of this [Article 2.5](#) shall constitute irreparable harm.

Without limiting the foregoing, Competitive Supplier agrees to comply with all data security requirements of, including without limitation the terms of any data security agreement required by, the PSC, the DPS and any Distribution Utility in relation to the CCA and any confidential utility information disclosed to Competitive Supplier in performance of this Agreement. Competitive Supplier further agrees to execute any agreement in relation thereto as required by the PSC, the DPS and any Distribution Utility.

Additionally, Competitive Supplier agrees that it shall be fully and solely responsible for payment of all fees (including reimbursement of any such fees paid for by Program Administrator) in connection with acquisition of customer data from the applicable Distribution Utility in relation to the performance of this ESA; provided, however, that this provision shall not apply to the acquisition of aggregated data by Program Administrator or Municipality prior to the execution of this Agreement,

2.6 ENVIRONMENTAL DISCLOSURE PROGRAM

Competitive Supplier agrees to comply with any current and/or future rules and regulations related to Environmental Disclosure Program in the State of New York including without limitation all rules and regulations concerning labelling.

ARTICLE 3 CONSUMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

3.1 CONSUMER CHOICE

The Parties acknowledge and agree that all Participating Consumers have the right, pursuant to Joule Order, Local Law, and the Program, to change their source of electricity supply, as set forth in Article 2.1. The Parties represent, warrant and covenant to each other that they shall not interfere with the right of Participating Consumers to opt-out of the Program, and shall comply with any rules, regulations or policies of PSC, the Distribution Utility and/or other lawful Governmental Authority regarding the procedures for opting out or of switching from one source of electric supply to another. Not inconsistent with the above, however, the Parties may take Commercially Reasonable measures to encourage Participating Consumers to affirmatively agree to remain in the Program, consistent with any Governmental Rules.

3.2 NOTIFICATION TO NEW CONSUMERS OF OPT-OUT RIGHTS

Consistent with the requirements of any applicable Governmental Rules, and within a reasonable time after the Distribution Utility notifies Competitive Supplier of the existence of a New Consumer and has provided to Competitive Supplier such New Consumer's account number, service and billing address, and other pertinent contact information, Competitive Supplier shall notify such New Consumer (i) of the date on which such New Consumer will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing Firm Full-Requirements Power Supply to such New Consumer as of the same date, subject to the opt-out provisions of the Joule Order, Local Law, and the Program ("**Opt-Out Notice**"). The Opt-Out Notice shall be mailed to each such New Consumer prior to the date of automatic enrollment and shall: (i) prominently state all charges to be assessed by the Competitive Supplier; (ii) at a minimum, provide a summary of the prices and terms included in Exhibit A as well as fully disclose the prices and terms then being offered for Basic Utility Supply Service by the Distribution Utility; (iii) state how such New Consumer may opt-out of the Program prior to enrollment and remain on Basic Utility Supply Service from the Distribution Utility; and (iv) state how all Participating Consumers, subsequent to enrollment, will also have the right to opt-out at any time and return to Basic Utility Supply Service or choose a new Competitive Supplier without paying a fee or penalty to Competitive Supplier. All forms of such notices must be approved in advance by the Municipality.

In providing the notifications set forth in this Article 3.2, and in otherwise conducting the activities in Article 3.4 below, the Competitive Supplier must rely upon information provided to it by the Distribution Utility for the purpose of performing its obligations. Competitive Supplier will not be responsible for any errors in connection with notification of Eligible Consumers only to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Distribution Utility; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

3.3 CONSUMER AWARENESS

Upon mutual agreement concerning the content and method, either the Competitive Supplier, Municipality, or Program Administrator may conduct consumer awareness efforts at its sole expense.

3.4 ENROLLMENT

3.4.1 Participating Consumers

All Eligible Consumers as of the Effective Date will be enrolled in the Program, thus becoming Participating Consumers, under the terms of this ESA unless they opt-out during the 33-day period following initial communication through the opt-out letter. Participating Consumers may disenroll from the Program at any time thereafter with no fee or penalty. The Municipality shall authorize the Distribution Utility to provide to Competitive Supplier or to an alternative designee of the Program Administrator who has agreed in writing to a non-disclosure agreement, a copy of which will be provided to the Municipality, a list of Participating Consumers as of the Effective Date, as well as such Participating Consumer's service and billing addresses, and any other information necessary for Competitive Supplier to commence Firm Full-Requirements Power Supply to such Participating Consumers as of the Service Commencement Date.

3.4.2 New Consumers

If New Consumers elect not to opt-out of the Program as provided in Article 3.2, such New Consumers will be automatically enrolled by Competitive Supplier in the Program. These New Consumers electing not to opt out of the Program as provided in Article 3.2 shall be enrolled in the Program at the rates reflected in Exhibit A that refer specifically to New Consumers. Competitive Supplier shall enroll such New Consumers in accordance with applicable PSC and Distribution Utility rules.

3.4.3 Eligible Consumers Opting Out

At any time during the Term of this ESA, Eligible Consumers who have previously opted out of the Program may request that they be enrolled or re-enrolled in the Program. Competitive Supplier shall provide Firm Full-Requirements Power Supply to such Eligible Consumers at a price determined by the then-prevailing market conditions, as defined in Exhibit A. Following mutually agreed upon procedures, the Competitive Supplier is responsible for accurately and promptly transmitting information regarding Eligible Consumers, to the Distribution Utility. The Competitive Supplier shall be responsible for enrolling all Participating Consumers through data (e.g. EDI or secure ftp) transactions submitted to the Distribution Utility for initial enrollment in the aggregation and all enrollments thereafter.

3.4.4 Consumers Served by Third-Parties

Consumers being served under other competitive supply programs offered by third-parties will not be automatically enrolled as Participating Consumers under this ESA when such program terminates or is otherwise completed. Competitive Supplier agrees that consumers under such third-party competitive supply programs may affirmatively opt-in at any time and receive Firm Full-Requirements Power Supply, thereby becoming Participating Consumers. New Consumers who opt-in as provided in this Article 3.4.4 shall be enrolled in the Program at the rates reflected in Exhibit A that refer specifically to New Consumers.

3.4.5 Termination Fees

There shall be no termination fees for any Participating Consumers to disenroll from the Program.

ARTICLE 4 TERM OF CONTRACT AND TERMINATION

4.1 TERM

This ESA shall commence on the Execution Date, provided, however, that Competitive Supplier's obligation to provide Firm Full-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate with the Participating Consumers' "Final Meter Read Date" determined by the Parties and set forth in Exhibit A Part 1 in the paragraphs with the heading "Term", unless terminated earlier under Article 4.2 below.

4.2 TERMINATION

This ESA may be terminated at any time upon written notice:

- (a) by the Municipality, or the Competitive Supplier, if the other Party fails to remedy or cure any breach of any material provision or condition of this ESA (including, but not limited to, Article 2.5 and ARTICLE 9), but excluding the failure to provide or arrange for Firm Full-Requirements Power Supply, which is addressed in Article 4.2((f)), within sixty (60) days following written notice to do so by the non-breaching party; or
- (b) by the Municipality, or the Competitive Supplier, if any material provision or condition of this ESA be finally adjudged invalid by any court of competent jurisdiction, or if PSC exercises any lawful jurisdiction so as to invalidate or disapprove this ESA in whole or in significant part; or
- (c) by the Municipality, if a Regulatory Event that is not a Qualifying Regulatory Event affects the Competitive Supplier and Competitive Supplier incurs costs and chooses to allocate and collect excess costs from Participating Consumers; or
- (d) by the Municipality, if a court, PSC or other lawful authority makes an adjudication that nullifies or materially alters any of the provisions of ARTICLE 6; or
- (e) by the Municipality, i) if an order is entered against the Competitive Supplier approving a petition for an arrangement, liquidation, dissolution or similar relief relating to Bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (ii) immediately if

- the Competitive Supplier shall file a voluntary petition in Bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to Bankruptcy, insolvency or other relief for debtors or shall seek, consent to, or acquiesce in appointment of any trustee, receiver, or liquidation of any of Competitive Supplier's property; or
- (f) notwithstanding the foregoing, the failure of Competitive Supplier to provide or arrange for Firm Full-Requirements Power Supply to Participating Consumers, in the absence of Force Majeure or the Municipality's failure to perform, shall constitute an act of default, and the Municipality may terminate this ESA upon giving written notice and without a cure period. In the event the Competitive Supplier has performed its obligations hereunder and its failure to arrange for or provide Firm Full-Requirements Power Supply is a direct result of actions or non-actions by any transmission service provider, the Distribution Utility, or the NYISO, the Competitive Supplier's failure shall not be deemed to be an act of immediate default and would be subject to remedy or cure as provided in Article 4.2((a)).

4.3 OBLIGATIONS UPON TERMINATION

Following termination of this ESA, the Parties shall each discharge by performance all obligations due to any other Party that arose up to the date of termination of the ESA and Competitive Supplier shall continue to have the right to collect all monies due for services rendered to that date.

Upon termination, Competitive Supplier shall have all Participating Consumers switched back to obtaining supply from the Distribution Utility, or support the Distribution Utility as reasonably possible to switch to another supplier selected by Municipality, by submitting all consumer drops via EDI or alternative data protocol to the Distribution Utility, or such other supplier, in a form acceptable to the Distribution Utility, or such other supplier.

4.4 EXTENSION

The ESA may be extended beyond the termination date established in Article 4.1 by mutual written agreement of the Parties. Any new pricing terms shall be added to and replace Exhibit A as Exhibit A Extension. Upon any such extension, this ESA shall continue to be in effect, and all provisions of the ESA shall retain the same force and effect as before the extension, unless it is terminated by any Party pursuant to the provisions of Article 4.2 or until the date stated in such extension.

ARTICLE 5 CONTINUING COVENANTS

The Competitive Supplier agrees and covenants to perform each of the following obligations during the term of this ESA.

5.1 STANDARDS OF MANAGEMENT AND OPERATIONS

In performing its obligations hereunder, during the term of this ESA, the Competitive Supplier shall exercise reasonable care to assure that its facilities are prudently and efficiently managed; that it employs an adequate number of competently trained and experienced personnel to carry out its responsibilities; that it delivers or arranges to deliver an uninterrupted supply of such amounts

of electricity to the Point of Delivery as are required under this ESA; that it complies with all relevant industry standards and practices for the supply of electricity to Participating Consumers; and that, at all times with respect to Participating Consumers, it exercises good practice for a Competitive Supplier and employs all Commercially Reasonable skills, systems and methods available.

5.2 CUSTOMER SERVICE ACCESS

The Competitive Supplier agrees to provide, or cause to be provided, certain customer services to Participating Consumers. Such services shall be reasonably accessible to all Participating Consumers, shall be available during normal working hours, shall allow Participating Consumers to transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Competitive Supplier, the Municipality, and the Distribution Utility. A toll-free telephone number will be established by Competitive Supplier and be available for Participating Consumers to contact Competitive Supplier during normal business hours (9:00 A.M.- 6:00 P.M. Eastern Time, Monday through Friday), as well as 9:00am-1:00pm on Saturday, to resolve concerns, answer questions and transact business with respect to the service received from Competitive Supplier. To the extent practicable, the Municipality will post program-related information on the Municipality's website which will be available to Participating Consumers for general information, comparative pricing, product, and service information, and other purposes.

5.3 RESPONDING TO REQUESTS FOR INFORMATION

To the extent authorized by the Participating Consumer(s) and to the extent such individual permission is required by law, the Competitive Supplier shall, during normal business hours (as set forth above), respond promptly and without charge therefore to reasonable requests of the Municipality for information or explanation regarding the matters covered by this ESA and the supply of electricity to Participating Consumers. Competitive Supplier agrees to designate a service representative or representatives (the "**Service Contacts**") who shall be available for these purposes, and shall identify the office address and telephone number of such representative(s).

Whenever necessary to comply with this Article 5.3, the Service Contacts shall call upon other employees or agents of the Competitive Supplier to obtain such information or explanation as may be reasonably requested. Nothing in this Article 5.3 shall be interpreted as limiting the obligation of the Competitive Supplier to respond to complaints or inquiries from Participating Consumers, or to comply with any regulation of PSC regarding customer service.

5.4 ARRANGING FOR FIRM FULL-REQUIREMENTS POWER SUPPLY

Competitive Supplier shall participate in or make appropriate arrangements with NYISO, any relevant regional transmission organization, wholesale suppliers or any other entity to ensure an uninterrupted flow of Firm Full-Requirements Power Supply to the Distribution Utility for delivery to Participating Consumers, and exercise all Commercially Reasonable efforts to cooperate with NYISO or any other entity to ensure a source of back-up power in the event that

Competitive Supplier is unable to deliver Firm Full-Requirements Power Supply to the Point of Delivery. In the event the Competitive Supplier is unable to deliver sufficient electricity to the grid to serve Participating Consumers, the Competitive Supplier shall utilize such arrangements and exercise all Commercially Reasonable efforts as may be necessary to continue to serve Participating Consumers under the terms of this ESA, and shall bear any costs it may incur in carrying out these efforts and obligations. Competitive Supplier shall not be responsible to the Municipality or any Participating Consumers in the event that, through no fault of the Competitive Supplier or its Associated Entities, the Distribution Utility disconnects, curtails or reduces service to Participating Consumers (notwithstanding whether such disconnection is directed by NYISO).

5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

Competitive Supplier shall supply electric energy to the Point of Delivery to all Participating Consumers on a non-discriminatory basis; provided, however, that those prices and other terms may vary in accordance with reasonably established rate classifications (e.g., residential and small commercial as defined by the Distribution Utility) or by such other categories as appear in Exhibit A. To the extent applicable, Competitive Supplier's prices, terms and conditions shall be in accordance with the New York General Laws, the regulations of PSC, and other applicable provision of law. To the extent required by law and/or the conditions of any PSC approval of this ESA, the Competitive Supplier may not deny service to an Eligible or Participating Consumer for failure to pay the bills of any other electric company (whether engaged in the distribution, transmission, or generation of electricity) or of any other aggregator, marketer or broker of electricity, but may reasonably deny or condition new service, or terminate existing service, based upon any Participating Consumer's failure to pay bills from the Competitive Supplier, subject to any provisions of law or applicable PSC orders or regulations. Provision of electric energy supply shall be subject to reasonable credit policy, to the extent permitted by law, as described in Exhibit A.

In any event, should either Program Administrator or Municipality actively achieve and document (e.g. to the satisfaction of the New York State Public Service Commission and the Distribution Utility) reduction in capacity tag buying obligations, Competitive Supplier will pay or distribute benefits from these tag reductions to Participating Consumers at the NYISO strip clearing price for the appropriate zone (i.e., Zones A through K in New York State), in which the capacity tag reduction is certified by appropriate party. Program Administrator agrees it does not intend to pursue any actions that would increase the capacity tag obligation to Competitive Supplier.

Should either Program Administrator or Municipality actively achieve reduction in buying requirements for other mandated purchases, Competitive Supplier will liquidate resources it has purchased to serve this contract, through the NYISO platform and pay or distribute benefits to Participating Consumers, from this reduction in buying requirements that Competitive Supplier receives when Supplier liquidates these purchased resources.

5.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier shall cooperate with the Municipality in the drafting and sending of messages and information to Eligible or Participating Consumers concerning the Program or any matter arising under or related to this ESA. Competitive Supplier shall, prior to sending, whether directly or through its Associated Entities, any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "**General Communications**") to Eligible or Participating Consumers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual consumer), provide a copy of such General Communication to the Municipality and to Program Administrator for its review to determine whether it is consistent with the purposes and goals of the Municipality and Program Administrator. The Municipality or Program Administrator shall have the right to disapprove such General Communications and suggest revisions within seven (7) calendar days (not including weekends and holidays) of receiving a copy thereof if it finds the communication inconsistent with the purposes and goals of the Municipality, factually inaccurate or likely to mislead; provided, however that there shall be no such right of disapprove for any communication (a) regarding any emergency situation involving any risk to the public health, safety or welfare; or (b) in the nature of routine monthly or periodic bills, or collection notices, except that, with regard to any bill insert or message included at the bottom of such bill not within the scope of (a) above, Municipality or Program Administrator shall have such right of disapproval. If the Municipality objects to any General Communication on the grounds it is inconsistent with the purposes and goals of the Municipality, the Competitive Supplier, after consultation as provided in this Article 5.6, may nevertheless elect to send such General Communication provided that it: (i) clearly indicates on such communication that it has not been endorsed by the Municipality, and (ii) has previously provided all Participating Consumers a meaningful chance to opt not to receive such General Communications. The Municipality may reject or exclude any proposed General Communication that, in its reasonable judgment, is contrary to the interests and objectives of the Program or the Municipality, provided, however, any such right of rejection or exclusion shall not apply to Competitive Supplier's notice to exercise or enforce its rights under the ESA or any agreement with customer, including but not limited to any notice of Force Majeure or change in law.

5.7 COMMUNICATION OF INSERTS AND MESSAGES

Competitive Supplier agrees that if it communicates with Participating Consumers directly (or if it is provided a certain number of characters on the regular bill for discretionary communication), and unless prevented for regulatory or other such reasons from doing so, it shall allow the Municipality or Program Administrator to include no less than three (3) inserts per year into such communications, provided that the Program Administrator or Municipality, where appropriate pays the cost of printing and reproducing such insert and any incremental postage or handling costs the Competitive Supplier may incur as a result of including such insert. Competitive Supplier shall have the right to disapprove such General Communications (other than those pertaining to the Municipality's demand-side management, energy efficiency programs and technology, and renewable energy programs, if applicable) and suggest revisions within seven (7) calendar days

after receipt (not including weekends and holidays) if it finds the communication inconsistent with its business interests, factually inaccurate or likely to mislead; provided, however that there shall be no such right of disapproval for any communication which has been ordered by PSC or any other Governmental Authority to be so communicated.

5.8 PARTICIPATING CONSUMER LISTS

To the extent not prohibited by any Governmental Rule or expressly prohibited by any Participating Consumer(s), the Competitive Supplier shall, upon request of the Municipality or of Program Administrator, provide aggregate consumption information as the Municipality or Program Administrator may request to the extent such information is available to Competitive Supplier.

Competitive Supplier shall provide Participating Consumer lists in an electronic format reasonably acceptable to both Parties and with no more frequency than once a month, subject to non-disclosure agreement for consumers who have not requested that their personal information be denied to Program Administrator or to Municipality.

5.9 COMPLIANCE WITH LAWS

The Parties shall promptly and fully comply with all existing and future Governmental Rules of all Governmental Authorities having jurisdiction over the activities covered by this ESA.

5.10 CONSENT

Whenever performance of an obligation of any Party hereto requires the consent or approval of any Governmental Authority, such Party shall make Commercially Reasonable efforts to obtain such consent or approval. In the event the Competitive Supplier requests the Municipality's assistance in obtaining such consent or approval and the Municipality anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine whether it will continue to request the Municipality's assistance, and if so, the Competitive Supplier shall reimburse the Municipality for all costs, up to the estimated dollar amount, reasonably incurred by the Municipality in connection with such efforts.

5.11 CREDITWORTHINESS

Competitive Supplier represents, warrants and covenants that it is, and shall be, for the Term of this ESA, in compliance with all credit policies and requirements of the New York Independent System Operator, and comply with any credit requirements as set forth in the RFP.

5.12 COMPLIANCE WITH RFP

Competitive Supplier represents and warrants that Competitive Supplier's response to the Energy Procurement Request for Proposals is compliant with the terms and conditions set forth in the RFP.

ARTICLE 6 ROLE OF THE MUNICIPALITY

Under this ESA, the Municipality shall not actually receive, take title to, or be liable for the supply or delivery of Firm Full-Requirements Power Supply in any manner whatsoever. The Parties specifically agree that the role of the Municipality is established under the Joule Order and Local Law and may include negotiating the terms and conditions under which Firm Full- Requirements Power Supply will be provided by the Competitive Supplier under this ESA. It is the sole obligation of the Competitive Supplier to arrange for delivery of Firm Full- Requirements Power Supply to Participating Consumers. The Parties agree that, with regards to electricity, Municipality is not a “public utility company” or providing any “public utility service” within the meaning of GML 360 and Article ARTICLE 4 of Public Service Law as a result of this ESA. Should a court, PSC, or other lawful authority adjudicate to the contrary, the provisions of Article 4.2 (a) shall apply. However, the Municipality may be considered to be operating a municipal load aggregation plan pursuant to Joule Order and Local Law. The Competitive Supplier hereby agrees that it will take no action, whether directly or through its Associated Entities, that would make the Municipality liable to any Participating Consumer due to any act or failure to act on the part of the Competitive Supplier or its Associated Entities relating to the delivery or supply of Firm Full-Requirements Power Supply.

Municipality shall conduct outreach to the community in addition to the initial program notification letter as required by the Public Service Commission, which will be delivered at the Competitive Supplier’s expense, with a Business Reply Mail insert to allow Eligible Consumers to opt out without postage expense. As required by the Public Service Commission, Municipality will report on their endeavors to Program Administrator to inform residents on the Program and “non-demand charge” commercial businesses. In case of any doubt, Municipality shall retain final control of content related to all communications.

ARTICLE 7 ROLE OF PROGRAM ADMINISTRATOR

7.1 PROGRAM ADMINISTRATOR RIGHTS AND DUTIES

Program Administrator is responsible for Program organization, administration, procurement, and communications, unless otherwise specified herein or agreed in writing.

Program Administrator, agrees to:

- (a) Provide the involved agencies and parties, such as but not limited to the PSC or Distribution Utility, requested information about and documentation of the actions undertaken by the Municipality in furtherance of enabling participation in the Program;
- (b) Prepare, or cause to be prepared, and provide the Municipality with requested and non-confidential information that the involved agencies and parties, such as but not limited to the PSC or Distribution Utility, provide to the Program Administrator in furtherance of establishing the Program;

- (c) Upon execution hereof, initiate all the necessary steps to secure the needed information to fulfill the customer notification requirements of the Joule Order, including but not limited to the following: file final versions of customer opt-out letters, after the supply procurement is finalized, that provide details on Program contracts.
- (d) File any request for proposals or similar solicitation seeking electricity supply or other energy services and any draft correspondence on such services with DPS Staff for review.
- (e) Provide the Municipality with timely communications content to effect customer notification requirements for approval, such approval not to be unreasonably withheld, given the projected schedule of Program's implementation; and
- (f) Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program; and
- (g) Fulfill any other responsibilities as set forth in this agreement herein.

7.2 PROGRAM ADMINISTRATOR FEE

Competitive Supplier shall pay Program Administrator \$0.0008 for each kWh delivered, invoiced and paid for by Participating Consumers during the Term ("**Program Administrator Fee**" or "**Fee**"). The Parties agree that Competitive Supplier will remit the Program Administrator Fee to the Program Administrator, pursuant to the terms of this ESA. Competitive Supplier shall pass through such payments to Program Administrator for the duration of this ESA. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties.

7.3 PAYMENT OF FEE

Payment to Program Administrator will be made monthly by Automated Clearing House ("**ACH**") (an electronic network for financial transactions) to the account set forth in Exhibit B hereto, provided that Competitive Supplier has received payment with respect to the electricity used by the Participating Consumers. The Program Administrator Fee shall be paid by the last business day of the month based on revenue collected by Competitive Supplier with respect to each Participating Consumer during the calendar month two months prior. For example, full payments received in January will be paid by the end of March. If Competitive Supplier has paid a past Fee in error (or the payment was based on information subsequently determined invalid), it may deduct from or add to future payments due under this ESA and provide explanation of the error in sufficient detail.

Program Administrator shall provide the Municipality with a reasonably detailed accounting not less than annually of the program impact (e.g., rates paid vs utility rate), financial and other, including revenues received and expenses incurred on communication, administration and legal expenses.

7.4 INDEPENDENT CONTRACTOR

The Parties agree that Program Administrator is not an agent or employee of Competitive Supplier for any purpose. All expenses which are incurred by Program Administrator in connection with

this ESA shall be borne wholly and completely by Program Administrator, except as otherwise agreed herein or in writing. Program Administrator shall be responsible for all state, federal, and local taxes, including estimated taxes and social security and employment reporting for Program Administrator or any employees or agents of Program Administrator.

ARTICLE 8 PRICES AND SERVICES; BILLING

8.1 SCHEDULE OF PRICES AND TERMS

Competitive Supplier agrees to provide Firm Full-Requirements Power Supply and other related services as expressly set forth herein in accordance with the prices and terms included in Exhibit A to this ESA, which Exhibit is hereby incorporated by reference into this ESA.

8.2 OBLIGATION TO SERVE

As between the Parties, Competitive Supplier has the sole obligation to obtain sources of supply, whether from generating facilities owned or controlled by its affiliates, through bilateral transactions, or the market, as may be necessary to provide Firm Full-Requirements Power Supply for all of the Participating Consumers under the Program. Competitive Supplier, except as explicitly limited by the terms included in Exhibit A, shall be obligated to accept all Participating Consumers, regardless of their location or energy needs provided such Participating Consumers are eligible under the applicable regulations and tariffs of the Distribution Utility.

8.3 METERING

The Parties understand and acknowledge that the Distribution Utility will be responsible for any metering which may be required to bill Participating Consumers in accordance with the rules governing the supply of electricity in the service territory of the Distribution Utility.

8.3.1 Title

Title to Firm Full-Requirements Power Supply will transfer from Competitive Supplier to Participating Consumers at the Point of Sale. In accordance with the rules governing the supply of electricity in the service territory of the Distribution Utility, Competitive Supplier will be responsible for any and all losses incurred on the local network transmission systems and distribution systems, as determined by the Distribution Utility.

8.3.2 Billing and Payment

Unless otherwise specified in an exhibit to this ESA, all billing under this ESA shall be based on the meter readings of each Participating Consumer's meter(s) performed by the Distribution Utility. Competitive Supplier shall cause the Distribution Utility to prepare and mail bills to Participating Consumers monthly. The Competitive Supplier shall adopt the billing and payment terms offered by the Distribution Utility to its Eligible Consumers on Basic Utility Supply Service. If actual meter date is unavailable, the Competitive Supplier may cause the Distribution Utility to

bill based on its good faith estimates of usage. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

8.3.3 Regional and Local Transmission

The prices quoted in Exhibit A do not include current and future charges for distribution service costs collected by the Distribution Utility under its distribution service tariff or local transmission costs as may be imposed by NYISO or individual electric utilities that have FERC transmission tariffs. The Competitive Supplier understands that these costs will be collected by the Distribution Utility. If, in the future, Competitive Supplier becomes responsible for such distribution or transmission costs, Competitive Supplier shall be entitled to collect such costs from Participating Consumers to the extent permitted by any Governmental Rules. These costs are "pass through" costs as determined by the appropriate regulatory agencies.

8.3.4 Taxes

All sales, gross receipts, excise or similar taxes imposed with respect to the sale or consumption of Firm Full-Requirements Power Supply required to be collected by the Competitive Supplier shall be included on the Participating Consumer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. For avoidance of doubt, it is understood that the Competitive Supplier shall include gross receipts tax in its preparation of Participating Consumers' bills. Participating Consumers shall be responsible for all taxes that are customarily imposed upon a purchaser of electricity and are associated with electricity consumption under the ESA. The Parties acknowledge and agree that Participating Consumers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier. For avoidance of doubt, Competitive Supplier shall be responsible for all taxes imposed upon it as a supplier of electricity, including taxes on Competitive Supplier's income.

ARTICLE 9 ADDITIONAL COMPLIANCE BY COMPETITIVE SUPPLIER

Competitive Supplier agrees that it, and its Associated Entities directly or indirectly involved in providing services or meeting the Competitive Supplier's obligations under the ESA, will comply with the applicable provisions of the Joule Order and any regulations, orders or policies adopted pursuant thereto.

In addition, Competitive Supplier specifically represents, warrants and agrees that it that it has reviewed and has fully complied and will fully comply with, all relevant regulations, requirements, and orders of the FERC, NYISO, and PSC.

Competitive Supplier shall comply with all requirements of the Request for Proposal issued in relation to this ESA.

ARTICLE 10 SERVICE PROTECTIONS FOR CONSUMERS

10.1 UNIFORM BUSINESS PRACTICES COMPLIANCE

Competitive Supplier agrees that it and its Associated Entities directly or indirectly involved in providing services or meeting the Competitive Supplier's obligations under the ESA shall comply with the provisions of the Uniform Business Practices, as applicable to Competitive Suppliers, and any amendments thereto, notwithstanding any relief from the Uniform Business Practices offered by the PSC to the Program. In addition, the Competitive Supplier and its Associated Entities agrees to comply with any code of conduct or policies the PSC may adopt in accordance with the Joule Order and to all related Orders of Case 14-M-0224 to which the Program Administrator is required to adhere, notwithstanding any relief from the Uniform Business Practices offered by the PSC to the Program.

10.2 DESCRIPTION OF SUPPLIER'S PROCEDURES AND SERVICES

The Competitive Supplier shall, on or before the Effective Date, provide a written, detailed description of its billing and termination procedures, customer services, confidentiality and related practices and procedures for approval by the Municipality (which approval shall not be unreasonably withheld). Such written description shall also include the Competitive Supplier's plans for protecting the rights and protections of Participating Consumers under the Home Energy Fair Practices Act which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. If the Participating Consumer(s) so permit(s) or to the extent such permission is required by law or the terms of any PSC order with respect to this ESA, the Competitive Supplier agrees to provide notice to the Municipality of any consumer complaints received from a Participating Consumer, and the Municipality shall have the right, but not the obligation, to participate (directly or through the Program Administrator) in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent permitted by PSC regulations and other applicable law. The failure to timely submit such written description, or the submission of practices and procedures which materially fail to comply with PSC regulations and policies, shall be deemed grounds for termination of this ESA, at the discretion of the Municipality after providing written notice by the Municipality or the Program Administrator, of such failure to the Competitive Supplier and allowing the Competitive Supplier sixty (60) days to cure such failure.

10.3 DISPUTE RESOLUTION

In accordance with the Uniform Business Practices, in the event of a dispute regarding an invoice or Competitive Supplier's service, whether directly or through its Associated Entities, under this ESA, a Participating Consumer may initiate a formal dispute resolution process by providing written notice to the PSC. The PSC will assist the Parties in reaching a mutually acceptable resolution. If no such resolution is reached within 40 calendar days of receipt of the formal written notice, any Party may request an initial decision from PSC. Parties may appeal this decision.

ARTICLE 11 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

Competitive Supplier agrees that it shall conduct its operations and activities under this ESA in accordance with all applicable state and federal laws regarding non-discrimination in hiring and employment of employees, and will require all Associated Entities to do the same.

ARTICLE 12 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

12.1 POWER SUPPLY INFORMATION

12.1.1 Monthly Report of Sales

Competitive Supplier shall provide the Program Administrator with a monthly report of sales which will contain at a minimum: (i) the actual aggregate kWh sales, rate and commission due to Program Administrator for each meter read of the reporting period (with billing “from and to” date); (ii) account status (e.g., active or cancelled); (iii) the number of Participating Consumer accounts active in each meter read of the reporting period; and (iv) other information reasonably requested. In addition, the aggregate kWh sales and number of Participating Consumer accounts shall be listed in the report both by Service Class and rate. The monthly report will be due to the Program Administrator within thirty (30) days following the close of each month. This information shall be provided in electronic format, satisfactory to the Program Administrator.

12.1.2 Consumer-Related Data

On and after the Service Commencement Date, Competitive Supplier will maintain consumer-related data in electronic form including utility account number, billing name, billing address, service address historical usage, demand, and ICAP (Installed Capacity) data. A violation of this Article 12.1.2 shall be grounds for termination under Article 4.2(a) unless such violation is due to a system or reasonable administrative error and the Competitive Supplier demonstrates to the Municipality’s satisfaction that such system or administrative error exists and that the Competitive Supplier is acting in good faith to resolve such issue.

12.1.3 Standard of Care

Competitive Supplier and its Associated Entities shall use all Commercially Reasonable efforts in preparing and providing any information or data required under the ESA. To the extent that Competitive Supplier determines that any information or data provided hereunder is in error, it shall provide such information or data to the Municipality or its agent within a Commercially Reasonable time.

12.2 POWER SUPPLY REPORT

Unless the Environmental Disclosure Program labeling requirement is waived by PSC, Competitive Supplier shall present a copy of the current Environmental Disclosure Program label as and when required by PSC of all Competitive Suppliers to be disclosed to their Participating

Consumers, which includes information pertaining to Competitive Supplier's power supply and a reasonably detailed description of the sources of Competitive Supplier's power supply used to serve Participating Consumers pursuant to this ESA, except to the extent such disclosure would violate any confidentiality obligations of Competitive Supplier.

12.3 BOOKS AND RECORDS

Competitive Supplier shall keep its books and records in accordance with any applicable regulations or guidelines of PSC, FERC, and any other Governmental Authority and accounting standards. The Municipality will have electronic access to any reports mandated by the Securities and Exchange Commission which are available on the Internet "EDGAR" system. Upon reasonable request by the Municipality and at the Municipality's reasonable expense, Competitive Supplier or its Associated Entities shall provide reasonable back up for any charge under this ESA questioned by the Municipality.

12.4 COPIES OF REGULATORY REPORTS AND FILINGS

Upon reasonable request, Competitive Supplier shall provide to the Municipality a copy of each public periodic or incident-related report or record relating to this ESA which it files with any New York or federal agency regulating rates, service, compliance with environmental laws, or compliance with affirmative action and equal opportunity requirements, unless the Competitive Supplier is required by law or regulation to keep such reports confidential. Competitive Supplier shall be reimbursed its reasonable costs of providing such copies, if only available in hard copy.

ARTICLE 13 RESOLUTION OF DISPUTES; CHOICE OF LAW AND FORUM

13.1 CHOICE OF LAW AND FORUM

This ESA and the rights of the Parties shall be interpreted and determined in accordance with the laws of the State of New York without respect to conflicts-of-laws principles. Any litigation arising hereunder shall be brought solely in the appropriate federal court in New York or appropriate state court sitting in the New York county in which the Municipality is located, to whose jurisdiction the Parties hereby assent, waiving all objections to venue or forum.

13.2 DISPUTE RESOLUTION

Unless otherwise provided for in this ESA, the dispute resolution procedures of this Article 13.2 shall be the exclusive mechanism to resolve disputes arising under this ESA. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this ESA. Any dispute that arises under or with respect to this ESA that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party(ies) involved in the dispute a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties involved in the dispute. In the event that the Parties involved in the dispute cannot

resolve a dispute by informal negotiations, the Parties may seek judicial relief or enforcement subject to the provisions of this ESA. Notwithstanding the foregoing, injunctive relief may be immediately sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this ESA.

ARTICLE 14 INDEMNIFICATION

14.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

In addition to any other remedies available to the Municipality at law or equity, and notwithstanding any other provision contained herein, the Competitive Supplier shall indemnify, defend and hold harmless the Municipality and the Program Administrator ("**Indemnified Parties**") and the Indemnified Parties' elected officials, officers, owners, directors, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising directly from or in connection with (i) any material breach by Competitive Supplier or its Associated Entities of its obligations, covenants, representations or warranties contained in this ESA and not resulting from the actions (or omissions where there is a duty to act) of the NYISO, Distribution Utility, the Municipality, the Program Administrator or any of their elected officials, officers, owners, directors, r employees, representatives, independent contractors or agents, if any or (ii) any action or omission taken or made by the Competitive Supplier or its Associated Entities in connection with Competitive Supplier's performance of this ESA.

14.2 NOTICE OF INDEMNIFICATION CLAIMS

If the Municipality or Program Administrator seeks indemnification pursuant to this ARTICLE 14, it shall notify Competitive Supplier of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim.

14.3 SURVIVAL

Notwithstanding any provision contained herein, the provisions of this Article ARTICLE 14 shall survive the termination of this ESA for a period of two (2) years with respect to (i) any claims which occurred or arose prior to such termination and (ii) any losses occurring as a result of the termination.

14.4 DUTY TO MITIGATE

Each Party agrees that they have a duty to mitigate damages and covenant that they will use Commercially Reasonable efforts to minimize any damages they may incur as a result of the other Party's performance or non-performance of this ESA.

ARTICLE 15 REPRESENTATIONS AND WARRANTIES**15.1 BY THE COMPETITIVE SUPPLIER**

As a material inducement to entering into this ESA, the Competitive Supplier hereby represents and warrants to the Municipality as of the Execution Date of this ESA as follows:

- (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary for it to perform its obligations under this ESA;
- (b) it has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
- (c) the execution, delivery and performance of this ESA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Governmental Rule applicable to it;
- (d) subject to the conditions set forth in Article 2.4, this ESA constitutes a legal, valid and binding obligation of the Competitive Supplier enforceable against it in accordance with its terms, and the Competitive Supplier has all rights such that it can and will perform its obligations to the Municipality in conformance with the terms and conditions of this ESA, subject to Bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;
- (e) no Bankruptcy is pending against it or to its knowledge threatened against it;
- (f) none of the documents or other written information furnished by or on behalf of Competitive Supplier to or for the benefit of the Municipality pursuant to this ESA, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and
- (g) all information furnished by Competitive Supplier in response to the Request for Proposals for competitive electric supply services is true and accurate.

15.2 BY THE MUNICIPALITY

As a material inducement to entering into this ESA, the Municipality hereby represents and warrants to Competitive Supplier as of the Execution Date of this ESA as follows:

- (a) this ESA constitutes the legal, valid and binding contract of the Municipality enforceable in accordance with its terms, subject to applicable law;
- (b) the execution, delivery and performance of this ESA are within the Municipality's powers, have been or will be duly authorized by all necessary action;
- (c) Municipality has all authorizations from local Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due; and

(d) no Bankruptcy is pending or threatened against the Municipality;

15.3 BY THE PROGRAM ADMINISTRATOR

As a material inducement to entering into this ESA, the Program Administrator hereby represents and warrants to Competitive Supplier and Municipality as of the Execution Date of this ESA as follows:

- (a) this ESA constitutes the legal, valid and binding contract of Program Administrator enforceable in accordance with its terms, subject to applicable law
- (b) the execution, delivery and performance of this ESA are within Program Administrator's powers, have been or will be duly authorized by all necessary action;
- (c) Program Administrator has all authorizations from any local or state Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due; and
- (d) no Bankruptcy is pending or threatened against Program Administrator.

ARTICLE 16 INSURANCE

16.1 In order to help support the indemnifications provided in ARTICLE 14, and its other promises and covenants stated herein, Competitive Supplier shall secure and maintain, at its own expense, before the Effective Date and throughout the term of this ESA, unless otherwise specified, commercial general liability insurance of at least \$1,000,000 combined single limit and excess liability coverage of at least \$5,000,000 with insurers licensed to do business in the State of New York. Each of the required insurance policies shall be with insurers qualified to do business in the State of New York, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition. In the event the Competitive Supplier's insurance carrier is downgraded to a rating of lower than Best's A-, Competitive Supplier shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-. Proof acceptable to the Municipality that each such insurance coverage is in force and effect, and listing the Municipality as an additional insured on all policies, shall be submitted on or before the Effective Date and thereafter whenever renewed or requested by the Municipality. All insurers must be notified that the insurance policies must provide that a copy of any notice of cancellation or non-renewal will be sent to the Municipality.

16.2 With respect to any of the insurance policies provided by the Competitive Supplier pursuant to these requirements which are "claims made" policies, in the event at any time such policies are canceled or not renewed, the Competitive Supplier shall provide a substitute insurance policy with terms and conditions and in amounts which comply with these requirements and which provides for retroactive coverage to the date of the cancellation or non-renewal of the prior "claims-made" policy. With respect to all "claims made" policies which have been renewed, the Competitive Supplier shall provide coverage retroactive to the Effective Date under this ESA. All

said substitute or renewed “claims made” policies shall be maintained in full force and effect for not less than three (3) years after the date of the termination of the ESA.

16.3 Competitive Supplier, to the extent required by law, must provide worker’s compensation insurance meeting all applicable state and federal requirements.

ARTICLE 17 REGULATORY EVENT/NEW TAXES

17.1 REGULATORY EVENT

If a Regulatory Event occurs, the Parties shall use their best efforts to reform this ESA to give effect to the original intent of the Parties. If despite such best efforts, a Regulatory Event affects Competitive Supplier, and both Program Administrator and Municipality agree that Competitive Supplier is incurring excess costs as a result thereof and agrees that Competitive Supplier may recover such costs, such amount shall be allocated to and collected from Participating Consumers on a per kWh basis through applicable monthly invoice(s).

17.2 QUALIFYING REGULATORY EVENT

If a Qualifying Regulatory Event occurs, the Parties shall use their best efforts to reform this ESA to give effect to the original intent of the Parties. If a Qualifying Regulatory Event affects Competitive Supplier and Competitive Supplier incurs materially excess or materially reduced costs as a result thereof, such amount shall be allocated to and collected from, or credited to, Participating Consumers on a per kWh basis through applicable monthly invoice(s).

17.3 NEW TAXES

If any New Taxes are imposed for which Competitive Supplier is responsible, the amount of such New Taxes shall be allocated to and collected from Participating Consumers through applicable monthly invoice(s).

ARTICLE 18 MISCELLANEOUS

18.1 OPTION FOR ALTERNATIVE SUPPLY OF POWER

The Parties agree that the terms of Exhibit C shall provide an option for the provision of an additional Renewable Power Product to the Program.

18.2 NO ASSIGNMENT WITHOUT PERMISSION

Except in the event of the sale of all or substantially all of its retail electricity business to an entity with credit and service ability to deliver on all facets of this ESA reasonably acceptable to Municipality, Competitive Supplier or Program Administrator shall not directly or indirectly assign this ESA or any of its rights, obligations and privileges under this ESA without the prior written approval of the Municipality. Such approval may be denied at the reasonable discretion of the Municipality, including if the proposed assignee does not have the experience and financial

ability to fulfill all obligations of the Competitive Supplier or Program Administrator in the ESA. Notwithstanding the above, any assignment of this ESA by the Competitive Supplier, whether as the result of the sale of all or substantially all of the Competitive Supplier's business related to this ESA or otherwise, shall be subject to the following requirements: (i) Competitive Supplier shall provide the Municipality with notice of the proposed assignment at least ninety (90) days prior to such assignment; (ii) Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this ESA; and (iii) Competitive Supplier and such assignee shall, at least ninety (90) days in advance of any assignment, reasonably demonstrate to Municipality that assignee has the experience and financial ability to fulfill all obligations of the Competitive Supplier in the ESA. The Municipality or Program Administrator may assign this ESA without the prior consent of Competitive Supplier provided that the proposed assignee has at least the same financial ability as the Municipality or Program Administrator and such assignment would not materially impair the rights and interests of Competitive Supplier under this ESA. The rights and obligations created by this ESA shall inure to the benefit of, and be binding upon, the successors and permitted assigns of, the respective Parties hereto.

18.3 DIRECT MARKETING

Prior to the introduction of any new product or service which Competitive Supplier may wish to make available to Participating Consumers or other Eligible Consumers located within the Municipality, Competitive Supplier agrees to (i) give the Municipality written notice of such new product or service and (ii) subject to the entry into reasonable confidentiality terms to the extent permitted by law and mutually acceptable to the Parties, discuss with the Municipality the possible inclusion of such new product or service in this or another aggregation program undertaken by the Municipality.

Competitive Supplier also agrees not to engage, whether directly or through any of its Associated Entities, in any direct marketing to any Participating Consumer that relies upon Competitive Supplier's unique knowledge of, or access to, Participating Consumers gained as a result of this ESA. For the purposes of this provision, "direct marketing" shall include any telephone call, mailing, electronic mail, or other contact between the Competitive Supplier and the Consumer.

Programs of the Competitive Supplier that do not rely on unique knowledge or access gained through this ESA will not constitute such "direct marketing."

18.4 NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this ESA shall be in writing and addressed to the Parties as designated in Exhibit B.

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this ESA; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or

registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this ESA; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this ESA. Any party may change its address and contact person for the purposes of this Article 18.3 by giving notice thereof in the manner required herein.

18.5 CHANGES IN EMERGENCY AND SERVICE CONTACT PERSONS

In the event that the name or telephone number of any emergency or service contact for the Competitive Supplier changes, Competitive Supplier shall give prompt notice to the Municipality and the Program Administrator in the manner set forth in Article 18.4. In the event that the name or telephone number of any such contact person for the Municipality changes, prompt notice shall be given to the Competitive Supplier and the Program Administrator in the manner set forth in Article 18.4. In the event that the name or telephone number of any such contact person for the Program Administrator changes, prompt notice shall be given to the Competitive Supplier and the Municipality in the manner set forth in Article 18.4.

18.6 ENTIRE AGREEMENT; AMENDMENTS

This ESA constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This ESA may only be amended or modified by a written instrument signed by all Parties hereto, duly authorized to sign such instrument.

18.7 FORCE MAJEURE

If by reason of Force Majeure any Party is unable to carry out, either in whole or in part, its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the Force Majeure, gives the other Party hereto written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If (i) an event of Force Majeure caused by any strikes, lockouts or other industrial disturbances involving Competitive Supplier or its Associated Entities continues for a period of thirty (30) days or longer, or (ii) an event of Force Majeure arising from any other cause continues for a period of one hundred eighty (180) days or longer, any Party may terminate this ESA by sending the other Party a written notice as set forth in Article 4.2; provided, however, that the same shall not constitute a default under this ESA and shall not give rise to any damages. Additionally, Competitive Supplier shall submit all consumer drops via EDI to the Distribution Utility in accordance with the rules and regulations set forth by the PSC in Case 98- M-0667.

18.8 EXPENSES

Each Party hereto shall pay all expenses incurred by it in connection with its entering into this ESA, including without limitation, all of its attorney's fees and expenses.

18.9 NO JOINT VENTURE

Each Party will perform all obligations under this ESA as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Municipality and the Competitive Supplier hereunder are individual and neither collective nor joint in nature.

18.10 NO RULE OF STRICT CONSTRUCTION

The language contained herein shall be deemed to be that approved by all Parties hereto and no rules of strict construction shall be applied against any Party hereto.

18.11 COUNTERPARTS

This ESA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

18.12 DIGITAL SIGNATURES

This ESA may be executed by facsimile or other digital signature (or by using a digital signature service such as DocuSign), and such signature shall have the same force and effect as a manual signature.

18.13 WAIVER

No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this ESA shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party(ies) so failing. A waiver of any of the provisions of this ESA shall only be effective with respect to an obligation to the waiving Party and shall only be effective if made in writing and signed by the Party who is making such waiver.

18.14 ADVERTISING LIMITATIONS

Competitive Supplier agrees not to use, whether directly or through any of its Associated Entities, the name of the Municipality, or make any reference to the Municipality in any advertising or other information to be distributed publicly for marketing or educational purposes, unless the Municipality expressly agrees to such usage. Any proposed use of the name of the Municipality

must be submitted in writing for agreement and prior written approval which may be withdrawn through a notice in writing at any time. The Municipality acknowledges that the Competitive Supplier's corporate affiliates own the exclusive right to the trademarked logo and trade name used by Competitive Supplier. No right, license or interest in this trademark and/or trade name is granted to the Municipality hereunder, and the Municipality agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

18.15 PRESS RELEASES

The Parties agree to joint review and approval prior to issuance of all media press releases regarding this Agreement. Approval of press releases will not be unreasonably withheld. The Parties agree to cooperate in good faith prior to the issuance of any formal press release with respect to this ESA, such cooperation to include agreement as to the form, substance and timing of such formal press release.

18.16 HEADINGS AND CAPTIONS

The headings and captions appearing in this ESA are intended for reference only, and are not to be considered in construing this ESA.

18.17 SURVIVAL OF OBLIGATION

Termination of this ESA for any reason shall not relieve the Parties of any obligation accrued or accruing prior to such termination.

ARTICLE 19 REMEDIES

19.1 GENERAL

Subject to the limitations set forth in Article 19.2 below and ARTICLE 4, the Parties reserve and shall have all rights and remedies available to each of them at law or in equity with respect to the performance or non-performance of the other Party hereto under this ESA.

19.2 LIMITATIONS

NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, TORT, CONTRACT OR OPERATION OF LAW.

Notwithstanding the foregoing, each Party acknowledges that the preceding sentence shall not limit the other Party's rights to seek direct damages or, under Article 14.1, to seek indemnification from Competitive Supplier for consequential, punitive, or incidental damages described in the preceding sentence or other such losses claimed by third- parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this ESA to be executed by their duly authorized representatives, as required by the applicable laws of the city, town or municipality and the laws, rules and regulations of the State of New York, as of the respective dates set forth below.

COMPETITIVE SUPPLIER

By: _____
Name:
Title:
Address:

Dated: _____

MUNICIPALITY

By: _____
Name:
Title:
Address:

Dated: _____

PROGRAM ADMINISTRATOR

By: _____
Name: Michael Gordon
Title: Chief Executive Officer; Joule Assets, Inc.
Address: 22 Edgemont Road, Katonah, NY 10536

Dated: _____

[SIGNATURE PAGE TO ELECTRICITY SUPPLY AGREEMENT]

**Exhibit A - PART 1
PRICES AND TERMS**

Joule Assets Community Choice Aggregation Program Default CCA Renewable Electricity Product

This shall be the default product offered to Participating Consumers.

Firm Full-Requirements Price by Rate Classification for all Participating Consumers located in the Distribution Utility (to wit, [name of distribution utility]) territory commencing service on the first Consumer meter-read date after [] (“**First Meter Read Date**”).

Table 1:

Rate Class	Fixed Price per kWh	
Residential	\$	
Small Commercial	\$	

Terms for System Supply Service

Term: The Price and Terms stated on this Exhibit A – Part 1 will commence on the First Meter Read Date and continue until the first Consumer meter read date after [] (“**Final Meter Read Date**”), unless this ESA is sooner terminated in accordance with Article 4.2 of this ESA.

The period of delivery of Firm Full-Requirements Power Supply shall be consistent with the provisions of ARTICLE 4 and Exhibit A of this ESA.

Start-Up Service Date: Firm Full-Requirements Power Supply will commence at the prices stated above as of Participating Consumer’s First Meter Read Date.

Renewable Energy in System Supply: 100% of electricity supply shall be CCA Renewable Electricity Product as defined in the Agreement.

Eligible Consumer Opt-Out: Participating Consumers are free to opt-out of the Program utilizing established utility data drop protocols. Participating Consumers are to provide five (5) days notice to the Competitive Supplier of such termination and Competitive Supplier will notify Distribution Utility to resume service as soon as possible after such notification. There are no fees or charges for Participating Consumers to opt-out or terminate service.

Credit policy: The Competitive Supplier will not require a credit review for any consumer participating in the Program, nor will Competitive Supplier require any consumer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Consumer and return such consumer to Default Utility Service in the event that the consumer fails to pay to Competitive Supplier amounts past due greater than sixty (60) days.

[To Be added if (a) Competitive Supplier submits a fixed price bid that has been accepted and (b) an adder is applicable.

If Competitive Supplier has submitted a fixed price bid, then New Consumers who enroll or are enrolled into the Program after the first Consumer meter-read date referred to above shall be served at the fixed rate as determined by the rate calculator described in the Request for Proposals at the time of enrollment, plus the applicable adder, if any, for each rate class set forth in Table 2 below.

Table 2:

Rate Class	Adder (or subtractor) per kWh
Residential	\$0.0
Small Commercial	\$0.0

]

**Exhibit A - PART 2
PRICES AND TERMS (continued)**

[Intentionally Deleted]

**Exhibit B -
CONTACT, NOTICE AND PAYMENT INFORMATION**

<u>PROGRAM ADMINISTRATOR GENERAL INFORMATION</u>	<u>MUNICIPALITY GENERAL INFORMATION</u>	<u>SUPPLIER GENERAL INFORMATION</u>
Joule Assets Inc Contact Name: Glenn Weinberg	[Municipality] Contact Name: []	[Name of Supplier] Contact Name: []
Address: 22 Edgemont Road Katonah, New York 10536 914 - 977 - 3444	Address: [] Telephone Number: []	Address: [] Telephone Number: []
E-mail Address: gweinberg@jouleassets.com	E-mail Address: []	Email Address: []
<u>PROGRAM ADMINISTRATOR ADDRESS FOR NOTICES PURSUANT TO ARTICLE 18.4</u>	<u>MUNICIPALITY ADDRESS FOR NOTICES PURSUANT TO ARTICLE 18.4</u>	<u>SUPPLIER ADDRESS FOR NOTICES PURSUANT TO ARTICLE 18.4</u>
ATTN: Glenn Weinberg Joule Assets Inc	ATTN: [] Municipality: []	ATTN: []
Address: 22 Edgemont Road	Address: []	Address: []
City, State Zip: Katonah, NY 10536	City, State Zip: []	[]
With a copy to:	With a copy to:	With a copy to:
Name: Stephen Filler, General Counsel Joule Assets Inc. 22 Edgemont Road Katonah, New York 10536 sfiller@jouleassets.com	Name: Address:	Name: Address:

[ONLY TO BE INCLUDED FOR AGREEMENTS FOR SUPPLY LONGER THAN A ONE YEAR; OTHERWISE IT WILL NOT BE INCLUDED]

**[Exhibit C -
OPTION FOR ALTERNATIVE SUPPLY OF POWER**

Competitive Supplier shall provide power to Participating Consumers, including the option for consumers to purchase REC's, throughout the term of this ESA and from sources of its own discretion subject to the terms of this Agreement, the RFP and the Competitive Supplier's response. However, Program Administrator desires to support the construction of, or cause the Competitive Supplier to contract directly with, renewable sources of energy (each a "**Renewable Power Source**") prior to award or after the Effective Date of the Program for the benefit of the Participating Consumers and of the renewable power market.

Upon agreement to a Power Purchase Agreement ("**PPA**"), acceptable to both Program Administrator, Municipality, and Competitive Supplier with any Renewable Power Source, the Competitive Supplier may purchase output from the Renewable Power Source to Competitive Supplier (or Associated Entity) either through purchase by Competitive Supplier from a third party, or by way of assignment by Program Administrator) of that PPA in accordance with this Exhibit.

Competitive Supplier may either work from a roster of Renewable Power Sources pre-approved by Program Administrator (with the cooperation of Municipality) who retain a PPA consistent with Program Administrator's needs (for the benefit of Participating Consumers), or Competitive Supplier may obtain written approval from Program Administrator for an alternative source and PPA.

In the event Program Administrator identifies output from Renewable Power Source(s) that Program Administrator intends to assign or direct to the Competitive Supplier for use in the program for the benefit of Participating Consumers, Program Administrator will describe whether each product is unit-contingent or smoothed, and Program Administrator will describe the projected (if unit contingent) or committed quantity (if smoothed) for RECs, Capacity and/or kWh, including time blocks for the product, if appropriate.

The Program Administrator will then fill out the Table, below, adding to it as necessary:

Product	Unit-Contingent or committed	Time Block	Zone	Price (per Unit)
kWh Output				
REC Output				

Capacity Standby				
kWh Output				
REC Output				
Capacity Standby				

Competitive Supplier will then solicit offers from the free market for like quantities of power, REC or capacity.

Competitive Supplier will then be required to accept offers of _____ if _____ for supply to the Program.

In such case, the Parties shall agree to a rate adjustment to Participating Consumers to (a) compensate Competitive Supplier (or an Associated Entity) for any losses should Competitive Supplier (or an Associated Entity) need to then sell off any of the original power purchased to supply the Program at a lower price than it purchased it for, or (b) compensate Participating Consumers for any gains should Competitive Supplier (or an Associated Entity) then be able to sell off any of the original power purchased to supply the Program at a higher price than it purchased it for.

To benefit the Municipality or Participating Consumers, Program Administrator will be authorized to invite bidders to purchase the power being replaced (separately by kWh, capacity or REC or in any bundle it chooses) if, in its sole discretion, it believes it can sell current positions that match the unit-contingent production expectation at a higher price than Competitive Supplier is quoting as a sales price.]

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**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
JUNE 2020**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT							
84 LUMBER COMPANY	PJS	147222	0603-597730	LOCK 62 BRIDGE LUMBER	357.60							
				VENDOR TOTAL	357.60							
ACTION TELEPHONE EXCHANGE	PJS	147135	198005262020	AFTER HOURS ANSWERING SERVICE	168.23							
				VENDOR TOTAL	168.23							
ADMAR SUPPLY COMPANY, INC	PJS	147093	2029733-0002	RENT CHIPPER	325.00							
				147095	2033090-0001	CHAINSAW OIL	41.42					
						2033108-0001	CHAINSAW OIL	20.22				
							147095	CR2033090-0002	RETURNED OIL	-10.44		
									147257	2033856-0001	WATER TANK	125.00
											147113	2032552-001
VENDOR TOTAL	1,021.20											
ADVANCED SAFE & LOCK, INC	PJS	147270	27268	DOOR REPAIR / LIBRARY	153.75							
				VENDOR TOTAL	153.75							
ALLIANCE DOOR & HARDWARE	PJS	147086	220229	DOOR BUMPERS	6.80							
				147250	220359	OVERHEAD DOOR REPAIR	420.00					
						VENDOR TOTAL	426.80					
ALLIED SPRING & SUSPENSION	PJS	147169	03S3892			REPAIR #462	693.45					
				147170	03W2449.02	REPAIR #462	996.02					
						VENDOR TOTAL	1,689.47					
AMERICAN EQUIPMENT LLC	PJS	147253	65938-02			EXCAVATOR RENTAL	3,780.00					

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
JUNE 2020**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	3,780.00
APPLIED MAINTENANCE SUPPLIES & SOLUTIONS	PJS	147165	7018997860	CLOROX WIPES	81.32
				VENDOR TOTAL	81.32
BAND PARTS PLUS	PJS	147188	344558	502 TIRE SENSOR	35.48
	PJS	147156	758654	GREASE HEADLIGHTS	415.63
	PJS	147179	758752	SIGNAL BULBS	4.50
				VENDOR TOTAL	455.61
BENEFIT RESOURCE INC	GJD	147130	570269	MONTHLY FSA ADMIN FEES: MAY 2020	141.75
				VENDOR TOTAL	141.75
BONADIO & CO., LLP	GJD	147238	BN239818	FY19 DEFERRED COMPENSATION AUDIT	1,500.00
				VENDOR TOTAL	1,500.00
BRIGHTON MOWER SERV., INC	PJS	147211	86064	AIR FILTER	19.98
	PJS	147224	86223	CASTER TIRE	35.99
	PJS	147295	86286	MOWER PART	65.99
	PJS	147177	86102	MOWER BLADES	56.97
				VENDOR TOTAL	178.93
BSN SPORTS LLC	PJS	147181	907781529	BASKETBALL RIM	119.00
				VENDOR TOTAL	119.00
CASELLA WASTE MANAGEMENT OF N.Y., INC.	PJS	147107	360640	DISPOSAL SERVICE	818.96
	PJS	147235	91-815524	PSD 4 YD DUMPSTER MONTHLY SERVICE	149.06

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
JUNE 2020**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
CASELLA WASTE MANAGEMENT OF N.Y., INC.	PJS	147288	374361	PARKS	5.29
	PJS	147288	374363	HIGHWAY	98.50
	PJS	147288	374362	HIGHWAY	3.91
	PJS	147288	374366	LIBRARY	10.75
	PJS	147288	374365	KINGS BEND	3.00
				VENDOR TOTAL	1,089.47
CASTLE BRANCH INC	GJD	147127	0743514-IN	EMPLOYEE SCREENING	315.00
				VENDOR TOTAL	315.00
CHAMPION ASPHALT MAINTENANCE	PJS	147240	6621	CONTRACTED PATCH WORK FOR ROADS	17,821.20
	PJS	147172	6617	OAK MANOR CRESCENT	5,540.70
	PJS	147172	6616	MITCHELL RD	24,930.75
				VENDOR TOTAL	48,292.65
CHASE CARD SERVICES	JB	147162	1380187	ADDON-DEVPACK-UNLTD MYSQL DB, UNLTD SUBD	39.95
	JB	147162	1380183	MEGA-PHASE HOSTING, TOWNOFPITTSFORD.NET	107.40
	JB	147082	1138980637	SSL CERTIFICATE FOR WEBTRAC (BASIC) - 2	249.00
	JB	147108	INV23302710	ZOOM STANDARD BIZ MONTHLY - 5/29/2020-06	239.90
	JB	147151	156977	MWIPES REUSABLE MICROFIBER WIPES	19.98
	JB	147152	1716377	RENEWAL 1 YEAR STARTUP HOSTING & DOMAIN	159.35
				VENDOR TOTAL	815.58
CLOVER PHYSICAL THERAPY, P.C.	JRH	147273	2020/06/PT	SENIORS ONLINE BALANCE CLASS JUNE 2020	50.00
				VENDOR TOTAL	50.00
COLONY HARDWARE CORP.	PJS	147175	596832-2006	RAKES, SHOVELS	354.00
	PJS	147175	596833-2006	TAMPER, BROOMS	105.14

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
JUNE 2020**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	459.14
CONSTELLATION NEW ENERGY, INC.	GJD	147237	17566621601	STREET LIGHTING: POLE MAINT DIST	0.00
	GJD	147237	17566622001	STREET LIGHTING: TOWN AT LARGE	121.77
	GJD	147237	17566606501	STREET LIGHTING: 1 - 2 POLE DIST	87.57
	GJD	147237	17566627001	STREET LIGHTING: 3 - 6 POLE DIST	83.51
	GJD	147237	17566611501	STREET LIGHTING: 7 OR MORE POLE DIST	160.08
	GJD	147237	17566625501	STREET LIGHTING: STONETOWN DIST	24.90
	PJS	147275	17566254301	ELECT - PUMP STATIONS	86.73
	PJS	147290	17562688101	PORT OF PITTSFORD	17.56
	PJS	147290	17562763301	HIGHWAY	0.00
	PJS	147290	17562764001	TOWN HALL	616.92
	PJS	147299	17562763501	4358 EAST AVE	0.00
	PJS	147299	17562743501	CANDLEWOOD PS	13.77
				VENDOR TOTAL	1,212.81
CROSMAN SEED CORP	PJS	147280	9123	GRASS SEED	344.00
				VENDOR TOTAL	344.00
CUSTOM ALL TEES	PJS	147251	108363	SWEATSHIRTS	921.13
				VENDOR TOTAL	921.13
DEBBIE SUPPLY INC	PJS	147195	644008	THROTTLE CABLE FOR ROLLER	99.67
	PJS	147141	643811	PLEXIGLASS	151.30
	PJS	147097	643670	COUPLER	5.71
				VENDOR TOTAL	256.68
DEL 3750 MONROE AVENUE ASSOCIATES LLC	GJD	147126	PITTS-COUR: 7/20	COURT RENT - JULY 2020	8,952.45

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
JUNE 2020**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	8,952.45
DEMOCRAT & CHRONICLE	GJD	147210	DC1187406: 7/20	SUBSCRIPTON RENEWAL: 7/1-7/31/20	45.00
				VENDOR TOTAL	45.00
DIRECT ENERGY BUSINESS MARKETING, LLC	PJS	147289	HS01881320	DIRECT ENERGY TOWN WIDE AND PUMP STATION	616.23
				VENDOR TOTAL	616.23
DOLOMITE PRODUCTS CO INC	PJS	147245	948612	CONCRETE EAST AVE	723.00
	PJS	147247	941819	CR-1 ARLINGTON DR	1,577.04
				VENDOR TOTAL	2,300.04
DUKE COMPANY	PJS	147112	001443668	HEAVY DUTY TOTER	649.00
				VENDOR TOTAL	649.00
EXODUS EXTERMINATING INC	PJS	147147	220065	GEP PARK EXTERMINATION SERVICE	275.00
	PJS	147147	220063	FARMVIEW PARK EXTERMINATION SERVICE	100.00
	PJS	147114	220066	EXTERIOR EXTERMINATION - PARKS DEPT	265.00
	PJS	147114	220064	EXTERIOR EXTERMINATION - HOPKINS PARK	100.00
				VENDOR TOTAL	740.00
FAIRPORT CHILDREN'S THEATER	JRH	147287	062020/ROCHA	EDWARD ROCHA THEATER INSTRUCTOR PAYMENT	189.00
				VENDOR TOTAL	189.00
FASTENAL CO.	PJS	147168	173351	MASKS	525.00
	PJS	147171	173685	MASKS	1,225.00

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
JUNE 2020**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	1,750.00
FERGUSON ENTERPRISES INC	PJS	147142	4734371	FOUNTAIN FILTERS	1,267.15
				VENDOR TOTAL	1,267.15
FINGER LAKES CHEMICALS	PJS	147249	797836	WINDSHIELD WASH SOLVENT	93.42
				VENDOR TOTAL	93.42
FIVE STAR EQUIPMENT INC	PJS	147192	W08245	REPAIR FOR LOADER	1,108.81
				VENDOR TOTAL	1,108.81
FLEET PRIDE	PJS	147164	52759410	#464 AIR DRYER VALVE	141.61
				VENDOR TOTAL	141.61
FRONTIER COMMUNICATIONS	JRH	147271	05222020	SENIOR PHONE SERVICES 5/22/2020-6/21/202	28.37
	JRH	147272	20202205	RECREATION PHONE SERVICES 5/22/2020-6/21	28.56
	JB	147148	6/01/6430-092614-6	6430 KBP NORTH PHONE & BROAD SERVICE 6/1	67.71
				VENDOR TOTAL	124.64
FSI SYSTEMS, INC.	PJS	147150	8863	PUMP STATION MONITORING	59.90
				VENDOR TOTAL	59.90
GLOBAL EQUIPMENT COMPANY	PJS	147085	115979665	SOCIAL DISTANCING SIGNAGE	209.50
	PJS	147085	115986118	SOCIAL DISTANCING SIGNAGE	391.34
	PJS	147101	114416941	STEP ON GARBAGE CAN	168.92
	PJS	147267	116002578	MAINTAIN DISTANCE SIGNS	250.22

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
JUNE 2020**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	1,019.98
GOEBEL	PJS	147160	05272056953	LIGHTS FOR SHOP,TOOLS, GRINDER	146.20
	PJS	147160	03112055600	LIGHTS FOR SHOP,TOOLS, GRINDER	102.95
	PJS	147160	02122054933	LIGHTS FOR SHOP,TOOLS, GRINDER	84.50
				VENDOR TOTAL	333.65
GOODMAN GLASS AND MIRROR INC.	PJS	147139	5165	PLEXIGLASS PARTITIONS	6,750.00
	PJS	147138	5166	PLEXI GLASS PARTITIONS FOR COURTS	2,200.00
	PJS	147266	5187	PLEXI GLASS 38X48	860.00
				VENDOR TOTAL	9,810.00
GRIFFITH ENERGY	PJS	147246	609656	262 BULK	287.15
	PJS	147246	609655	106.9 CHIP	117.16
	PJS	147167	609615	318 BULK	292.31
	PJS	147167	609614	128.7 CHIP	118.30
				VENDOR TOTAL	814.92
HENRIETTA BUILDING SUPPLIES, INC.	PJS	147146	1382531	PLASTER SUPPLIES	73.60
				VENDOR TOTAL	73.60
HILLYARD, INC.	PJS	147144	603897802	CLEANING AND PAPER SUPPLIES ALL BUILDING	445.78
	PJS	147110	603891532	DISINFECTING WIPES	177.32
	PJS	147110	603886012	DISINFECTING WIPES	88.66
	PJS	147110	CR800475896	CREDIT FOR RETURNED PREP PADS	-127.30
				VENDOR TOTAL	584.46
HOME DEPOT	PJS	147084	6094500	BATTERIES, VELCRO, DOOR CHIMES	105.75
	PJS	147102	6100670	CLAMPS AND STRAPS	51.72

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
JUNE 2020**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
HOME DEPOT	PJS	147103	8620179	TAPE, BUCKET LIDS	69.48
	PJS	147103	8075065	BUCKETS	62.70
	PJS	147103	2121925	BATTERIES, BUCKETS, MISC HARDWARE	79.50
	PJS	147140	9021721	DRILL BITS	55.94
	PJS	147099	8629203	WATER FOR CREW	55.92
	PJS	147153	4030402	MAILBOX POSTS FOR ARLINGTON DRIVE	317.60
	PJS	147163	5622722	WATER	27.96
	PJS	147296	7023520	HARDWARE BRIDGE REPAIR	87.08
	PJS	147278	6023679	2X4, 4X4, SAND	152.28
	PJS	147268	6023654	TARPS AND OUTLETS	107.88
VENDOR TOTAL					1,173.81
HYNES CONCRETE CONTRACTOR INCORPORATED	PJS	147277	S15367	COMPLETION OF ARLINGTON DRIVE GUTTERS	92,684.25
VENDOR TOTAL					92,684.25
INTIVITY, INC.	JRH	147276	1657771-0	SENIORS LUNCHES PROGRAM SUPPLIES	28.13
VENDOR TOTAL					28.13
IRON MOUNTAIN, INC	LMD	147259	CRZK340	RECORD RETENTION 6/1/2020-6/30/2020	630.17
VENDOR TOTAL					630.17
JAMES PETERSON II - PETTY CASH	PJS	147118	6/1/2020	PETTY CASH REIMBURSEMENT	79.81
VENDOR TOTAL					79.81
JAVA FARM SUPPLY, INC.	PJS	147161	1821729	SWITCH FOR MOWER	62.00
VENDOR TOTAL					62.00
JOE JOHNSON EQUIPMENT INC	PJS	147254	P33916	HOSE FITTING FOR FLUSH TRUCK	25.62

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
JUNE 2020**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	25.62
JOHN CLIFFORD SALES	PJS	147158	803	TIRES FOR #422	910.00
				VENDOR TOTAL	910.00
LANDPRO EQUIPMENT, LLC	PJS	147182	1571793	FUEL SENDER	136.82
				VENDOR TOTAL	136.82
LOWES CREDIT SERVICES	PJS	147143	02353	DRYWALL SUPPLIES	97.61
	PJS	147109	35444	DRILL BITS	84.41
	PJS	147286	CR02353	CREDIT FOR RETURNED HARDWARE	-5.84
	PJS	147269	02960	CASTERS, HOOKS, MISC HARDWARE	109.64
				VENDOR TOTAL	285.82
M R B GROUP	GJD	147212	000000033720	ENG REVIEW FEE: BRIDLERIDGE - SECT II	1,319.40
	GJD	147212	000000034071	ENG REVIEW FEE: BRIDLERIDGE - SECT II	262.50
	GJD	147212	000000034467	ENG REVIEW FEE: BRIDLERIDGE - SECT II	1,700.45
	GJD	147212	000000034807	ENG REVIEW FEE: BRIDLERIDGE - SECT II	875.00
	GJD	147212	000000033507	ENG REVIEW FEE: BRIDLERIDGE - SECT II	3,286.96
				VENDOR TOTAL	7,444.31
MACEDON EXCAVATING & PAVING INC	PJS	147201	19060	ARLINGTON DRIVE BOX OUT	26,600.00
	PJS	147242	19113	TOPSOIL FOR ARLINGTON	370.00
				VENDOR TOTAL	26,970.00
MAYNARD'S ELECTRIC SUPPLY	PJS	147184	4279105	FUSES	108.00

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
JUNE 2020**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	108.00
MESSENGER POST NEWSPAPERS	LMD	147090	87608	LEGAL NOTICES - NOTICE TO BIDDERS	67.93
	LMD	147261	88066	DRHP BOARD MEETING	59.11
	LMD	147261	88063	PLANNING BRD MEETING	60.37
				VENDOR TOTAL	187.41
MODULAR MECHANICAL SERVICE	PJS	147285	78386	HEAT PUMP FOR SUPERVISORS OFFICE	1,779.00
				VENDOR TOTAL	1,779.00
MOFFETT TURF EQUIPMENT, INC.	PJS	147092	01-270267	SPINDLE KEYS	23.89
	PJS	147092	04-270268	SPINDLE KEYS	4.41
	PJS	147294	01-273078	BOLTS	1.87
	PJS	147294	01-288878	WASHER AND SPINDLE, MOWER PARTS	9.39
				VENDOR TOTAL	39.56
MONROE COUNTY LIBRARY SYSTEM - FINANCE OFFICE	GJD	147089	11798	UMS BILLING NOV - APRIL 2020	109.51
				VENDOR TOTAL	109.51
MONROE TRACTOR & IMPLEMENT CO., INC.	GJD	147123	E01446	5 TON ROLLER # 481-1	61,500.00
				VENDOR TOTAL	61,500.00
MORGAN SERVICES INC.	PJS	147106	1068573	PARKS RUGS	14.40
	PJS	147106	1067156	HWY RUGS	15.54
	PJS	147106	1068574	HWY RUGS	15.54
	PJS	147106	1067157	PSD RUGS	10.80
	PJS	147106	1068575	PSD RUGS	10.80
	PJS	147106	1067155	PARKS RUGS	14.40
	PJS	147186	1070036	HIGHWAY	15.77

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
MORGAN SERVICES INC.	PJS	147186	1070037	SEWER	10.96
	PJS	147186	1070035	PARKS	14.62
VENDOR TOTAL					122.83
MORRISON EXCAVATING, INC.	PJS	147149	42130	TOPSOIL	225.00
	PJS	147098	42092	TOPSOIL	125.00
VENDOR TOTAL					350.00
NORTHERN NURSERIES, INC.	PJS	147178	M5097000027862	TREES	387.00
VENDOR TOTAL					387.00
OIL FILTER SERVICE, INC.	PJS	147239	31818	GREASE GUNS	224.92
VENDOR TOTAL					224.92
PAYCHEX, INC.	GJD	147223	570489	ONBOARDING SERVICE - JUNE 2020	100.00
	GJD	147128	2020052800	PAYROLL PROCESSING FOR MAY 2020	2,327.53
VENDOR TOTAL					2,427.53
PENNY LANE PRINTING	JRH	147284	200875	SUMMER 2020 BROCHURE DESIGN HOURS	2,820.00
VENDOR TOTAL					2,820.00
PERINTON RV RENTALS INC.	PJS	147189	21219	PIN FOR TRAILER	82.48
	PJS	147174	21686	JACK/CORD	71.78
	PJS	147174	21680	JACK/CORD	46.72
VENDOR TOTAL					200.98
PIPITONE ENTERPRISES, LLC	PJS	147185	14810	COOLING TOWER START-UP	310.00

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	310.00
PITTSFORD AUTO SERVICE, INC.	PJS	147100	19328	GAS / PSD	63.25
	PJS	147111	19516	VEHICLE #519-1 INSPECTION AND OIL CHANGE	73.80
	PJS	147157	19533	FUEL FOR SMALL EQUIPMENT	14.65
	PJS	147157	19735	FUEL FOR SMALL EQUIPMENT	73.28
	PJS	147279	19941	MIXED GAS	31.66
				VENDOR TOTAL	256.64
PITTSFORD CENTRAL SCHOOLS	PJS	147263	4557-20A	DPW MONTHLY FUEL CHARGES	45.83
	PJS	147298	4556-20A	PSD DIESEL AND UNLEAD FUEL	363.29
	PJS	147297	4555-20A	MONTHLY PARKS FUEL USAGE	597.82
	JRH	147300	4550-20A	BUILDING USE - POOL - JAN., FEB., MARCH	1,794.00
	PJS	147248	4554-20A	HIGHWAY FUEL	3,261.72
				VENDOR TOTAL	6,062.66
PITTSFORD YOUTH SERVICES INCORPORATED	GJD	147194	2994	JUNE CONTRACT PAYMENT	4,805.92
				VENDOR TOTAL	4,805.92
PLANT CONCEPTS, INC	PJS	147291	2782	MOWING	7,150.00
	PJS	147291	2780	WEEDING	1,770.00
	PJS	147291	2781	MULCH	10,907.00
				VENDOR TOTAL	19,827.00
PLASTIC CARD SYSTEMS, INC.	JB	147282	68420	PLASTICARD RENEWAL	419.15
				VENDOR TOTAL	419.15
PLUG & PAY TECHNOLOGIES	JRH	147274	2020060215214540827	PITTSWEB	15.00
	JRH	147274	2020060215214540826	PITTSREC	15.00

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
PLUG & PAY TECHNOLOGIES	JRH	147274	202006021521450825	PITTSCHILD	15.00
				VENDOR TOTAL	45.00
REGIONAL INTERNATIONAL CORPORATION	PJS	147173	01164390	BALANCE FROM INVOICE 164441	144.47
	PJS	147252	011150743P	OIL PAN FOR 462	646.51
				VENDOR TOTAL	790.98
RELIABLE ONSITE SERVICES	PJS	147191	180113813-003	PORTO-POTTY	111.00
	PJS	147096	180113886-003	PORTA POTTY FOR PSD	111.00
				VENDOR TOTAL	222.00
ROCHESTER ASPHALT MATERIAL, INC.	PJS	147241	940807	MC-BINDER ARLINGTON	2,628.03
	PJS	147241	941646	MC-BINDER ARLINGTON	1,582.81
	PJS	147241	941689	MC-BINDER ARLINGTON	566.30
	PJS	147241	941660	MC-BINDER ARLINGTON	876.10
	PJS	147241	941629	MC-BINDER ARLINGTON	339.78
	PJS	147243	940729	GENERAL PATCH	477.34
	PJS	147155	939074	CR1 ARLINGTON DR	3,470.38
	PJS	147155	940286	CR1 ARLINGTON DR	1,865.76
				VENDOR TOTAL	11,806.50
ROCHESTER GAS & ELECTRIC	GJD	147215	0188930220000006	GAS STREET LIGHING	64.19
				VENDOR TOTAL	64.19
ROLAZ INDUSTRIAL PRODUCTS INCORPORATED	PJS	147087	3718	WATER TREATMENT	1,425.00
				VENDOR TOTAL	1,425.00
RUSSELL	GJD	147196	2020-3	INFORMAL ASSESSMENT REVIEW HEARING OFFIC	87.50

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	87.50
SAXBY IMPLEMENT CORP.	PJS	147187	160722	2 CYCLE MIX	62.82
				VENDOR TOTAL	62.82
SENENIG'S LANDSCAPE SUPPLY	PJS	147176	T02-128342	MUSHROOM COMPOST COMMUNITY GARDEN	136.00
				VENDOR TOTAL	136.00
SEYREK SEALERS LLC	PJS	147264	PITTSFORDMAY20	MONTHLY REFUSE DISTRICTS	8,017.35
				VENDOR TOTAL	8,017.35
SHEPARD BROTHERS, INC.	JRH	147281	FOCS343846	REPLACEMENT PARTS	2,043.27
	JRH	147281	FOCS342823	FIRST REPAIR	110.00
				VENDOR TOTAL	2,153.27
SHERWIN-WILLIAMS	PJS	147088	5483-5	PAINT FOR SCC	143.80
				VENDOR TOTAL	143.80
SITEONE LANDSCAPE SUPPLY, LLC	PJS	147094	99762225-001	IRRIGATION HEADS	386.77
	PJS	147180	100154592-001	ROUND UP HERBICIDE	132.00
	PJS	147180	100266565-001	IRRIGATION HEADS	548.35
	PJS	147183	99832155-001	IRRIGATION PARTS	386.77
	PJS	147183	99850002-001	IRRIGATION PARTS	21.73
	PJS	147183	99868738-001	IRRIGATION PARTS	11.74
				VENDOR TOTAL	1,487.36
SMITH, JR.	GJD	147129	2020-5	EXPENSE REIMBURSEMENT	721.26

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	721.26
SPEZIO PROPERTY SERVICES	PJS	147244	78111	SWEEPING COUNTY ROADS	3,469.36
				VENDOR TOTAL	3,469.36
SPIEGEL	GJD	147197	2020-3	INFORMAL ASSESSMENT REVIEW HEARING OFFIC	87.50
				VENDOR TOTAL	87.50
SPRINGBROOK SOFTWARE, LLC	JB	147083	INV-ACC51524	Q-16385 KVS & ORACLE AUTO-RENEWAL: 5/1/2	14,353.00
				VENDOR TOTAL	14,353.00
STATE COMPROLLER	GJD	147198	2636690-2020-03-01	MARCH COURT FINES & FORT.	6,584.00
				VENDOR TOTAL	6,584.00
STRONG EAP	GJD	147216	TOP0620	JUNE EAP ADMIN FEE	171.86
				VENDOR TOTAL	171.86
SUIT-KOTE CORPORATION	PJS	147217	61494	CRACK FILL	7,055.87
	PJS	147293	62686	MICROPAVING	9,421.44
	PJS	147293	62687	MICROPAVING	21,787.08
				VENDOR TOTAL	38,264.39
TOSHIBA BUSINESS SOLUTIONS	PJS	147234	5278277	TOSHIBA MONTHLY COPIER MAINT - PSD	10.94
	PJS	147262	5278256	DPW QUARTERLY COPIER CHARGES	578.92
	PHD	147232	5278279	MAY COPIER BILL	18.58
	PJS	147292	5278032	TOSHIBA PRINTER 03/01/20-05/31/20	15.45

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	623.89
TOWN - VILLAGE OF EAST ROCHESTER	PJS	147233	21-00060	OUT OF DIST RENT NORTHEAST SEWER	4,874.00
	PJS	147233	21-00058	OUT OF DIST RENT HARLESTON LANE	480.00
	PJS	147233	21-00059	OUT OF DIST RENT COUNTRY CLUB ROAD	352.00
	JB	147283	21-00048	TECHNICAL & PRODUCTION SUPPORT FOR CHANN	6,734.00
				VENDOR TOTAL	12,440.00
TOWN OF PERINTON	PJS	147265	05212020	OUT OF DISTRICT SEWER RENT - ARLINGTON S	14,376.40
				VENDOR TOTAL	14,376.40
TRACEY ROAD EQUIPMENT	PJS	147159	X105051595:01	#454 AC	46.26
				VENDOR TOTAL	46.26
VANTAGE EQUIPMENT LLC	PJS	147154	W354459	VOVLO REPAIR	798.00
				VENDOR TOTAL	798.00
VICTOR POWER EQUIPMENT	PJS	147190	279748	CHAIN SAW PARTS	355.45
	PJS	147193	280362	HEDGE TRIMMERS	620.53
				VENDOR TOTAL	975.98
VIOLA STORAGE	PJS	147301	31867	40' OFFICE	290.00
	PJS	147301	31868	40'	120.00
				VENDOR TOTAL	410.00
VP SUPPLY CORP.	PJS	147105	4256780	ELECTRICAL SUPPLIES	376.32
	PJS	147256	4273495	ELECTRICAL SUPPLIES FOR MITCHELL ESTATES	756.00

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
VP SUPPLY CORP.	PJS	147255	4273494	ELECTRICAL SUPPLIES FOR GREYTHORN PUMP S	588.40
				VENDOR TOTAL	1,720.72
W. B. MASON CO., LLC	LMD	147121	210659612	GENERAL OFFICE SUPPLIES	165.85
	LMD	147260	210902111	GENERAL OFFICE SUPPLIES	51.35
				VENDOR TOTAL	217.20
W. W. GRAINGER, INC.	PJS	147166	9537814536	INJECTOR KIT	65.26
	PJS	147166	9537814544	INJECTOR KIT	160.14
				VENDOR TOTAL	225.40
WARD	LMD	147091	05282020	NOTARY RENEWAL	60.00
				VENDOR TOTAL	60.00
WEST GROUP	GJD	147200	0842405570	WEST LAS SERVICE: 5/1-5/31/20	268.00
				VENDOR TOTAL	268.00
WILLS, III	GJD	147199	2020-3	INFORMAL ASSESSMENT REVIEW HEARING OFFIC	156.25
				VENDOR TOTAL	156.25
WON-DOOR CORPORATION	PJS	147145	251864	LIBRARY DOOR REPAIR	664.14
				VENDOR TOTAL	664.14
				REPORT TOTAL	449,948.21

END OF REPORT

TOWN OF PITTSFORD

Revenue Control Report

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		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund 0001	GENERAL FUND							
Item 1001	REAL PROPERTY TAXES	0.00	0.00	6,501,743.00	6,501,743.00	6,501,743.00	0.00	100.00
Item 1081	OTHER PYMT IN LIEU OF TAXES	0.00	0.00	10,077.00	10,077.00	10,065.48	11.52	99.89
Item 1090	INTEREST & PENALTY ON PROP TAX	0.00	0.00	162,000.00	162,000.00	51,221.58	110,778.42	31.62
Item 1170	FRANCHISES	0.00	0.00	424,000.00	424,000.00	420,433.04	3,566.96	99.16
Item 1232	TAX COLLECTOR FEES	0.00	0.00	2,800.00	2,800.00	0.00	2,800.00	0.00
Item 1255	CLERK FEES	190.00	(190.00)	3,500.00	3,500.00	768.05	2,731.95	21.94
Item 1550	DOG WARDEN FEES	0.00	0.00	1,000.00	1,000.00	184.00	816.00	18.40
Item 2001	CULTURE & RECREATION FEES	(10,338.00)	10,338.00	803,200.00	803,200.00	232,766.13	570,433.87	28.98
Item 2228	GIS CHARGES, OTHER GOV'T	0.00	0.00	13,352.00	13,352.00	10,014.00	3,338.00	75.00
Item 2350	YOUTH SER/OTHER GOV'T.	0.00	0.00	7,000.00	7,000.00	0.00	7,000.00	0.00
Item 2351	PROGRAMS FOR AGING - OTHER GOV'T	0.00	0.00	38,372.00	38,372.00	893.00	37,479.00	2.33
Item 2401	INTEREST & EARNINGS	691.97	(691.97)	108,000.00	108,000.00	48,105.80	59,894.20	44.54
Item 2410	RENTAL OF LAND	5,693.10	(5,693.10)	127,103.00	127,103.00	54,803.60	72,299.40	43.12
Item 2411	FIELD USE FEES	0.00	0.00	7,200.00	7,200.00	0.00	7,200.00	0.00
Item 2450	COMMISSIONS	0.00	0.00	500.00	500.00	160.56	339.44	32.11
Item 2544	DOG LICENSES	1,052.00	(1,052.00)	17,000.00	17,000.00	6,363.00	10,637.00	37.43
Item 2560	STREET OPENING PERMITS	0.00	0.00	2,550.00	2,550.00	1,600.00	950.00	62.75
Item 2590	PERMITS	30.00	(30.00)	8,000.00	8,000.00	2,630.00	5,370.00	32.88
Item 2610	FINES & FORFEITED BAIL	2,680.00	(2,680.00)	75,000.00	75,000.00	20,154.50	54,845.50	26.87
Item 2660	SALE OF LAND	0.00	0.00	0.00	0.00	416,235.00	(416,235.00)	100.00
Item 2665	SALE OF EQUIPMENT	0.00	0.00	0.00	0.00	150.00	(150.00)	100.00
Item 2680	INSURANCE RECOVERIES	0.00	0.00	500.00	500.00	35.55	464.45	7.11
Item 2701	REFUND OF PRIOR YEAR EXP.	0.00	0.00	1,500.00	1,500.00	8,397.62	(6,897.62)	559.84
Item 2705	GIFTS & DONATIONS	500.00	(500.00)	23,100.00	23,100.00	538.00	22,562.00	2.33
Item 2770	OTHER UNCLASSIFIED REVENUES	78.65	(78.65)	22,367.00	22,367.00	3,329.72	19,037.28	14.89
Item 2801	INTERFUND REVENUES	0.00	0.00	24,000.00	24,000.00	0.00	24,000.00	0.00
Item 3001	STATE AID PER CAPITA	0.00	0.00	108,081.00	108,081.00	0.00	108,081.00	0.00
Item 3005	MORTGAGE TAX	0.00	0.00	875,000.00	875,000.00	0.00	875,000.00	0.00
Item 3040	REAL PROPERTY TAX ADMIN	0.00	0.00	0.00	0.00	774.20	(774.20)	100.00
Item 5031	INTERFUND TRANSFERS	0.00	0.00	450,000.00	450,000.00	450,000.00	0.00	100.00
Item 5999	APPROP FD BALANCE	0.00	0.00	1,323,260.00	1,614,283.19	0.00	1,614,283.19	0.00
Total Fund 0001	GENERAL FUND	577.72	(577.72)	11,140,205.00	11,431,228.19	8,241,365.83	3,189,862.36	72.10

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		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund 0002	PART TOWN FUND							
Item 1120	SALES TAX	0.00	0.00	900,000.00	900,000.00	700,000.00	200,000.00	77.78
Item 1560	SAFETY INSPECTION FEES	0.00	0.00	10,000.00	10,000.00	0.00	10,000.00	0.00
Item 1570	DEMOLITION PERMITS	0.00	0.00	750.00	750.00	200.00	550.00	26.67
Item 2110	ZONING FEES	264.00	(264.00)	2,500.00	2,500.00	802.00	1,698.00	32.08
Item 2115	PLANNING BOARD FEES	0.00	0.00	11,000.00	11,000.00	925.00	10,075.00	8.41
Item 2401	INTEREST & EARNINGS	229.32	(229.32)	14,000.00	14,000.00	4,295.47	9,704.53	30.68
Item 2545	LICENSES, OTHER	75.00	(75.00)	3,000.00	3,000.00	1,800.00	1,200.00	60.00
Item 2550	PERMITS - CERT. OF OCCUPANCY	240.00	(240.00)	3,000.00	3,000.00	1,245.75	1,754.25	41.53
Item 2555	BUILDING & ALTERATION PERMITS	7,876.75	(7,876.75)	90,500.00	90,500.00	30,914.25	59,585.75	34.16
Item 2590	PERMITS	0.00	0.00	3,000.00	3,000.00	260.00	2,740.00	8.67
Item 2591	FIRE ALARM PERMITS	20.00	(20.00)	1,000.00	1,000.00	4,180.00	(3,180.00)	418.00
Item 2701	REFUND OF PRIOR YEAR EXP.	0.00	0.00	0.00	0.00	555.14	(555.14)	100.00
Item 2770	OTHER UNCLASSIFIED REVENUES	0.00	0.00	0.00	0.00	0.29	(0.29)	100.00
Item 5999	APPROP FD BALANCE	0.00	0.00	284,336.00	291,727.02	0.00	291,727.02	0.00
Total Fund 0002	PART TOWN FUND	8,705.07	(8,705.07)	1,323,086.00	1,330,477.02	745,177.90	585,299.12	56.01

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		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund 0003	LIBRARY FUND							
Item 1001	REAL PROPERTY TAXES	0.00	0.00	1,353,119.00	1,353,119.00	1,353,119.00	0.00	100.00
Item 2080	COPIER FEES	0.00	0.00	1,600.00	1,600.00	236.14	1,363.86	14.76
Item 2081	COLLECTION FEES	0.00	0.00	1,000.00	1,000.00	26.39	973.61	2.64
Item 2082	LIBRARY FINES	0.00	0.00	55,000.00	55,000.00	9,767.75	45,232.25	17.76
Item 2083	PRINTING REVENUE	0.00	0.00	5,500.00	5,500.00	1,118.10	4,381.90	20.33
Item 2401	INTEREST & EARNINGS	28.67	(28.67)	13,500.00	13,500.00	6,679.17	6,820.83	49.48
Item 2701	REFUND OF PRIOR YEAR EXP.	0.00	0.00	0.00	0.00	128.86	(128.86)	100.00
Item 5999	APPROP FD BALANCE	0.00	0.00	75,000.00	90,338.82	0.00	90,338.82	0.00
Total Fund 0003	LIBRARY FUND	28.67	(28.67)	1,504,719.00	1,520,057.82	1,371,075.41	148,982.41	90.20

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		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund 0004	HIGHWAY WHOLE TOWN FUND							
Item 1001	REAL PROPERTY TAXES	0.00	0.00	1,714,055.00	1,714,055.00	1,714,055.00	0.00	100.00
Item 2300	SERVICE - OTHER GOV'T.	0.00	0.00	488,000.00	488,000.00	203,603.43	284,396.57	41.72
Item 2401	INTEREST & EARNINGS	239.64	(239.64)	40,000.00	40,000.00	13,765.27	26,234.73	34.41
Item 2650	SALE OF SCRAP & EXCESS	0.00	0.00	1,500.00	1,500.00	840.10	659.90	56.01
Item 2701	REFUND OF PRIOR YEAR EXP.	0.00	0.00	0.00	0.00	343.63	(343.63)	100.00
Item 5999	APPROP FD BALANCE	0.00	0.00	425,000.00	530,212.64	0.00	530,212.64	0.00
Total Fund 0004	HIGHWAY WHOLE TOWN FUND	239.64	(239.64)	2,668,555.00	2,773,767.64	1,932,607.43	841,160.21	69.67

Date Prepared: 06/12/2020 05:59 AM

Report Date: 06/12/2020

Account Table: FUND 1-5

Alt. Sort Table:

TOWN OF PITTSFORD

Revenue Control Report

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GLR0116 1.0

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Prepared By: GREG

		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund 0005	HIGHWAY PART TOWN FUND							
Item 1001	REAL PROPERTY TAXES	0.00	0.00	593,327.00	593,327.00	593,327.00	0.00	100.00
Item 1120	SALES TAX	0.00	0.00	2,408,000.00	2,408,000.00	253,044.07	2,154,955.93	10.51
Item 2300	SERVICE - OTHER GOV'T.	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00
Item 2401	INTEREST & EARNINGS	329.68	(329.68)	40,000.00	40,000.00	14,125.45	25,874.55	35.31
Item 2701	REFUND OF PRIOR YEAR EXP.	0.00	0.00	0.00	0.00	300.68	(300.68)	100.00
Item 3501	CHIPS PROGRAM	0.00	0.00	171,324.00	171,324.00	0.00	171,324.00	0.00
Item 5999	APPROP FD BALANCE	0.00	0.00	550,000.00	791,199.56	0.00	791,199.56	0.00
Total Fund 0005	HIGHWAY PART TOWN FUND	329.68	(329.68)	3,767,651.00	4,008,850.56	860,797.20	3,148,053.36	21.47
Grand Total		9,880.78	(9,880.78)	20,404,216.00	21,064,381.23	13,151,023.77	7,913,357.46	62.43

NOTE: One or more accounts may not be printed due to Account Table restrictions.

TOWN OF PITTSFORD

Expense Control Report

Fiscal Year: 2020 Period From: 1 To: 12

		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0001	GENERAL FUND								
Dept 1010	TOWN BOARD								
0001	PERSONAL SERVICES	3,926.92	102,100.00	102,100.00	47,123.04	54,976.96	0.00	54,976.96	46.15
0004	CONTRACTUAL & MISC. EXPENSE	0.00	4,850.00	4,925.00	738.34	4,186.66	0.00	4,186.66	14.99
Total Dept 1010	TOWN BOARD	3,926.92	106,950.00	107,025.00	47,861.38	59,163.62	0.00	59,163.62	44.72
Dept 1110	TOWN JUSTICES								
0001	PERSONAL SERVICES	7,738.53	273,640.00	273,640.00	93,526.32	180,113.68	0.00	180,113.68	34.18
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	9,031.03	142,523.00	142,657.00	65,299.82	77,357.18	0.00	77,357.18	45.77
Total Dept 1110	TOWN JUSTICES	16,769.56	416,663.00	416,797.00	158,826.14	257,970.86	0.00	257,970.86	38.11
Dept 1220	TOWN SUPERVISOR								
0001	PERSONAL SERVICES	7,153.42	185,989.00	185,989.00	84,510.25	101,478.75	0.00	101,478.75	45.44
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	744.57	4,150.00	4,172.99	1,267.39	2,905.60	6.48	2,899.12	30.37
Total Dept 1220	TOWN SUPERVISOR	7,897.99	190,639.00	190,661.99	85,777.64	104,884.35	6.48	104,877.87	44.99
Dept 1230	COMMUNITY SERVICE								
0001	PERSONAL SERVICES	3,653.85	95,000.00	95,000.00	41,288.55	53,711.45	0.00	53,711.45	43.46
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	0.00	26,338.00	36,338.00	998.80	35,339.20	10,000.00	25,339.20	2.75
Total Dept 1230	COMMUNITY SERVICE	3,653.85	121,838.00	131,838.00	42,287.35	89,550.65	10,000.00	79,550.65	32.08
Dept 1310	DIRECTOR OF FINANCE								
0001	PERSONAL SERVICES	4,051.59	109,650.00	109,650.00	45,806.58	63,843.42	0.00	63,843.42	41.78
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	11.47	2,296.00	2,296.00	246.54	2,049.46	0.00	2,049.46	10.74
Total Dept 1310	DIRECTOR OF FINANCE	4,063.06	112,446.00	112,446.00	46,053.12	66,392.88	0.00	66,392.88	40.96
Dept 1320	INDEPENDENT AUDIT								
0004	CONTRACTUAL & MISC. EXPENSE	1,500.00	31,200.00	36,200.00	23,900.00	12,300.00	1,500.00	10,800.00	66.02
Total Dept 1320	INDEPENDENT AUDIT	1,500.00	31,200.00	36,200.00	23,900.00	12,300.00	1,500.00	10,800.00	66.02
Dept 1330	TAX COLLECTION								
0001	PERSONAL SERVICES	2,191.99	43,856.00	43,856.00	19,565.78	24,290.22	0.00	24,290.22	44.61
0004	CONTRACTUAL & MISC. EXPENSE	53.47	8,350.00	8,350.00	2,671.62	5,678.38	0.00	5,678.38	32.00
Total Dept 1330	TAX COLLECTION	2,245.46	52,206.00	52,206.00	22,237.40	29,968.60	0.00	29,968.60	42.60

TOWN OF PITTSFORD

Expense Control Report

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		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0001	GENERAL FUND								
Dept 1355	ASSESSOR								
0001	PERSONAL SERVICES	5,573.48	190,235.00	190,235.00	63,771.08	126,463.92	0.00	126,463.92	33.52
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	378.91	8,539.00	11,039.00	4,043.19	6,995.81	1,350.00	5,645.81	36.63
Total Dept 1355	ASSESSOR	5,952.39	199,274.00	201,774.00	67,814.27	133,959.73	1,350.00	132,609.73	33.61
Dept 1375	CREDIT CARD FEES								
0004	CONTRACTUAL & MISC. EXPENSE	305.57	30,000.00	30,000.00	8,539.73	21,460.27	0.00	21,460.27	28.47
Total Dept 1375	CREDIT CARD FEES	305.57	30,000.00	30,000.00	8,539.73	21,460.27	0.00	21,460.27	28.47
Dept 1410	TOWN CLERK								
0001	PERSONAL SERVICES	6,865.40	188,322.00	188,322.00	77,572.98	110,749.02	0.00	110,749.02	41.19
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	300.00	300.00	0.00	300.00	0.00	300.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	25.42	8,250.00	8,250.00	1,488.12	6,761.88	7.71	6,754.17	18.04
Total Dept 1410	TOWN CLERK	6,890.82	196,872.00	196,872.00	79,061.10	117,810.90	7.71	117,803.19	40.16
Dept 1420	ATTORNEY								
0001	PERSONAL SERVICES	1,715.39	44,600.00	44,600.00	19,384.06	25,215.94	0.00	25,215.94	43.46
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	250.00	250.00	0.00	250.00	0.00	250.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	348.16	16,970.00	23,354.00	8,580.87	14,773.13	5,000.00	9,773.13	36.74
Total Dept 1420	ATTORNEY	2,063.55	61,820.00	68,204.00	27,964.93	40,239.07	5,000.00	35,239.07	41.00
Dept 1430	PERSONNEL								
0001	PERSONAL SERVICES	3,538.73	92,007.00	92,007.00	39,880.46	52,126.54	0.00	52,126.54	43.35
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	2,433.91	112,595.00	113,330.00	27,741.95	85,588.05	0.00	85,588.05	24.48
Total Dept 1430	PERSONNEL	5,972.64	205,102.00	205,837.00	67,622.41	138,214.59	0.00	138,214.59	32.85
Dept 1440	ENGINEERING								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	25,000.00	28,600.00	4,865.00	23,735.00	12,500.00	11,235.00	17.01
Total Dept 1440	ENGINEERING	0.00	25,000.00	28,600.00	4,865.00	23,735.00	12,500.00	11,235.00	17.01
Dept 1450	ELECTIONS								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	64,576.00	64,805.00	0.00	64,805.00	229.00	64,576.00	0.00
Total Dept 1450	ELECTIONS	0.00	64,576.00	64,805.00	0.00	64,805.00	229.00	64,576.00	0.00
Dept 1460	RECORDS MANAGEMENT								
0004	CONTRACTUAL & MISC.	0.00	1,000.00	1,000.00	110.04	889.96	0.00	889.96	11.00

TOWN OF PITTSFORD

Expense Control Report

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		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0001	GENERAL FUND								
Dept 1460	RECORDS MANAGEMENT EXPENSE								
Total Dept 1460	RECORDS MANAGEMENT	0.00	1,000.00	1,000.00	110.04	889.96	0.00	889.96	11.00
Dept 1490	PUBLIC WORKS								
0001	PERSONAL SERVICES	8,041.36	225,069.00	225,069.00	91,156.49	133,912.51	0.00	133,912.51	40.50
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	1,000.00	104,500.00	103,481.67	1,018.33	0.00	1,018.33	99.03
0004	CONTRACTUAL & MISC. EXPENSE	84.38	19,320.00	19,320.00	1,789.48	17,530.52	0.00	17,530.52	9.26
Total Dept 1490	PUBLIC WORKS	8,125.74	245,389.00	348,889.00	196,427.64	152,461.36	0.00	152,461.36	56.30
Dept 1620	BUILDING								
0001	PERSONAL SERVICES	0.00	4,652.00	4,652.00	1,245.38	3,406.62	0.00	3,406.62	26.77
0004	CONTRACTUAL & MISC. EXPENSE	4,387.60	268,829.00	268,904.30	92,311.75	176,592.55	23.87	176,568.68	34.33
Total Dept 1620	BUILDING	4,387.60	273,481.00	273,556.30	93,557.13	179,999.17	23.87	179,975.30	34.20
Dept 1670	CENTRAL MAILING								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	64,300.00	64,300.00	16,787.95	47,512.05	0.00	47,512.05	26.11
Total Dept 1670	CENTRAL MAILING	0.00	64,300.00	64,300.00	16,787.95	47,512.05	0.00	47,512.05	26.11
Dept 1680	DATA PROCESSING								
0001	PERSONAL SERVICES	6,663.10	175,864.00	175,864.00	70,293.01	105,570.99	0.00	105,570.99	39.97
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	2,500.00	2,500.00	1,656.82	843.18	0.00	843.18	66.27
0004	CONTRACTUAL & MISC. EXPENSE	7,993.76	132,520.00	135,928.00	49,714.40	86,213.60	19,649.00	66,564.60	36.57
Total Dept 1680	DATA PROCESSING	14,656.86	310,884.00	314,292.00	121,664.23	192,627.77	19,649.00	172,978.77	38.71
Dept 1910	UNALLOCATED INSURANCE								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	185,000.00	185,000.00	1,361.00	183,639.00	0.00	183,639.00	0.74
Total Dept 1910	UNALLOCATED INSURANCE	0.00	185,000.00	185,000.00	1,361.00	183,639.00	0.00	183,639.00	0.74
Dept 1920	MUNICIPAL ASSOCIATION DUES								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	1,750.00	1,750.00	250.00	1,500.00	0.00	1,500.00	14.29
Total Dept 1920	MUNICIPAL ASSOCIATION DUES	0.00	1,750.00	1,750.00	250.00	1,500.00	0.00	1,500.00	14.29
Dept 1930	JUDGEMENTS/CLAIMS								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	4,000.00	4,000.00	0.00	4,000.00	0.00	4,000.00	0.00
Total Dept 1930	JUDGEMENTS/CLAIMS	0.00	4,000.00	4,000.00	0.00	4,000.00	0.00	4,000.00	0.00
Dept 1950	PROPERTY TAX								
0004	CONTRACTUAL & MISC.	0.00	16,500.00	16,500.00	6,549.38	9,950.62	0.00	9,950.62	39.69

TOWN OF PITTSFORD

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		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0001	GENERAL FUND								
Dept 1950	PROPERTY TAX EXPENSE								
Total Dept 1950	PROPERTY TAX	0.00	16,500.00	16,500.00	6,549.38	9,950.62	0.00	9,950.62	39.69
Dept 1989	UNCLASSIFIED								
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	168,609.00	285,847.99	111,894.47	173,953.52	33,219.00	140,734.52	39.14
Total Dept 1989	UNCLASSIFIED	0.00	168,609.00	285,847.99	111,894.47	173,953.52	33,219.00	140,734.52	39.14
Dept 1990	CONTINGENCY								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	184,612.00	183,112.00	0.00	183,112.00	0.00	183,112.00	0.00
Total Dept 1990	CONTINGENCY	0.00	184,612.00	183,112.00	0.00	183,112.00	0.00	183,112.00	0.00
Dept 2620	CUSTODIAL								
0001	PERSONAL SERVICES	13,135.99	391,081.00	391,081.00	157,797.57	233,283.43	0.00	233,283.43	40.35
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	3,300.00	68,580.00	40,219.59	28,360.41	1,350.34	27,010.07	58.65
0004	CONTRACTUAL & MISC. EXPENSE	17,258.98	163,859.00	167,349.95	101,763.52	65,586.43	19,362.36	46,224.07	60.81
Total Dept 2620	CUSTODIAL	30,394.97	558,240.00	627,010.95	299,780.68	327,230.27	20,712.70	306,517.57	47.81
Dept 3120	CROSSING GUARDS								
0001	PERSONAL SERVICES	5,269.45	139,213.00	139,213.00	60,547.02	78,665.98	0.00	78,665.98	43.49
0004	CONTRACTUAL & MISC. EXPENSE	0.00	1,450.00	1,450.00	42.95	1,407.05	0.00	1,407.05	2.96
Total Dept 3120	CROSSING GUARDS	5,269.45	140,663.00	140,663.00	60,589.97	80,073.03	0.00	80,073.03	43.07
Dept 3310	TRAFFIC								
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	13,000.00	13,000.00	13,000.00	0.00	0.00	0.00	100.00
0004	CONTRACTUAL & MISC. EXPENSE	0.00	7,800.00	9,650.00	1,888.68	7,761.32	1,650.00	6,111.32	19.57
Total Dept 3310	TRAFFIC	0.00	20,800.00	22,650.00	14,888.68	7,761.32	1,650.00	6,111.32	65.73
Dept 3510	CONTROL OF ANIMALS								
0001	PERSONAL SERVICES	2,267.69	60,800.00	60,800.00	25,767.27	35,032.73	0.00	35,032.73	42.38
0004	CONTRACTUAL & MISC. EXPENSE	5.16	9,414.00	9,414.00	359.49	9,054.51	0.00	9,054.51	3.82
Total Dept 3510	CONTROL OF ANIMALS	2,272.85	70,214.00	70,214.00	26,126.76	44,087.24	0.00	44,087.24	37.21
Dept 4210	YOUTH SERVICES								
0004	CONTRACTUAL & MISC. EXPENSE	4,805.92	57,671.00	57,671.00	28,835.52	28,835.48	0.00	28,835.48	50.00
Total Dept 4210	YOUTH SERVICES	4,805.92	57,671.00	57,671.00	28,835.52	28,835.48	0.00	28,835.48	50.00
Dept 4560	PHYSICIAN								
0004	CONTRACTUAL & MISC. EXPENSE	35.00	1,500.00	1,500.00	35.00	1,465.00	0.00	1,465.00	2.33

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		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0001	GENERAL FUND								
Dept 4560	PHYSICIAN								
Total Dept 4560	PHYSICIAN	35.00	1,500.00	1,500.00	35.00	1,465.00	0.00	1,465.00	2.33
Dept 5010	SUPERINTENDENT OF HIGHWAYS								
0001	PERSONAL SERVICES	2,066.26	53,723.00	53,723.00	23,356.33	30,366.67	0.00	30,366.67	43.48
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	43.41	1,200.00	1,200.00	1,141.21	58.79	0.00	58.79	95.10
Total Dept 5010	SUPERINTENDENT OF HIGHWAYS	2,109.67	55,423.00	55,423.00	24,497.54	30,925.46	0.00	30,925.46	44.20
Dept 5132	HIGHWAY GARAGE								
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	34,500.00	34,500.00	20,590.00	13,910.00	0.00	13,910.00	59.68
0004	CONTRACTUAL & MISC. EXPENSE	712.93	53,928.00	54,778.00	22,754.88	32,023.12	261.77	31,761.35	41.54
Total Dept 5132	HIGHWAY GARAGE	712.93	88,428.00	89,278.00	43,344.88	45,933.12	261.77	45,671.35	48.55
Dept 5182	STREET LIGHTING								
0004	CONTRACTUAL & MISC. EXPENSE	121.77	34,600.00	45,659.96	20,384.24	25,275.72	1,619.89	23,655.83	44.64
Total Dept 5182	STREET LIGHTING	121.77	34,600.00	45,659.96	20,384.24	25,275.72	1,619.89	23,655.83	44.64
Dept 6410	PUBLICITY								
0001	PERSONAL SERVICES	2,661.27	69,193.00	69,193.00	30,072.39	39,120.61	0.00	39,120.61	43.46
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	50.16	42,084.00	42,084.00	616.41	41,467.59	0.00	41,467.59	1.46
Total Dept 6410	PUBLICITY	2,711.43	111,777.00	111,777.00	30,688.80	81,088.20	0.00	81,088.20	27.46
Dept 6510	VETERANS SERVICE								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	300.00	300.00	300.00	0.00	0.00	0.00	100.00
Total Dept 6510	VETERANS SERVICE	0.00	300.00	300.00	300.00	0.00	0.00	0.00	100.00
Dept 6772	PROGRAMS FOR AGING								
0001	PERSONAL SERVICES	1,909.44	165,918.00	165,918.00	48,440.04	117,477.96	0.00	117,477.96	29.20
0004	CONTRACTUAL & MISC. EXPENSE	2,280.40	93,790.00	96,487.12	19,032.55	77,454.57	189.99	77,264.58	19.73
Total Dept 6772	PROGRAMS FOR AGING	4,189.84	259,708.00	262,405.12	67,472.59	194,932.53	189.99	194,742.54	25.71
Dept 7020	RECREATION ADMINISTRATION								
0001	PERSONAL SERVICES	12,076.87	707,467.00	707,467.00	193,732.87	513,734.13	0.00	513,734.13	27.38
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	5,000.00	5,000.00	3,016.58	1,983.42	1,930.79	52.63	60.33
0004	CONTRACTUAL & MISC. EXPENSE	4,980.90	371,090.00	371,381.97	84,095.84	287,286.13	291.97	286,994.16	22.64

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		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0001	GENERAL FUND								
Dept 9710	SERIAL BONDS								
Dept 9710	SERIAL BONDS	100,312.50	104,319.00	104,319.00	100,312.50	4,006.50	0.00	4,006.50	96.16
Dept 9901	INTERFUND TRANSFERS								
0009	INTERFUND TRANSFERS	0.00	2,102,893.00	2,102,893.00	283,537.50	1,819,355.50	0.00	1,819,355.50	13.48
Total Dept 9901	INTERFUND TRANSFERS	0.00	2,102,893.00	2,102,893.00	283,537.50	1,819,355.50	0.00	1,819,355.50	13.48
Dept 9950	TRANSFER TO CAPITAL PROJECTS								
0009	INTERFUND TRANSFERS	0.00	200,000.00	150,000.00	9,000.00	141,000.00	0.00	141,000.00	6.00
Total Dept 9950	TRANSFER TO CAPITAL PROJECTS	0.00	200,000.00	150,000.00	9,000.00	141,000.00	0.00	141,000.00	6.00
Total Fund 0001	GENERAL FUND	300,381.88	11,140,205.00	11,431,228.19	3,584,776.06	7,846,452.13	140,314.67	7,706,137.46	31.36

TOWN OF PITTSFORD

Expense Control Report

Fiscal Year: 2020 Period From: 1 To: 12

		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0002	PART TOWN FUND								
Dept 9040	WORKERS COMPENSATION								
0008	EMPLOYEE BENEFITS	0.00	18,917.00	18,917.00	18,134.24	782.76	0.00	782.76	95.86
Total Dept 9040	WORKERS COMPENSATION	0.00	18,917.00	18,917.00	18,134.24	782.76	0.00	782.76	95.86
Dept 9045	LIFE INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	325.00	325.00	137.46	187.54	0.00	187.54	42.30
Total Dept 9045	LIFE INSURANCE	0.00	325.00	325.00	137.46	187.54	0.00	187.54	42.30
Dept 9050	UNEMPLOYMENT INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Total Dept 9050	UNEMPLOYMENT INSURANCE	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Dept 9055	DISABILITY INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	1,100.00	1,100.00	474.39	625.61	0.00	625.61	43.13
Total Dept 9055	DISABILITY INSURANCE	0.00	1,100.00	1,100.00	474.39	625.61	0.00	625.61	43.13
Dept 9060	HOSPITALIZATION								
0008	EMPLOYEE BENEFITS	52.56	133,487.00	133,487.00	83,802.27	49,684.73	0.00	49,684.73	62.78
Total Dept 9060	HOSPITALIZATION	52.56	133,487.00	133,487.00	83,802.27	49,684.73	0.00	49,684.73	62.78
Dept 9089	MISC. EMPLOYEE BENEFITS								
0008	EMPLOYEE BENEFITS	0.00	100.00	100.00	0.00	100.00	0.00	100.00	0.00
Total Dept 9089	MISC. EMPLOYEE BENEFITS	0.00	100.00	100.00	0.00	100.00	0.00	100.00	0.00
Total Fund 0002	PART TOWN FUND	20,845.28	1,323,086.00	1,330,477.02	376,102.65	954,374.37	7,218.34	947,156.03	28.27

TOWN OF PITTSFORD

Expense Control Report

Fiscal Year: 2020 Period From: 1 To: 12

		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0003	LIBRARY FUND								
Dept 4560	PHYSICIAN								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	600.00	600.00	0.00	600.00	0.00	600.00	0.00
Total Dept 4560	PHYSICIAN	0.00	600.00	600.00	0.00	600.00	0.00	600.00	0.00
Dept 7410	LIBRARY								
0001	PERSONAL SERVICES	19,884.25	913,526.00	913,526.00	301,496.52	612,029.48	0.00	612,029.48	33.00
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	23,910.00	27,910.00	18,929.20	8,980.80	2,986.00	5,994.80	67.82
0004	CONTRACTUAL & MISC. EXPENSE	32,707.62	235,551.00	246,889.82	70,427.51	176,462.31	50,521.69	125,940.62	28.53
Total Dept 7410	LIBRARY	52,591.87	1,172,987.00	1,188,325.82	390,853.23	797,472.59	53,507.69	743,964.90	32.89
Dept 9010	STATE RETIREMENT								
0008	EMPLOYEE BENEFITS	0.00	90,932.00	90,932.00	20,131.92	70,800.08	0.00	70,800.08	22.14
Total Dept 9010	STATE RETIREMENT	0.00	90,932.00	90,932.00	20,131.92	70,800.08	0.00	70,800.08	22.14
Dept 9030	SOCIAL SECURITY								
0008	EMPLOYEE BENEFITS	1,542.65	69,885.00	69,885.00	24,192.52	45,692.48	0.00	45,692.48	34.62
Total Dept 9030	SOCIAL SECURITY	1,542.65	69,885.00	69,885.00	24,192.52	45,692.48	0.00	45,692.48	34.62
Dept 9040	WORKERS COMPENSATION								
0008	EMPLOYEE BENEFITS	0.00	11,000.00	11,000.00	7,369.12	3,630.88	0.00	3,630.88	66.99
Total Dept 9040	WORKERS COMPENSATION	0.00	11,000.00	11,000.00	7,369.12	3,630.88	0.00	3,630.88	66.99
Dept 9045	LIFE INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	350.00	350.00	129.24	220.76	0.00	220.76	36.93
Total Dept 9045	LIFE INSURANCE	0.00	350.00	350.00	129.24	220.76	0.00	220.76	36.93
Dept 9050	UNEMPLOYMENT INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
Total Dept 9050	UNEMPLOYMENT INSURANCE	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
Dept 9055	DISABILITY INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	1,500.00	1,500.00	402.48	1,097.52	0.00	1,097.52	26.83
Total Dept 9055	DISABILITY INSURANCE	0.00	1,500.00	1,500.00	402.48	1,097.52	0.00	1,097.52	26.83
Dept 9060	HOSPITALIZATION								
0008	EMPLOYEE BENEFITS	958.34	156,665.00	156,665.00	73,548.30	83,116.70	0.00	83,116.70	46.95
Total Dept 9060	HOSPITALIZATION	958.34	156,665.00	156,665.00	73,548.30	83,116.70	0.00	83,116.70	46.95
Dept 9089	MISC. EMPLOYEE BENEFITS								
0008	EMPLOYEE BENEFITS	15.75	300.00	300.00	78.75	221.25	110.25	111.00	26.25
Total Dept 9089	MISC. EMPLOYEE BENEFITS	15.75	300.00	300.00	78.75	221.25	110.25	111.00	26.25
Total Fund 0003	LIBRARY FUND	55,108.61	1,504,719.00	1,520,057.82	516,705.56	1,003,352.26	53,617.94	949,734.32	33.99

TOWN OF PITTSFORD

Expense Control Report

Fiscal Year: 2020 Period From: 1 To: 12

		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0004	HIGHWAY WHOLE TOWN FUND								
Dept 1989	UNCLASSIFIED								
0002	EQUIPMENT & CAPITAL OUTLAY	61,500.00	317,553.00	417,221.00	61,500.00	355,721.00	314,295.00	41,426.00	14.74
Total Dept 1989	UNCLASSIFIED	61,500.00	317,553.00	417,221.00	61,500.00	355,721.00	314,295.00	41,426.00	14.74
Dept 4560	PHYSICIAN								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	2,000.00	2,000.00	220.00	1,780.00	0.00	1,780.00	11.00
Total Dept 4560	PHYSICIAN	0.00	2,000.00	2,000.00	220.00	1,780.00	0.00	1,780.00	11.00
Dept 5130	MACHINERY								
0001	PERSONAL SERVICES	3,520.12	90,299.00	90,299.00	21,938.48	68,360.52	0.00	68,360.52	24.30
0002	EQUIPMENT & CAPITAL OUTLAY	975.98	8,700.00	8,700.00	7,191.08	1,508.92	0.00	1,508.92	82.66
0004	CONTRACTUAL & MISC. EXPENSE	9,948.71	164,700.00	168,894.06	80,286.36	88,607.70	13,041.24	75,566.46	47.54
Total Dept 5130	MACHINERY	14,444.81	263,699.00	267,893.06	109,415.92	158,477.14	13,041.24	145,435.90	40.84
Dept 5140	BRUSH & WEEDS								
0001	PERSONAL SERVICES	0.00	20,000.00	20,000.00	0.00	20,000.00	0.00	20,000.00	0.00
Total Dept 5140	BRUSH & WEEDS	0.00	20,000.00	20,000.00	0.00	20,000.00	0.00	20,000.00	0.00
Dept 5142	SNOW REMOVAL								
0001	PERSONAL SERVICES	0.00	884,687.00	884,687.00	594,030.96	290,656.04	0.00	290,656.04	67.15
0004	CONTRACTUAL & MISC. EXPENSE	0.00	467,350.00	468,700.58	293,923.73	174,776.85	2,345.58	172,431.27	62.71
Total Dept 5142	SNOW REMOVAL	0.00	1,352,037.00	1,353,387.58	887,954.69	465,432.89	2,345.58	463,087.31	65.61
Dept 9010	STATE RETIREMENT								
0008	EMPLOYEE BENEFITS	0.00	150,867.00	150,867.00	34,914.98	115,952.02	0.00	115,952.02	23.14
Total Dept 9010	STATE RETIREMENT	0.00	150,867.00	150,867.00	34,914.98	115,952.02	0.00	115,952.02	23.14
Dept 9030	SOCIAL SECURITY								
0008	EMPLOYEE BENEFITS	267.23	76,346.00	76,346.00	49,633.85	26,712.15	0.00	26,712.15	65.01
Total Dept 9030	SOCIAL SECURITY	267.23	76,346.00	76,346.00	49,633.85	26,712.15	0.00	26,712.15	65.01
Dept 9040	WORKERS COMPENSATION								
0008	EMPLOYEE BENEFITS	0.00	74,500.00	74,500.00	66,039.40	8,460.60	0.00	8,460.60	88.64
Total Dept 9040	WORKERS COMPENSATION	0.00	74,500.00	74,500.00	66,039.40	8,460.60	0.00	8,460.60	88.64
Dept 9045	LIFE INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	875.00	875.00	324.00	551.00	0.00	551.00	37.03
Total Dept 9045	LIFE INSURANCE	0.00	875.00	875.00	324.00	551.00	0.00	551.00	37.03
Dept 9050	UNEMPLOYMENT INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00

TOWN OF PITTSFORD

Expense Control Report

Fiscal Year: 2020 Period From: 1 To: 12

		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0004	HIGHWAY WHOLE TOWN FUND								
Dept 9050	UNEMPLOYMENT INSURANCE								
Total Dept 9050	UNEMPLOYMENT INSURANCE	0.00	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
Dept 9055	DISABILITY INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	2,461.00	2,461.00	876.81	1,584.19	0.00	1,584.19	35.63
Total Dept 9055	DISABILITY INSURANCE	0.00	2,461.00	2,461.00	876.81	1,584.19	0.00	1,584.19	35.63
Dept 9060	HOSPITALIZATION								
0008	EMPLOYEE BENEFITS	184.16	405,017.00	405,017.00	186,296.06	218,720.94	0.00	218,720.94	46.00
Total Dept 9060	HOSPITALIZATION	184.16	405,017.00	405,017.00	186,296.06	218,720.94	0.00	218,720.94	46.00
Dept 9089	MISC. EMPLOYEE BENEFITS								
0008	EMPLOYEE BENEFITS	18.37	200.00	200.00	66.87	133.13	128.59	4.54	33.44
Total Dept 9089	MISC. EMPLOYEE BENEFITS	18.37	200.00	200.00	66.87	133.13	128.59	4.54	33.44
Total Fund 0004	HIGHWAY WHOLE TOWN FUND	76,414.57	2,668,555.00	2,773,767.64	1,397,242.58	1,376,525.06	329,810.41	1,046,714.65	50.37

TOWN OF PITTSFORD

Expense Control Report

Fiscal Year: 2020 Period From: 1 To: 12

		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0005	HIGHWAY PART TOWN FUND								
Dept 4560	PHYSICIAN								
0004	CONTRACTUAL & MISC. EXPENSE	210.00	2,600.00	2,600.00	485.00	2,115.00	0.00	2,115.00	18.65
Total Dept 4560	PHYSICIAN	210.00	2,600.00	2,600.00	485.00	2,115.00	0.00	2,115.00	18.65
Dept 5110	GENERAL REPAIRS								
0001	PERSONAL SERVICES	78,429.10	1,529,083.00	1,529,083.00	346,460.35	1,182,622.65	0.00	1,182,622.65	22.66
0004	CONTRACTUAL & MISC. EXPENSE	155,514.57	1,054,598.00	1,295,797.56	251,079.16	1,044,718.40	303,585.71	741,132.69	19.38
Total Dept 5110	GENERAL REPAIRS	233,943.67	2,583,681.00	2,824,880.56	597,539.51	2,227,341.05	303,585.71	1,923,755.34	21.15
Dept 5112	IMPROVEMENTS								
0002	EQUIPMENT & CAPITAL OUTLAY	73,047.27	196,324.00	196,324.00	73,047.27	123,276.73	22,406.98	100,869.75	37.21
Total Dept 5112	IMPROVEMENTS	73,047.27	196,324.00	196,324.00	73,047.27	123,276.73	22,406.98	100,869.75	37.21
Dept 9010	STATE RETIREMENT								
0008	EMPLOYEE BENEFITS	0.00	180,914.00	180,914.00	38,803.90	142,110.10	0.00	142,110.10	21.45
Total Dept 9010	STATE RETIREMENT	0.00	180,914.00	180,914.00	38,803.90	142,110.10	0.00	142,110.10	21.45
Dept 9030	SOCIAL SECURITY								
0008	EMPLOYEE BENEFITS	5,887.81	117,281.00	117,281.00	26,071.26	91,209.74	0.00	91,209.74	22.23
Total Dept 9030	SOCIAL SECURITY	5,887.81	117,281.00	117,281.00	26,071.26	91,209.74	0.00	91,209.74	22.23
Dept 9040	WORKERS COMPENSATION								
0008	EMPLOYEE BENEFITS	0.00	219,501.00	219,501.00	152,858.10	66,642.90	0.00	66,642.90	69.64
Total Dept 9040	WORKERS COMPENSATION	0.00	219,501.00	219,501.00	152,858.10	66,642.90	0.00	66,642.90	69.64
Dept 9045	LIFE INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	800.00	800.00	305.08	494.92	0.00	494.92	38.14
Total Dept 9045	LIFE INSURANCE	0.00	800.00	800.00	305.08	494.92	0.00	494.92	38.14
Dept 9050	UNEMPLOYMENT INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
Total Dept 9050	UNEMPLOYMENT INSURANCE	0.00	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
Dept 9055	DISABILITY INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	2,400.00	2,400.00	835.99	1,564.01	0.00	1,564.01	34.83
Total Dept 9055	DISABILITY INSURANCE	0.00	2,400.00	2,400.00	835.99	1,564.01	0.00	1,564.01	34.83
Dept 9060	HOSPITALIZATION								
0008	EMPLOYEE BENEFITS	1,135.46	460,850.00	460,850.00	224,851.70	235,998.30	0.00	235,998.30	48.79
Total Dept 9060	HOSPITALIZATION	1,135.46	460,850.00	460,850.00	224,851.70	235,998.30	0.00	235,998.30	48.79
Dept 9089	MISC. EMPLOYEE BENEFITS								
0008	EMPLOYEE BENEFITS	18.38	300.00	300.00	103.63	196.37	128.66	67.74	34.54

TOWN OF PITTSFORD

Expense Control Report

Fiscal Year: 2020 Period From: 1 To: 12

		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0005	HIGHWAY PART TOWN FUND								
Dept 9089	MISC. EMPLOYEE BENEFITS								
Total Dept 9089	MISC. EMPLOYEE BENEFITS	18.38	300.00	300.00	103.63	196.37	128.66	67.71	34.54
Total Fund 0005	HIGHWAY PART TOWN FUND	314,242.59	3,767,651.00	4,008,850.56	1,114,901.44	2,893,949.12	326,121.35	2,567,827.77	27.81
Grand Total		766,992.93	20,404,216.00	21,064,381.23	6,989,728.29	14,074,652.94	857,082.71	13,217,570.23	33.18

NOTE: One or more accounts may not be printed due to Account Table restrictions.

MEMORANDUM

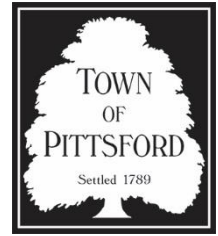
To: Pittsford Town Board

From: Paul Schenkel - Commissioner of Public Works

Date: June 9, 2020

Regarding: Country Club Estates Refuse District

For Meeting On: June 16, 2020



Ladies and Gentlemen:

The Department of Public Works has received Petitions, signed by the required percentage of homeowners affected, for the above proposed Refuse District. The Department is recommending that the Town Board set a public hearing to consider this matter.

Attached are the following:

- Proposed "Order for Hearing"
- A sample Petition for Refuse District, including a map and the addresses for the proposed Refuse District.
- Certificate from the Town Assessor, confirming that the Assessment values are correct for the parcels within the proposed Refuse District.

The proposed date for the public hearing is July 21, 2020, as is set forth in the proposed Order.

RESOLUTION FOR ORDER

I move that a Public Hearing be set for July 21, 2020, at 6:00 P.M., local time, to consider the approval of the proposed "Country Club Estates Refuse District", as set forth in the written Order.

At a Regular Meeting of the Town Board of the Town of Pittsford, New York, held at Pittsford Town Hall, 11 S. Main St., or by electric conference or meeting as permitted by law, in the Town of Pittsford, New York, on the 16th day of June, 2020.

PRESENT:

William A. Smith, Jr., Supervisor
Katherine Bohne Munzinger, Deputy Supervisor
Kevin S. Beckford, Councilman
Cathy Koshykar, Councilwoman
Stephanie Townsend, Councilwoman

ABSENT: NONE

TOWN BOARD
TOWN OF PITTSFORD

STATE OF NEW YORK
COUNTY OF MONROE

In the Matter of

THE ESTABLISHMENT OF THE
COUNTRY CLUB ESTATES REFUSE
DISTRICT IN THE TOWN OF
PITTSFORD, MONROE COUNTY, NEW YORK

**ORDER FOR
PUBLIC HEARING**

WHEREAS, Petitions, signed by the required percentage of owners of taxable real property situated in the proposed "Country Club Estates Refuse District" have been presented to the Town Board of Pittsford, Monroe County, New York, for the proposed creation of the aforesaid Refuse District to be located in the Country Club Subdivision, the said proposed District being located in general terms on the streets of Country Club Drive and North Country Club Drive, situated off of East Avenue, comprising of 80 parcels, all as is more particularly set forth in the Petitions and map as described herein; and

WHEREAS, no public monies are proposed to be expended for the creation of the Refuse District; and

WHEREAS, the anticipated Refuse Collection Fees to be paid annually by the owner of each home within the District, is in the amount of \$217.87;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that a public hearing be held before the Town Board of the Town of Pittsford, at the Town of Pittsford Town Hall, or by electronic conference or meeting as permitted by law, on the 21st day of July, 2020 at 6:00 o'clock P.M., Local Time, to consider the said Petitions and to hear all persons interested

therein, and for such other and further action on the part of the Town Board with relation to the said Petitions as may be required by law or proper in the premises; and it is further

RESOLVED AND ORDERED, that a copy of the within Order be duly published in the Brighton-Pittsford Post, which paper is designated as the official paper for such publication, and a copy of the said Order be posted on the bulletin board of the Town Clerk of the Town of Pittsford, New York, maintained pursuant to Section 30 of the Town Law, not less than ten (10) nor more than twenty (20) days prior to the date of the said hearing.

Said matter having been put to a vote, the following votes were recorded:

William A. Smith, Jr.	VOTING
Katherine Bohne Munzinger	VOTING
Kevin S. Beckford	VOTING
Cathy Koshykar	VOTING
Stephanie Townsend	VOTING

The Order was thereupon declared duly adopted.

Dated: June 16, 2020

TOWN CLERK CERTIFICATION

I, Linda M. Dillon, Town Clerk of the Town of Pittsford, New York, DO HEREBY CERTIFY that I have compared a copy of the Order as herein specified with the original in the minutes of the meeting of the Town Board of the Town of Pittsford, and that the same is a correct transcript thereof and the whole of the said original.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of June, 2020.

Linda M. Dillon, Town Clerk

In the Matter of the Establishment
of the
Country Club Estates Refuse District in the
Town of Pittsford, County of Monroe, State of New York

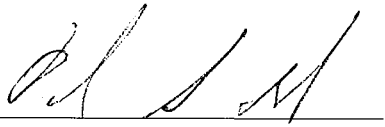
PETITION
Address: **21 Country Club Dr**

TO THE TOWN BOARD OF THE TOWN OF PITTSFORD
MONROE COUNTY, NEW YORK:

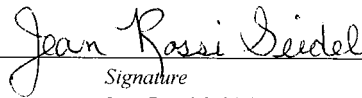
We, the undersigned, being owners of taxable real property situate in the proposed Country Club Estates Refuse District, which proposed district is hereinafter shown on the attached map titled Country Club Estates Refuse District, do hereby petition your Honorable Board to establish the Country Club Estates Refuse District to include the real property located within the proposed district, which real property is located in the Town of Pittsford, County of Monroe, and State of New York, outside of any incorporated village and wholly within the said Town of Pittsford.

Pursuant to Article 12 of the Town Law of the State of New York, the Undersigned further petitions that the expense of the establishment of this District, together with expenses of providing the services by the proposed District, shall be assessed, levied and collected, in proportion as nearly as may be to the benefit which each lot or parcel will derive therefrom, from the several lots and parcels within the proposed District in the same manner and at the same time as other Town charges.

Dated: MARCH 5, 2020



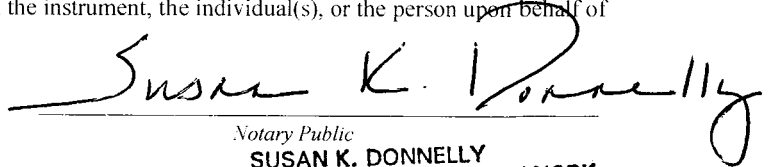
Signature
Paul Seidel



Signature
Jean Rossi Seidel

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

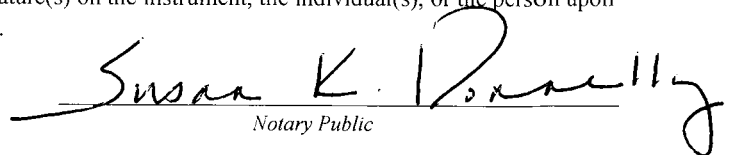
On this 5th day of March, 2020, before me the undersigned, personally appeared Paul Seidel, personally known and known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public
SUSAN K. DONNELLY
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01D06344452
QUALIFIED IN MONROE COUNTY
MY COMMISSION EXPIRES 07-05-2020

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On this 5th day of March, 2020, before me the undersigned, personally appeared Jean Rossi Seidel, personally known and known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

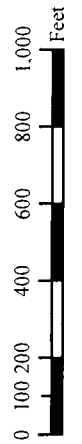
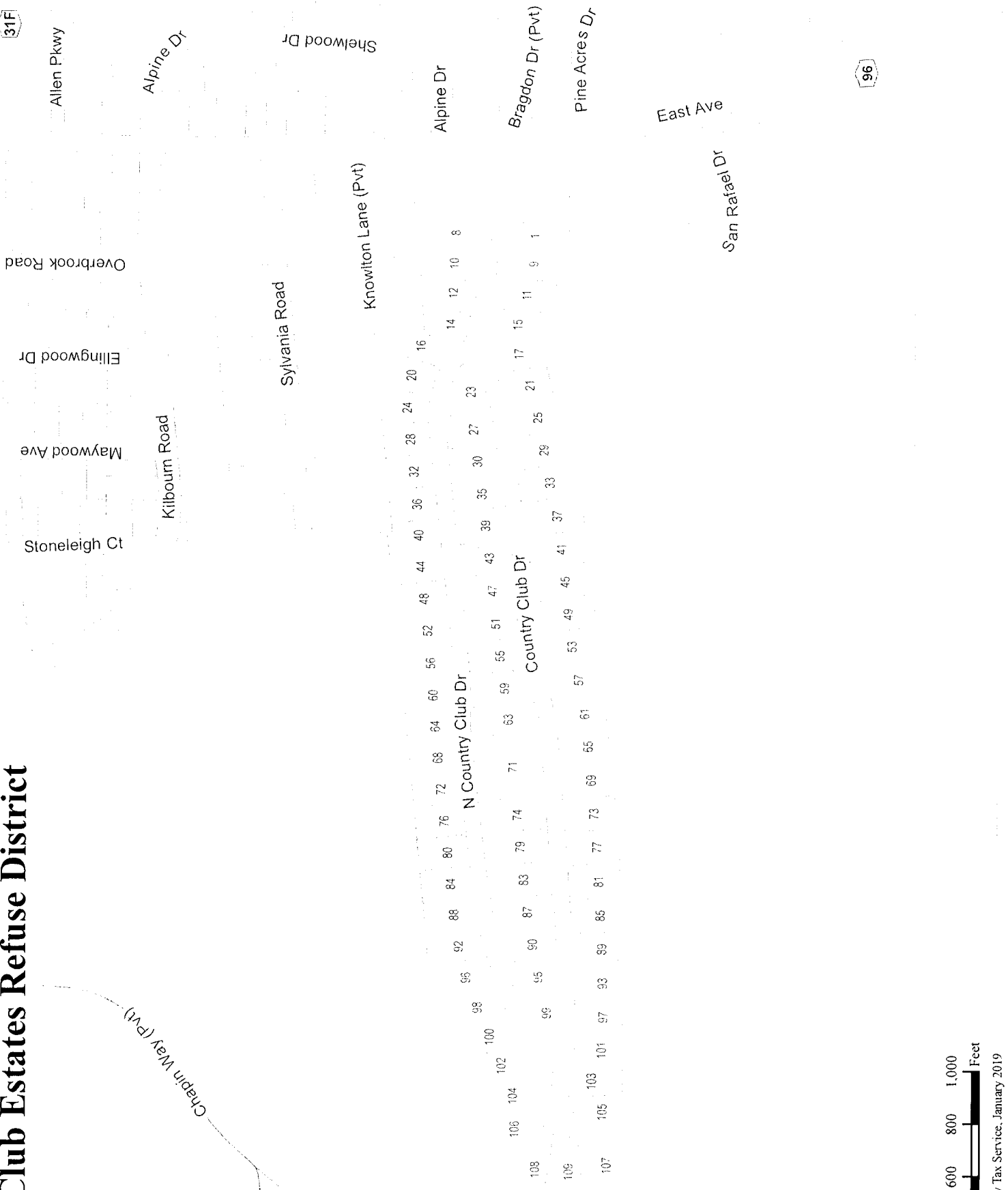


Notary Public
SUSAN K. DONNELLY
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01D06344452
QUALIFIED IN MONROE COUNTY
MY COMMISSION EXPIRES 07-05-2020

Country Club Estates Refuse District

31F

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TOWN OF PITTSFORD

MONROE COUNTY


NEW YORK

**In the Matter of the Establishment of the
Country Club Estates Refuse District**

**TOWN ASSESSOR'S
CERTIFICATE**

The undersigned, Town Assessor of the Town of Pittsford, Monroe County, New York, hereby certifies that he has compared the signature of the Petitions in the above-entitled matter, with the 2020 Assessment Roll for the Town of Pittsford, which is the latest completed Assessment Roll for the Town, with respect to the assessed valuation of the land described in the Petitions, and finds that the Petitioners herein represent ownership of 57.45% of the real property within the area of the proposed Refuse District, based on the Schedule A attached hereto.

IN WITNESS WHEREOF, I have hereunto set my hand this 12 day of June, 2020.



Stephen H. Robson, Town Assessor

SCHEDULE A

REAL PROPERTY WITHIN THE AREA OF THE PROPOSED COUNTRY CLUB ESTATES REFUSE DISTRICT

<u>Tax ID Number</u>	<u>Parcel Address</u>	<u>Parcel Assessment</u>	<u>Date Signed</u>
151.06-1-35	1 Country Club Dr	\$ 657,700.00	NOT SIGNED
151.06-1-53	8 Country Club Dr	\$ 304,600.00	March 16, 2020
151.06-1-36	9 Country Club Dr	\$ 314,000.00	NOT SIGNED
151.06-1-52	10 Country Club Dr	\$ 323,200.00	March 2, 2020
151.06-1-37	11 Country Club Dr	\$ 245,900.00	March 4, 2020
151.06-1-51	12 Country Club Dr	\$ 302,600.00	NOT SIGNED
151.06-1-38	15 Country Club Dr	\$ 306,900.00	NOT SIGNED
151.06-1-39	17 Country Club Dr	\$ 328,600.00	NOT SIGNED
151.06-1-40	21 Country Club Dr	\$ 291,600.00	March 5, 2020
151.06-1-41	25 Country Club Dr	\$ 463,200.00	April 4, 2020
151.06-1-42	29 Country Club Dr	\$ 306,000.00	March 16, 2020
151.06-1-43	33 Country Club Dr	\$ 314,900.00	NOT SIGNED
151.06-1-44	37 Country Club Dr	\$ 319,600.00	March 9, 2020
151.05-1-55	41 Country Club Dr	\$ 409,800.00	April 24, 2020
151.05-1-54	45 Country Club Dr	\$ 324,900.00	NOT SIGNED
151.05-1-53	49 Country Club Dr	\$ 369,000.00	April 15, 2020
151.05-1-52	53 Country Club Dr	\$ 333,500.00	March 12, 2020
151.05-1-51	57 Country Club Dr	\$ 354,000.00	NOT SIGNED
151.05-1-50	61 Country Club Dr	\$ 293,500.00	March 2, 2020
151.05-1-49	65 Country Club Dr	\$ 425,700.00	NOT SIGNED
151.05-1-48	69 Country Club Dr	\$ 416,800.00	April 23, 2020
151.05-1-47	73 Country Club Dr	\$ 253,000.00	March 3, 2020
151.05-1-29	74 Country Club Dr	\$ 270,000.00	NOT SIGNED
151.05-1-46	77 Country Club Dr	\$ 345,100.00	March 11, 2020
151.05-1-45	81 Country Club Dr	\$ 459,500.00	March 3, 2020
151.05-1-44	85 Country Club Dr	\$ 413,500.00	March 12, 2020
151.05-1-43	89 Country Club Dr	\$ 527,300.00	April 7, 2020
151.05-1-33	90 Country Club Dr	\$ 344,500.00	April 29, 2020
151.05-1-42	93 Country Club Dr	\$ 354,100.00	NOT SIGNED
151.05-1-41	97 Country Club Dr	\$ 318,800.00	NOT SIGNED
151.05-1-40	101 Country Club Dr	\$ 338,000.00	March 5, 2020
151.05-1-39	103 Country Club Dr	\$ 440,000.00	NOT SIGNED
151.05-1-38	105 Country Club Dr	\$ 352,000.00	April 23, 2020
151.05-1-37	107 Country Club Dr	\$ 516,800.00	March 3, 2020
151.06-1-50	14 North Country Club Dr	\$ 261,300.00	NOT SIGNED
151.06-1-57	16 North Country Club Dr	\$ 306,300.00	NOT SIGNED
151.06-1-58	20 North Country Club Dr	\$ 350,600.00	NOT SIGNED
151.06-1-49	23 North Country Club Dr	\$ 270,500.00	April 28, 2020
151.06-1-59	24 North Country Club Dr	\$ 291,500.00	April 10, 2020
151.06-1-48	27 North Country Club Dr	\$ 339,200.00	NOT SIGNED
151.06-1-60	28 North Country Club Dr	\$ 323,400.00	NOT SIGNED
151.06-1-47	30 North Country Club Dr	\$ 391,200.00	NOT SIGNED
151.06-1-61	32 North Country Club Dr	\$ 288,400.00	NOT SIGNED

<u>Tax ID Number</u>	<u>Parcel Address</u>	<u>Parcel Assessment</u>	<u>Date Signed</u>
151.06-1-46	35 North Country Club Dr	\$ 418,700.00	April 5, 2020
151.06-1-62	36 North Country Club Dr	\$ 226,800.00	NOT SIGNED
151.06-1-45	39 North Country Club Dr	\$ 280,200.00	March 31, 2020
151.05-1-21	40 North Country Club Dr	\$ 279,000.00	March 9, 2020
151.05-1-22	43 North Country Club Dr	\$ 287,800.00	April 3, 2020
151.05-1-20	44 North Country Club Dr	\$ 424,500.00	April 5, 2020
151.05-1-23	47 North Country Club Dr	\$ 297,400.00	NOT SIGNED
151.05-1-19	48 North Country Club Dr	\$ 288,200.00	NOT SIGNED
151.05-1-24	51 North Country Club Dr	\$ 294,400.00	March 3, 2020
151.05-1-18	52 North Country Club Dr	\$ 307,400.00	NOT SIGNED
151.05-1-25	55 North Country Club Dr	\$ 351,500.00	NOT SIGNED
151.05-1-17	56 North Country Club Dr	\$ 294,200.00	March 2, 2020
151.05-1-26	59 North Country Club Dr	\$ 318,500.00	April 18, 2020
151.05-1-16	60 North Country Club Dr	\$ 485,000.00	NOT SIGNED
151.05-1-27	63 North Country Club Dr	\$ 332,800.00	NOT SIGNED
151.05-1-15	64 North Country Club Dr	\$ 258,200.00	April 7, 2020
151.05-1-14	68 North Country Club Dr	\$ 363,600.00	March 10, 2020
151.05-1-28	71 North Country Club Dr	\$ 540,000.00	NOT SIGNED
151.05-1-13	72 North Country Club Dr	\$ 424,000.00	March 16, 2020
151.05-1-12	76 North Country Club Dr	\$ 490,400.00	April 18, 2020
151.05-1-30	79 North Country Club Dr	\$ 310,300.00	March 12, 2020
151.05-1-11	80 North Country Club Dr	\$ 335,700.00	NOT SIGNED
151.05-1-31	83 North Country Club Dr	\$ 280,300.00	March 12, 2020
151.05-1-10	84 North Country Club Dr	\$ 462,000.00	NOT SIGNED
151.05-1-32	87 North Country Club Dr	\$ 466,900.00	April 2, 2020
151.05-1-9	88 North Country Club Dr	\$ 335,900.00	February 29, 2020
151.05-1-8	92 North Country Club Dr	\$ 429,400.00	March 10, 2020
151.05-1-34	95 North Country Club Dr	\$ 355,100.00	NOT SIGNED
151.05-1-7	96 North Country Club Dr	\$ 490,100.00	NOT SIGNED
151.05-1-6	98 North Country Club Dr	\$ 399,000.00	NOT SIGNED
151.05-1-35	99 North Country Club Dr	\$ 319,600.00	NOT SIGNED
151.05-1-5	100 North Country Club Dr	\$ 402,300.00	March 12, 2020
151.05-1-4	102 North Country Club Dr	\$ 411,300.00	March 12, 2020
151.05-1-3	104 North Country Club Dr	\$ 280,000.00	NOT SIGNED
151.05-1-2	106 North Country Club Dr	\$ 349,600.00	March 11, 2020
151.05-1-1	108 North Country Club Dr	\$ 393,600.00	March 12, 2020
151.05-1-36	109 North Country Club Dr	\$ 425,500.00	April 23, 2020

Total Assessed Value in District: \$28,570,200.00

Total Assessed Value of Petitioning Parcel Owners: \$16,415,200.00

Percentage Ownership of Petitioners: 57.45%

MEMORANDUM

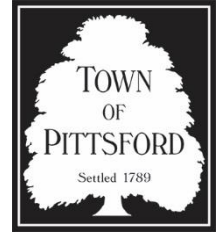
To: Pittsford Town Board

From: Paul Schenkel - Commissioner of Public Works

Date: June 9, 2020

Regarding: Heritage Woods Refuse District

For Meeting On: June 16, 2020



Ladies and Gentlemen:

The Department of Public Works has received Petitions, signed by the required percentage of homeowners affected, for the above proposed Refuse District. The Department is recommending that the Town Board set a public hearing to consider this matter.

Attached are the following:

- Proposed "Order for Hearing"
- A sample Petition for Refuse District, including a map and the addresses for the proposed Refuse District.
- Certificate from the Town Assessor, confirming that the Assessment values are correct for the parcels within the proposed Refuse District.

The proposed date for the public hearing is July 21, 2020, as is set forth in the proposed Order.

RESOLUTION FOR ORDER

I move that a Public Hearing be set for July 21, 2020, at 6:00 P.M., local time, to consider the approval of the proposed "Heritage Woods Refuse District", as set forth in the written Order.

At a Regular Meeting of the Town Board of the Town of Pittsford, New York, held at Pittsford Town Hall, 11 S. Main St., or by electric conference or meeting as permitted by law, in the Town of Pittsford, New York, on the 16th day of June, 2020.

PRESENT:

William A. Smith, Jr., Supervisor
Katherine Bohne Munzinger, Deputy Supervisor
Kevin S. Beckford, Councilman
Cathy Koshykar, Councilwoman
Stephanie Townsend, Councilwoman

ABSENT: NONE

TOWN BOARD
TOWN OF PITTSFORD

STATE OF NEW YORK
COUNTY OF MONROE

In the Matter of

THE ESTABLISHMENT OF THE
HERITAGE WOODS REFUSE DISTRICT
IN THE TOWN OF PITTSFORD,
MONROE COUNTY, NEW YORK

**ORDER FOR
PUBLIC HEARING**

WHEREAS, Petitions, signed by the required percentage of owners of taxable real property situated in the proposed "Heritage Woods Refuse District" have been presented to the Town Board of Pittsford, Monroe County, New York, for the proposed creation of the aforesaid Refuse District to be located in the Heritage Woods Subdivision, the said proposed District being located in general terms on the streets of Deer Creek Road, Railroad Mills Road, Old Brick Circle, Old Forge Lane, Wandering Trail and Whispering Meadow situated off of Railroad Mills Road, comprising of 175 parcels, all as is more particularly set forth in the Petitions and map as described herein; and

WHEREAS, no public monies are proposed to be expended for the creation of the Refuse District; and

WHEREAS, the anticipated Refuse Collection Fees to be paid annually by the owner of each home within the District, is in the amount of \$217.87;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that a public hearing be held before the Town Board of the Town of Pittsford, at the Town of Pittsford Town Hall, or by electronic conference or meeting as permitted by law, on the 21st day of July, 2020 at 6:00 o'clock

P.M., Local Time, to consider the said Petitions and to hear all persons interested therein, and for such other and further action on the part of the Town Board with relation to the said Petitions as may be required by law or proper in the premises; and it is further

RESOLVED AND ORDERED, that a copy of the within Order be duly published in the Brighton-Pittsford Post, which paper is designated as the official paper for such publication, and a copy of the said Order be posted on the bulletin board of the Town Clerk of the Town of Pittsford, New York, maintained pursuant to Section 30 of the Town Law, not less than ten (10) nor more than twenty (20) days prior to the date of the said hearing.

Said matter having been put to a vote, the following votes were recorded:

William A. Smith, Jr.	VOTING
Katherine Bohne Munzinger	VOTING
Kevin S. Beckford	VOTING
Cathy Koshykar	VOTING
Stephanie Townsend	VOTING

The Order was thereupon declared duly adopted.

Dated: June 16, 2020

TOWN CLERK CERTIFICATION

I, Linda M. Dillon, Town Clerk of the Town of Pittsford, New York, DO HEREBY CERTIFY that I have compared a copy of the Order as herein specified with the original in the minutes of the meeting of the Town Board of the Town of Pittsford, and that the same is a correct transcript thereof and the whole of the said original.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of June, 2020.

Linda M. Dillon, Town Clerk

In the Matter of the Establishment
of the
Heritage Woods Refuse District in the
Town of Pittsford, County of Monroe, State of New York

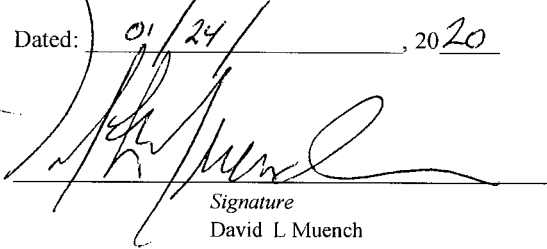
PETITION
Address: **35 Deer Creek Rd**

TO THE TOWN BOARD OF THE TOWN OF PITTSFORD
MONROE COUNTY, NEW YORK:

We, the undersigned, being owners of taxable real property situate in the proposed Heritage Woods Refuse District, which proposed district is hereinafter shown on the attached map titled Heritage Woods Refuse District, do hereby petition your Honorable Board to establish the Heritage Woods Refuse District to include the real property located within the proposed district, which real property is located in the Town of Pittsford, County of Monroe, and State of New York, outside of any incorporated village and wholly within the said Town of Pittsford.

Pursuant to Article 12 of the Town Law of the State of New York, the Undersigned further petitions that the expense of the establishment of this District, together with expenses of providing the services by the proposed District, shall be assessed, levied and collected, in proportion as nearly as may be to the benefit which each lot or parcel will derive therefrom, from the several lots and parcels within the proposed District in the same manner and at the same time as other Town charges.

Dated: 01/24/, 2020

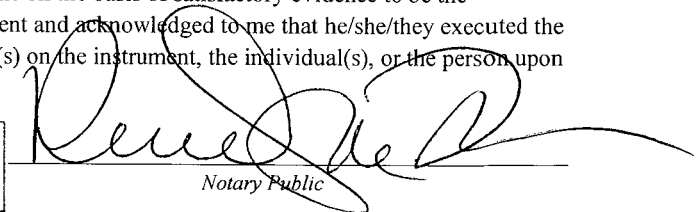

Signature
David L Muench

Signature
Stacey A Muench

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On this 24th day of January, 2020, before me the undersigned, personally appeared David L Muench, personally known and known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Renee M. McQuillen
Notary Public, State of New York
Registration #01MC6333997
Qualified In Monroe County 23
Commission Expires Dec. 7, 2018


Notary Public

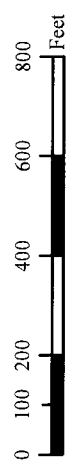
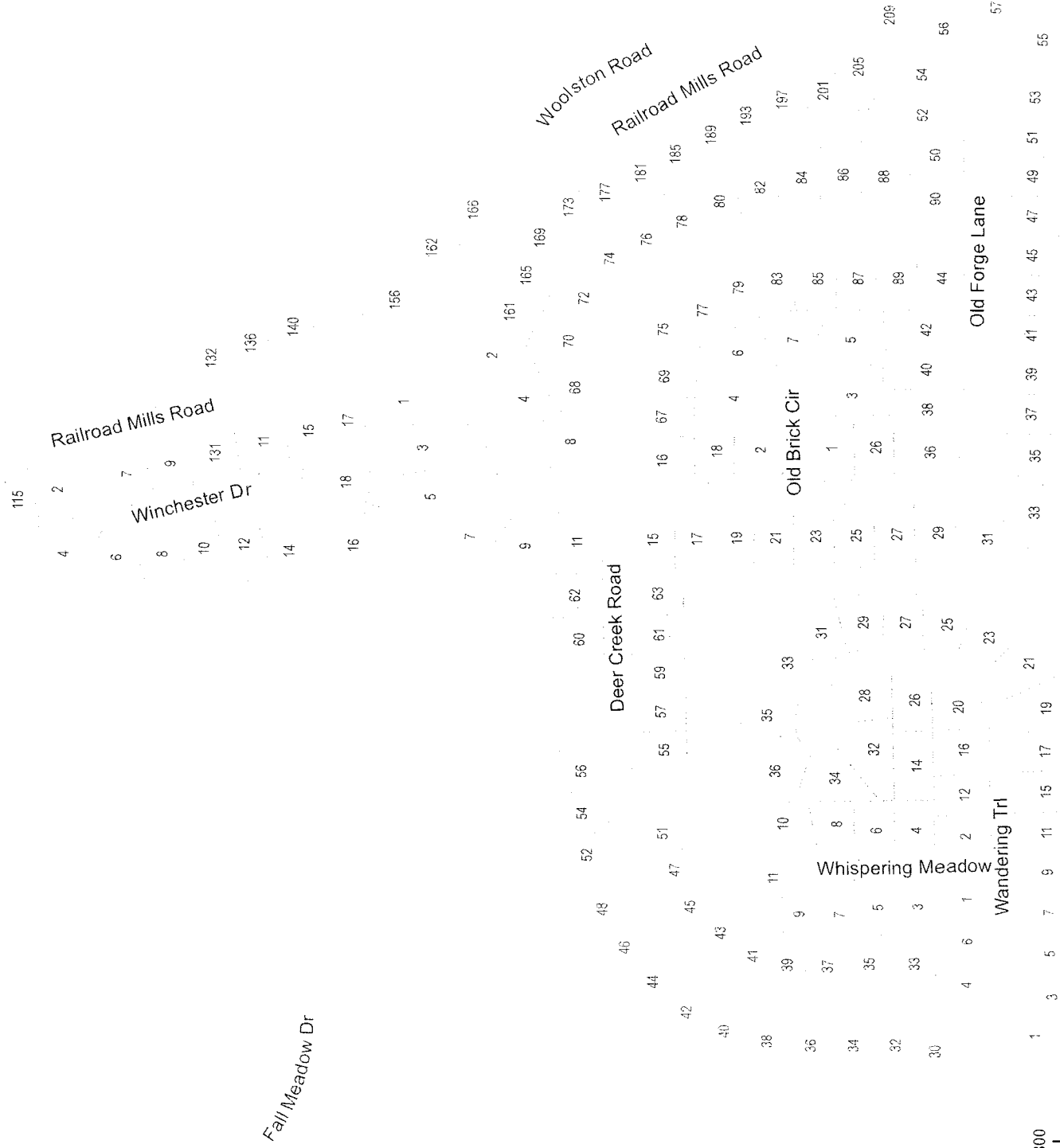
STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On this ____ day of _____, 20____, before me the undersigned, personally appeared Stacey A Muench, personally known and known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Heritage Woods Refuse District

Sturbridge Lane



Monroe County Real Property Tax Service, January 2020

TOWN OF PITTSFORD

MONROE COUNTY

NEW YORK

**In the Matter of the Establishment of the
Heritage Woods Refuse District**

**TOWN ASSESSOR'S
CERTIFICATE**

The undersigned, Town Assessor of the Town of Pittsford, Monroe County, New York, hereby certifies that he has compared the signature of the Petitions in the above-entitled matter, with the 2020 Assessment Roll for the Town of Pittsford, which is the latest completed Assessment Roll for the Town, with respect to the assessed valuation of the land described in the Petitions, and finds that the Petitioners herein represent ownership of 65.32% of the real property within the area of the proposed Refuse District, based on the Schedule A attached hereto.

IN WITNESS WHEREOF, I have hereunto set my hand this 12 day of June, 2020.



Stephen H. Robson, Town Assessor

SCHEDULE A

REAL PROPERTY WITHIN THE AREA OF THE PROPOSED HERITAGE WOODS REFUSE DISTRICT

<u>Tax ID Number</u>	<u>Parcel Address</u>	<u>Parcel Assessment</u>	<u>Date Petition Signed</u>
192.12-1-61	30 Deer Creek Rd	\$ 250,000.00	February 15, 2020
192.12-1-60	32 Deer Creek Rd	\$ 247,500.00	February 20, 2020
192.12-1-50	33 Deer Creek Rd	\$ 262,800.00	March 1, 2020
192.12-1-59	34 Deer Creek Rd	\$ 241,300.00	NOT SIGNED
192.12-1-51	35 Deer Creek Rd	\$ 253,800.00	January 24, 2020
192.12-1-58	36 Deer Creek Rd	\$ 215,900.00	February 18, 2020
192.12-1-52	37 Deer Creek Rd	\$ 308,800.00	February 2, 2020
192.12-1-57	38 Deer Creek Rd	\$ 256,500.00	NOT SIGNED
192.12-1-53	39 Deer Creek Rd	\$ 245,200.00	February 19, 2020
192.12-1-56	40 Deer Creek Rd	\$ 235,000.00	March 14, 2020
192.12-1-54	41 Deer Creek Rd	\$ 238,300.00	February 23, 2020
192.12-1-55	42 Deer Creek Rd	\$ 235,700.00	February 29, 2020
192.12-1-12	43 Deer Creek Rd	\$ 240,100.00	NOT SIGNED
192.12-1-11	44 Deer Creek Rd	\$ 222,100.00	February 29, 2020
192.12-1-13	45 Deer Creek Rd	\$ 249,600.00	February 29, 2020
192.12-1-10	46 Deer Creek Rd	\$ 238,900.00	February 17, 2020
192.12-1-14	47 Deer Creek Rd	\$ 234,900.00	February 17, 2020
192.12-1-9	48 Deer Creek Rd	\$ 248,400.00	February 18, 2020
192.12-1-8	50 Deer Creek Rd	\$ 90,000.00	NOT SIGNED
192.12-1-15	51 Deer Creek Rd	\$ 271,100.00	March 5, 2020
192.12-1-7	52 Deer Creek Rd	\$ 235,000.00	February 17, 2020
192.12-1-6	54 Deer Creek Rd	\$ 221,000.00	February 28, 2020
192.12-1-16	55 Deer Creek Rd	\$ 240,100.00	February 25, 2020
192.12-1-5	56 Deer Creek Rd	\$ 250,900.00	February 25, 2020
192.12-1-17	57 Deer Creek Rd	\$ 248,600.00	March 1, 2020
192.12-1-18	59 Deer Creek Rd	\$ 250,600.00	NOT SIGNED
192.12-1-4	60 Deer Creek Rd	\$ 189,000.00	March 2, 2020
192.12-1-19	61 Deer Creek Rd	\$ 160,000.00	NOT SIGNED
192.12-1-3	62 Deer Creek Rd	\$ 225,100.00	February 18, 2020
192.12-1-20	63 Deer Creek Rd	\$ 221,000.00	NOT SIGNED
193.09-1-58	67 Deer Creek Rd	\$ 217,600.00	April 20, 2020
193.09-1-41	68 Deer Creek Rd	\$ 223,000.00	March 22, 2020
193.09-1-57	69 Deer Creek Rd	\$ 205,900.00	February 23, 2020
193.09-1-42	70 Deer Creek Rd	\$ 232,900.00	NOT SIGNED
193.09-1-43	72 Deer Creek Rd	\$ 226,800.00	February 19, 2020
193.09-1-44	74 Deer Creek Rd	\$ 221,900.00	April 15, 2020
193.09-1-56	75 Deer Creek Rd	\$ 228,200.00	March 11, 2020
193.09-1-45	76 Deer Creek Rd	\$ 191,700.00	March 11, 2020
193.09-1-55	77 Deer Creek Rd	\$ 240,200.00	NOT SIGNED
193.09-1-46	78 Deer Creek Rd	\$ 255,700.00	NOT SIGNED
193.09-1-54	79 Deer Creek Rd	\$ 215,800.00	NOT SIGNED
193.09-1-47	80 Deer Creek Rd	\$ 199,000.00	March 12, 2020

<u>Tax ID Number</u>	<u>Parcel Address</u>	<u>Parcel Assessment</u>	<u>Date Petition Signed</u>
193.09-1-48	82 Deer Creek Rd	\$ 198,500.00	March 22, 2020
193.09-1-53	83 Deer Creek Rd	\$ 206,200.00	NOT SIGNED
193.09-1-49	84 Deer Creek Rd	\$ 192,000.00	April 8, 2020
193.09-1-52	85 Deer Creek Rd	\$ 198,300.00	NOT SIGNED
193.09-1-50	86 Deer Creek Rd	\$ 200,500.00	NOT SIGNED
193.09-1-51	87 Deer Creek Rd	\$ 235,000.00	February 29, 2020
193.13-1-8	88 Deer Creek Rd	\$ 218,800.00	NOT SIGNED
193.13-1-7	89 Deer Creek Rd	\$ 218,000.00	March 13, 2020
193.13-1-9	90 Deer Creek Rd	\$ 225,600.00	NOT SIGNED
193.09-1-67	1 Old Brick Cir	\$ 161,200.00	NOT SIGNED
193.09-1-61	2 Old Brick Cir	\$ 210,000.00	March 19, 2020
193.09-1-66	3 Old Brick Cir	\$ 241,700.00	NOT SIGNED
193.09-1-62	4 Old Brick Cir	\$ 267,500.00	NOT SIGNED
193.09-1-65	5 Old Brick Cir	\$ 196,000.00	NOT SIGNED
193.09-1-63	6 Old Brick Cir	\$ 210,400.00	March 14, 2020
193.09-1-64	7 Old Brick Cir	\$ 174,200.00	NOT SIGNED
193.09-1-7	1 Old Forge Ln	\$ 196,600.00	March 1, 2020
193.09-1-38	2 Old Forge Ln	\$ 249,100.00	NOT SIGNED
193.09-1-6	3 Old Forge Ln	\$ 245,200.00	February 17, 2020
193.09-1-39	4 Old Forge Ln	\$ 225,600.00	NOT SIGNED
193.09-1-5	5 Old Forge Ln	\$ 230,200.00	March 10, 2020
193.09-1-4	7 Old Forge Ln	\$ 218,700.00	March 4, 2020
193.09-1-40	8 Old Forge Ln	\$ 230,000.00	March 21, 2020
193.09-1-3	9 Old Forge Ln	\$ 208,900.00	February 17, 2020
193.09-1-2	11 Old Forge Ln	\$ 216,000.00	NOT SIGNED
193.09-1-74	15 Old Forge Ln	\$ 194,700.00	March 1, 2020
193.09-1-59	16 Old Forge Ln	\$ 233,700.00	NOT SIGNED
193.09-1-73	17 Old Forge Ln	\$ 215,000.00	March 1, 2020
193.09-1-60	18 Old Forge Ln	\$ 177,600.00	NOT SIGNED
193.09-1-72	19 Old Forge Ln	\$ 203,600.00	February 15, 2020
193.09-1-71	21 Old Forge Ln	\$ 203,400.00	NOT SIGNED
193.09-1-70	23 Old Forge Ln	\$ 222,700.00	NOT SIGNED
193.09-1-69	25 Old Forge Ln	\$ 223,200.00	NOT SIGNED
193.09-1-68	26 Old Forge Ln	\$ 233,000.00	NOT SIGNED
193.13-1-1	27 Old Forge Ln	\$ 235,000.00	NOT SIGNED
193.13-1-28	29 Old Forge Ln	\$ 222,900.00	NOT SIGNED
193.13-1-27	31 Old Forge Ln	\$ 233,500.00	NOT SIGNED
193.13-1-26	33 Old Forge Ln	\$ 231,400.00	March 4, 2020
193.13-1-25	35 Old Forge Ln	\$ 209,800.00	NOT SIGNED
193.13-1-2	36 Old Forge Ln	\$ 226,000.00	NOT SIGNED
193.13-1-24	37 Old Forge Ln	\$ 229,200.00	January 25, 2020
193.13-1-3	38 Old Forge Ln	\$ 216,000.00	February 27, 2020
193.13-1-23	39 Old Forge Ln	\$ 224,800.00	March 10, 2020
193.13-1-4	40 Old Forge Ln	\$ 224,800.00	March 12, 2020
193.13-1-22	41 Old Forge Ln	\$ 222,000.00	March 4, 2020
193.13-1-5	42 Old Forge Ln	\$ 174,800.00	April 28, 2020
193.13-1-21	43 Old Forge Ln	\$ 208,400.00	March 12, 2020
193.13-1-6	44 Old Forge Ln	\$ 206,700.00	February 17, 2020
193.13-1-20	45 Old Forge Ln	\$ 255,200.00	March 4, 2020

<u>Tax ID Number</u>	<u>Parcel Address</u>	<u>Parcel Assessment</u>	<u>Date Petition Signed</u>
193.13-1-19	47 Old Forge Ln	\$ 228,100.00	February 29, 2020
193.13-1-18	49 Old Forge Ln	\$ 228,000.00	NOT SIGNED
193.13-1-10	50 Old Forge Ln	\$ 221,200.00	February 23, 2020
193.13-1-17	51 Old Forge Ln	\$ 231,400.00	March 29, 2020
193.13-1-11	52 Old Forge Ln	\$ 225,300.00	NOT SIGNED
193.13-1-16	53 Old Forge Ln	\$ 228,100.00	April 8, 2020
193.13-1-12	54 Old Forge Ln	\$ 223,200.00	NOT SIGNED
193.13-1-15	55 Old Forge Ln	\$ 237,500.00	March 1, 2020
193.13-1-13	56 Old Forge Ln	\$ 222,800.00	April 29, 2020
193.13-1-14	57 Old Forge Ln	\$ 204,300.00	March 29, 2020
193.09-1-80	115 Railroad Mills Rd	\$ 180,300.00	February 29, 2020
193.09-1-8.2	131 Railroad Mills Rd	\$ 189,100.00	March 2, 2020
193.09-1-11	132 Railroad Mills Rd	\$ 189,800.00	March 1, 2020
193.09-1-12	136 Railroad Mills Rd	\$ 180,400.00	NOT SIGNED
193.09-1-13	140 Railroad Mills Rd	\$ 154,000.00	March 2, 2020
193.09-1-15	156 Railroad Mills Rd	\$ 156,600.00	April 11, 2020
193.09-1-37	161 Railroad Mills Rd	\$ 181,000.00	NOT SIGNED
193.09-1-16	162 Railroad Mills Rd	\$ 194,600.00	NOT SIGNED
193.09-1-36	165 Railroad Mills Rd	\$ 194,300.00	February 14, 2020
193.09-1-17	166 Railroad Mills Rd	\$ 157,300.00	NOT SIGNED
193.09-1-35	169 Railroad Mills Rd	\$ 204,000.00	NOT SIGNED
193.09-1-34	173 Railroad Mills Rd	\$ 176,900.00	NOT SIGNED
193.09-1-33	177 Railroad Mills Rd	\$ 186,200.00	March 22, 2020
193.09-1-32	181 Railroad Mills Rd	\$ 176,200.00	March 21, 2020
193.09-1-31	185 Railroad Mills Rd	\$ 183,300.00	NOT SIGNED
193.09-1-30	189 Railroad Mills Rd	\$ 208,300.00	NOT SIGNED
193.09-1-29	193 Railroad Mills Rd	\$ 207,000.00	April 23, 2020
193.09-1-28	197 Railroad Mills Rd	\$ 171,900.00	NOT SIGNED
178.20-2-48	20 Railroad Mills Rd	\$ 190,100.00	NOT SIGNED
193.09-1-27	201 Railroad Mills Rd	\$ 164,700.00	April 15, 2020
193.09-1-26	205 Railroad Mills Rd	\$ 177,100.00	NOT SIGNED
193.09-1-25	209 Railroad Mills Rd	\$ 195,100.00	NOT SIGNED
192.16-1-3	1 Wandering Trl	\$ 258,700.00	March 1, 2020
192.16-1-4	3 Wandering Trl	\$ 263,900.00	March 1, 2020
192.12-1-49	4 Wandering Trl	\$ 272,800.00	February 15, 2020
192.16-1-5	5 Wandering Trl	\$ 288,100.00	February 23, 2020
192.12-1-48	6 Wandering Trl	\$ 262,000.00	NOT SIGNED
192.16-1-6	7 Wandering Trl	\$ 246,000.00	March 1, 2020
192.16-1-7	9 Wandering Trl	\$ 238,900.00	NOT SIGNED
192.16-1-8	11 Wandering Trl	\$ 271,300.00	March 1, 2020
192.12-1-36	12 Wandering Trl	\$ 252,800.00	February 13, 2020
192.12-1-35	14 Wandering Trl	\$ 244,100.00	March 1, 2020
192.16-1-9	15 Wandering Trl	\$ 275,900.00	NOT SIGNED
192.12-1-34	16 Wandering Trl	\$ 246,700.00	March 1, 2020
192.16-1-10	17 Wandering Trl	\$ 276,900.00	NOT SIGNED
192.16-1-11	19 Wandering Trl	\$ 249,400.00	February 2, 2020
192.12-1-33	20 Wandering Trl	\$ 261,900.00	February 14, 2020
192.16-1-12	21 Wandering Trl	\$ 271,100.00	NOT SIGNED
192.16-1-13	23 Wandering Trl	\$ 263,000.00	March 1, 2020

<u>Tax ID Number</u>	<u>Parcel Address</u>	<u>Parcel Assessment</u>	<u>Date Petition Signed</u>
192.12-1-22	25 Wandering Trl	\$ 243,300.00	March 15, 2020
192.12-1-32	26 Wandering Trl	\$ 270,000.00	March 15, 2020
192.12-1-23	27 Wandering Trl	\$ 278,200.00	March 1, 2020
192.12-1-31	28 Wandering Trl	\$ 260,400.00	February 17, 2020
192.12-1-24	29 Wandering Trl	\$ 262,900.00	NOT SIGNED
192.12-1-25	31 Wandering Trl	\$ 279,400.00	February 2, 2020
192.12-1-30	32 Wandering Trl	\$ 290,000.00	March 1, 2020
192.12-1-26	33 Wandering Trl	\$ 259,000.00	February 9, 2020
192.12-1-29	34 Wandering Trl	\$ 234,000.00	February 15, 2020
192.12-1-27	35 Wandering Trl	\$ 286,800.00	February 2, 2020
192.12-1-28	36 Wandering Trl	\$ 300,000.00	March 15, 2020
192.12-1-47	1 Whispering Mdw	\$ 273,600.00	February 4, 2020
192.12-1-37	2 Whispering Mdw	\$ 290,700.00	March 1, 2020
192.12-1-46	3 Whispering Mdw	\$ 281,900.00	February 24, 2020
192.12-1-38	4 Whispering Mdw	\$ 255,600.00	March 19, 2020
192.12-1-45	5 Whispering Mdw	\$ 264,600.00	February 22, 2020
192.12-1-39	6 Whispering Mdw	\$ 299,600.00	February 7, 2020
192.12-1-44	7 Whispering Mdw	\$ 285,000.00	February 29, 2020
192.12-1-40	8 Whispering Mdw	\$ 262,200.00	March 15, 2020
192.12-1-43	9 Whispering Mdw	\$ 235,900.00	February 22, 2020
192.12-1-41	10 Whispering Mdw	\$ 295,300.00	March 15, 2020
192.12-1-42	11 Whispering Mdw	\$ 291,500.00	NOT SIGNED
193.09-1-79	2 Winchester Dr	\$ 215,600.00	February 29, 2020
193.09-1-81	4 Winchester Dr	\$ 228,500.00	NOT SIGNED
193.09-1-82	6 Winchester Dr	\$ 198,600.00	NOT SIGNED
193.09-1-78	7 Winchester Dr	\$ 221,000.00	March 21, 2020
193.09-1-83	8 Winchester Dr	\$ 273,500.00	February 24, 2020
193.09-1-77	9 Winchester Dr	\$ 206,000.00	NOT SIGNED
193.09-1-84	10 Winchester Dr	\$ 273,900.00	February 25, 2020
193.09-1-8.1	11 Winchester Dr	\$ 226,100.00	NOT SIGNED
193.09-1-85	12 Winchester Dr	\$ 234,000.00	NOT SIGNED
193.09-1-86	14 Winchester Dr	\$ 245,000.00	February 29, 2020
193.09-1-76	15 Winchester Dr	\$ 236,500.00	NOT SIGNED
193.09-1-87	16 Winchester Dr	\$ 249,700.00	NOT SIGNED
193.09-1-75	17 Winchester Dr	\$ 184,600.00	February 25, 2020
193.09-1-88	18 Winchester Dr	\$ 258,200.00	April 3, 2020

Total Assessed Value in District: \$40,250,200.00

Total Assessed Value of Petitioning Parcel Owners: \$26,289,500.00

Percentage Ownership of Petitioners: 65.32%

MEMORANDUM

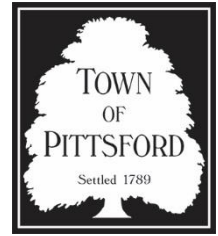
To: Pittsford Town Board

From: Paul Schenkel - Commissioner of Public Works

Date: June 9, 2020

Regarding: Walnut Hill Refuse District

For Meeting On: June 16, 2020



Ladies and Gentlemen:

The Department of Public Works has received Petitions, signed by the required percentage of homeowners affected, for the above proposed Refuse District. The Department is recommending that the Town Board set a public hearing to consider this matter.

Attached are the following:

- Proposed "Order for Hearing"
- A sample Petition for Refuse District, including a map and the addresses for the proposed Refuse District.
- Certificate from the Town Assessor, confirming that the Assessment values are correct for the parcels within the proposed Refuse District.

The proposed date for the public hearing is July 21, 2020, as is set forth in the proposed Order.

RESOLUTION FOR ORDER

I move that a Public Hearing be set for July 21, 2020, at 6:00 P.M., local time, to consider the approval of the proposed "Walnut Hill Refuse District", as set forth in the written Order.

At a Regular Meeting of the Town Board of the Town of Pittsford, New York, held at Pittsford Town Hall, 11 S. Main St., or by electric conference or meeting as permitted by law, in the Town of Pittsford, New York, on the 16th day of June, 2020.

PRESENT:

William A. Smith, Jr., Supervisor
Katherine Bohne Munzinger, Deputy Supervisor
Kevin S. Beckford, Councilman
Cathy Koshykar, Councilwoman
Stephanie Townsend, Councilwoman

ABSENT: NONE

TOWN BOARD
TOWN OF PITTSFORD

STATE OF NEW YORK
COUNTY OF MONROE

In the Matter of

THE ESTABLISHMENT OF THE
WALNUT HILL REFUSE DISTRICT
IN THE TOWN OF PITTSFORD,
MONROE COUNTY, NEW YORK

**ORDER FOR
PUBLIC HEARING**

WHEREAS, Petitions, signed by the required percentage of owners of taxable real property situated in the proposed "Walnut Hill Refuse District" have been presented to the Town Board of Pittsford, Monroe County, New York, for the proposed creation of the aforesaid Refuse District to be located in the Walnut Hill Subdivision, the said proposed District being located in general terms on the streets of Coach Side Lane and Post Side Lane, situated off of West Bloomfield Road, comprising of 48 parcels, all as is more particularly set forth in the Petitions and map as described herein; and

WHEREAS, no public monies are proposed to be expended for the creation of the Refuse District; and

WHEREAS, the anticipated Refuse Collection Fees to be paid annually by the owner of each home within the District, is in the amount of \$217.87;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that a public hearing be held before the Town Board of the Town of Pittsford, at the Town of Pittsford Town Hall, or by electronic

conference or meeting as permitted by law, on the 21st day of July, 2020 at 6:00 o'clock P.M., Local Time, to consider the said Petitions and to hear all persons interested therein, and for such other and further action on the part of the Town Board with relation to the said Petitions as may be required by law or proper in the premises; and it is further

RESOLVED AND ORDERED, that a copy of the within Order be duly published in the Brighton-Pittsford Post, which paper is designated as the official paper for such publication, and a copy of the said Order be posted on the bulletin board of the Town Clerk of the Town of Pittsford, New York, maintained pursuant to Section 30 of the Town Law, not less than ten (10) nor more than twenty (20) days prior to the date of the said hearing.

Said matter having been put to a vote, the following votes were recorded:

William A. Smith, Jr.	VOTING
Katherine Bohne Munzinger	VOTING
Kevin S. Beckford	VOTING
Cathy Koshykar	VOTING
Stephanie Townsend	VOTING

The Order was thereupon declared duly adopted.

Dated: June 16, 2020

TOWN CLERK CERTIFICATION

I, Linda M. Dillon, Town Clerk of the Town of Pittsford, New York, DO HEREBY CERTIFY that I have compared a copy of the Order as herein specified with the original in the minutes of the meeting of the Town Board of the Town of Pittsford, and that the same is a correct transcript thereof and the whole of the said original.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of June, 2020.

Linda M. Dillon, Town Clerk

In the Matter of the Establishment
of the
Walnut Hill Refuse District in the
Town of Pittsford, County of Monroe, State of New York

PETITION

Address: 29 Coach Side Ln

TO THE TOWN BOARD OF THE TOWN OF PITTSFORD
MONROE COUNTY, NEW YORK:

We, the undersigned, being owners of taxable real property situate in the proposed Walnut Hill Refuse District, which proposed district is hereinafter shown on the attached map titled Walnut Hill Refuse District, do hereby petition your Honorable Board to establish the Walnut Hill Refuse District to include the real property located within the proposed district, which real property is located in the Town of Pittsford, County of Monroe, and State of New York, outside of any incorporated village and wholly within the said Town of Pittsford.

Pursuant to Article 12 of the Town Law of the State of New York, the Undersigned further petitions that the expense of the establishment of this District, together with expenses of providing the services by the proposed District, shall be assessed, levied and collected, in proportion as nearly as may be to the benefit which each lot or parcel will derive therefrom, from the several lots and parcels within the proposed District in the same manner and at the same time as other Town charges.

Dated: _____, 20____

Daniel J. Orzell
Signature
Daniel J Orzell

Signature
Kathleen Robischon

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On this 1st day of February, 2020, before me the undersigned, personally appeared Daniel J Orzell, personally known and known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Sandra Eckert
Notary Public

SANDRA ECKERT
Notary Public, State of New York
Qualified in Monroe County
No. 02EC6167652
Commission Expires 6/10/23

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On this ____ day of _____, 20____, before me the undersigned, personally appeared Kathleen Robischon, personally known and known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

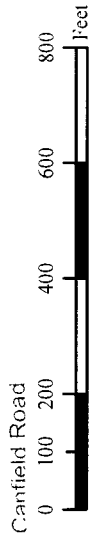
Walnut Hill Refuse District

Nature View

Mendon Road

64

Mandalay Ridge



Monroe County Real Property Tax Service, January 2019

TOWN OF PITTSFORD

MONROE COUNTY


NEW YORK

**In the Matter of the Establishment of the
Walnut Hill Refuse District**

**TOWN ASSESSOR'S
CERTIFICATE**

The undersigned, Town Assessor of the Town of Pittsford, Monroe County, New York, hereby certifies that he has compared the signature of the Petitions in the above-entitled matter, with the 2020 Assessment Roll for the Town of Pittsford, which is the latest completed Assessment Roll for the Town, with respect to the assessed valuation of the land described in the Petitions, and finds that the Petitioners herein represent ownership of 66.20% of the real property within the area of the proposed Refuse District, based on the Schedule A attached hereto.

IN WITNESS WHEREOF, I have hereunto set my hand this 12 day of June, 2020.



Stephen H. Robson, Town Assessor

SCHEDULE A

REAL PROPERTY WITHIN THE AREA OF THE PROPOSED WALNUT HILL REFUSE DISTRICT

Tax ID Number	Parcel Address	Parcel Assessment	Date Petition Signed
192.01-2-1	2 Coach Side Ln	\$325,500.00	February 8, 2020
192.01-2-24	3 Coach Side Ln	\$299,800.00	February 1, 2020
192.01-2-2	4 Coach Side Ln	\$364,700.00	February 1, 2020
192.01-2-3	6 Coach Side Ln	\$330,400.00	February 1, 2020
192.01-2-4	8 Coach Side Ln	\$303,600.00	NOT SIGNED
192.01-2-5	10 Coach Side Ln	\$379,600.00	February 1, 2020
192.01-2-21	11 Coach Side Ln	\$338,500.00	February 2, 2020
192.01-2-6	12 Coach Side Ln	\$333,500.00	February 1, 2020
192.01-2-7	14 Coach Side Ln	\$349,800.00	February 11, 2020
192.01-2-20	15 Coach Side Ln	\$324,500.00	February 8, 2020
192.01-2-8	16 Coach Side Ln	\$318,000.00	February 3, 2020
192.01-2-19	17 Coach Side Ln	\$312,300.00	February 10, 2020
192.01-2-9	18 Coach Side Ln	\$324,500.00	February 1, 2020
192.01-2-18	19 Coach Side Ln	\$328,000.00	February 14, 2020
192.01-2-10	20 Coach Side Ln	\$359,500.00	February 1, 2020
192.01-2-11	22 Coach Side Ln	\$315,700.00	February 1, 2020
192.01-2-17	23 Coach Side Ln	\$309,100.00	NOT SIGNED
192.01-2-12	24 Coach Side Ln	\$347,100.00	February 12, 2020
192.01-2-13	26 Coach Side Ln	\$324,500.00	NOT SIGNED
192.01-2-14	28 Coach Side Ln	\$315,400.00	February 3, 2020
192.01-2-16	29 Coach Side Ln	\$349,800.00	February 1, 2020
192.01-2-15	30 Coach Side Ln	\$349,900.00	February 1, 2020
192.01-2-35	32 Coach Side Ln	\$350,500.00	NOT SIGNED
192.01-2-34	33 Coach Side Ln	\$322,400.00	February 8, 2020
192.01-2-36	34 Coach Side Ln	\$352,000.00	February 14, 2020
192.03-2-21	35 Coach Side Ln	\$351,200.00	NOT SIGNED
192.03-2-10	36 Coach Side Ln	\$350,000.00	February 9, 2020
192.03-2-20	37 Coach Side Ln	\$327,700.00	NOT SIGNED
192.03-2-11	38 Coach Side Ln	\$316,100.00	NOT SIGNED
192.03-2-19	39 Coach Side Ln	\$309,400.00	February 1, 2020
192.03-2-12	40 Coach Side Ln	\$344,500.00	NOT SIGNED
192.03-2-18	41 Coach Side Ln	\$307,200.00	February 1, 2020
192.03-2-13	42 Coach Side Ln	\$360,600.00	NOT SIGNED
192.03-2-17	43 Coach Side Ln	\$341,300.00	NOT SIGNED
192.03-2-14	44 Coach Side Ln	\$359,200.00	February 1, 2020
192.03-2-16	45 Coach Side Ln	\$369,400.00	NOT SIGNED
192.03-2-15	46 Coach Side Ln	\$346,600.00	NOT SIGNED
192.01-2-23	1 Post Side Ln	\$325,800.00	NOT SIGNED
192.01-2-22	2 Post Side Ln	\$322,600.00	February 1, 2020
192.01-2-25	3 Post Side Ln	\$307,400.00	February 1, 2020
192.01-2-26	5 Post Side Ln	\$298,100.00	February 1, 2020
192.01-2-27	8 Post Side Ln	\$300,300.00	NOT SIGNED
192.01-2-31	11 Post Side Ln	\$281,200.00	February 13, 2020

192.01-2-28	12 Post Side Ln	\$321,000.00	February 10, 2020
192.01-2-29	14 Post Side Ln	\$314,000.00	NOT SIGNED
192.01-2-32	15 Post Side Ln	\$350,000.00	NOT SIGNED
192.01-2-30	16 Post Side Ln	\$269,200.00	February 13, 2020
192.01-2-33	17 Post Side Ln	\$281,100.00	February 1, 2020

Total Assessed Value in District: \$15,782,500.00

Total Assessed Value of Petitioning Parcel Owners: \$10,447,300.00

Percentage Ownership of Petitioners: 66.20%

MEMORANDUM



To: Pittsford Town Board

From: Cheryl Fleming, Personnel Director

Date: June 12, 2020

Regarding: Recommendations for Hiring/Personnel Adjustments

For Meeting On: June 16, 2020

1. The following employee(s) are recommended as a new hire based on the recommendation of the Functional Coordinator(s) for these areas:

Name	Dept	Position	Rate	Date of Hire
Tyler Love	Hwy	Seasonal Laborer (Rehire)	\$13.00	06/15/2020
Morgan Pink	Rec	Summer Recreation Assistant III	\$13.43	06/22/2020

All the proper reviews and background checks have been completed for these candidate(s) and have received appropriate sign off by the Town Board representative.

Name	Dept	Position	Rate	Date of Hire
Tyler Love	Hwy	Seasonal Laborer (Rehire)	\$13.00	06/15/2020
Morgan Pink	Rec	Summer Recreation Assistant III	\$13.43	06/22/2020

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 hire as indicated.

2. 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	Salary	Effective Date
Robyn Avery	Librarian I	NYS Librarian Certification	\$23.12	06/04/2020
Justin Schmitt	Laborer	CDL – Class B	\$18.63	06/08/2020
Nicole Marra	Smmr Rec Asst III	Additional position	\$14.50	06/22/2020
Rachel Lintz	Smmr Rec Asst III	Additional position	\$13.43	06/22/2020
Madeline Haywood	Smmr Rec Asst III	Additional position	\$13.43	06/22/2020
Christopher Downey	Smmr Rec Asst II	Additional position	\$12.60	06/22/2020
Tori Gutzmer	Smmr Rec Asst II	Additional position	\$12.60	06/22/2020

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

Name	Position	Reason for Change	Salary	Effective Date
Robyn Avery	Librarian I	NYS Librarian Certification	\$23.12	06/04/2020
Justin Schmitt	Laborer	CDL – Class B	\$18.63	06/08/2020
Nicole Marra	Smmr Rec Asst III	Additional position	\$14.50	06/22/2020
Rachel Lintz	Smmr Rec Asst III	Additional position	\$13.43	06/22/2020
Madeline Haywood	Smmr Rec Asst III	Additional position	\$13.43	06/22/2020
Christopher Downey	Smmr Rec Asst II	Additional position	\$12.60	06/22/2020
Tori Gutzmer	Smmr Rec Asst II	Additional position	\$12.60	06/22/2020

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