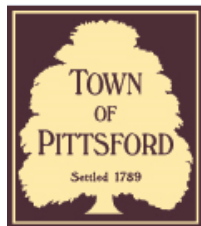


**SUPERVISOR**  
William A. Smith, Jr.



**COUNCIL MEMBERS**  
Kate Bohne Munzinger, Deputy  
Supervisor  
Cathy Koshykar  
Kim Taylor  
Stephanie Townsend

## **TOWN BOARD AGENDA**

**Town Hall – 11 S. Main Street, Pittsford – Lower Level**  
**Tuesday, March 1, 2022 – 6:00 PM**

### **Call to Order**

### **Pledge of Allegiance**

### **Presentation by Library Director**

### **Minutes**

Approval of Minutes of Meeting of February 15, 2022

### **Financial Matters**

Public Comment

Transfer

Surplus

### **Recreation Matters**

Public Comment

2022 Band Contracts

### **Personnel Matters**

Public Comment

Conforming Personnel Rules to New State Law on Cannabis Testing

Hiring Resolution

### **Other Business**

### **Public Comment**

### **Adjournment**

## **PUBLIC MEETINGS OF THE TOWN BOARD are IN-PERSON at TOWN HALL**

### **Attending in Person**

Per State requirements, those who are not fully vaccinated must wear a mask and stay 6 feet away from other people.

### **Comments:**

As always, comments are open to Pittsford residents, owners of property in the Town who pay Town taxes, owners of a businesses in the Town, attorneys or agents designated by a resident to speak on the resident's behalf. To comment you must sign in at the sign-in desk.

### **Viewing from Home**

#### **1. Live**

The Town Board meeting will stream live through our cable access station's streaming portal. Please use the following link:

<https://videoplayer.telvue.com/player/FcqTLOOYMCGU6WlccUApyUL3twz4dm9V/stream/819?fullscreen=false&showtabssearch=true&autostart=true>

You can watch on any computer, tablet, smart phone or web capable TV. If you log in before the meeting starts and see an error message, refresh your screen at 6:00pm when the board meeting starts and you can view the meeting live while it is happening.

### **Comments:**

Comments are open to Pittsford residents, owners of property in the Town who pay Town taxes, owners of a businesses in the Town, attorneys or agents designated by a resident to speak on the resident's behalf.

- at any time before 2:30pm on the day of the meeting (a) by email to [comments@townofpittsford.org](mailto:comments@townofpittsford.org); (b) by submitting it in writing, through the drop slot to the right of the front door at Town Hall (11 South Main Street); or (c) by U.S. Mail to the Town Clerk, for receipt no later than 2:30pm on the day of the meeting;

***and, in addition,***

- at any time ***during*** the meeting by email to [comments@townofpittsford.org](mailto:comments@townofpittsford.org)
- All comments submitted should include the name and street address of the commenter. Comments from residents will be read by the Town Clerk at the appropriate point of the meeting.

#### **2. On-Demand Video**

As always, video will be uploaded to our cable access station's streaming portal within 48 hours of the meeting. It is available on demand. You can see it here:

<https://videoplayer.telvue.com/player/FcqTLOOYMCGU6WlccUApyUL3twz4dm9V/stream/690?fullscreen=false&showtabssearch=true&autostart=true>

# 2022 ARPA Library Project Funding Request



## 2022 ARPA Library Project Request for Town of Pittsford Board

Request approved by the Library Board of Trustees on February 9, 2022

**Total Request: \$170,000**

- 1. Overdue Fine Elimination Funding for Children's and Teen Materials**

Funding for 2-year pilot program to eliminate overdue fines for children's and teen materials. Initiative encourages families to use the library during tough economic times, supports commitment to literacy and education, and ensures equitable access to vital resources and services. Reduces the inequitable impact of overdue fines that disproportionately affect vulnerable patrons.

**Project Total: \$30,000**
- 2. Self-Checkout Kiosk**

Use of self-checkout kiosks on the library's first floor has increased to 18% of our in-library circulation since the library's reopening in 2020. Contactless checkout options allow patrons to safely and quickly checkout the materials they need. Project includes purchase and installation of one kiosk for the library's second floor.

**Project Total: \$6,000**
- 3. Mondopad Interactive Touch Screen Displays with stands for Learning Center and Fisher Meeting Room**

Purchase and install in the Learning Center and Fisher Meeting Room all-in-one touchscreen collaboration systems for efficient face-to-face collaboration. Mondopad touch screen displays support video conferencing, casting, and whiteboard collaboration.

**Project Total: \$16,000**
- 4. eCommons & Learning Center Configuration Update**

Update the public computer and Learning Center configuration to better accommodate current technology, user, and social spacing needs.

**Project Total: \$41,500**
- 5. Collection Diversity Audit**

PCL's Collection Development Policy lists the criteria used for selecting materials and managing its collections. The criteria for selecting materials include contribution to the diversity and scope of the collection, representation of diverse points of view and materials that meet the needs of library users, including those with disabilities. Collection development analysis tools are available to analyze collection diversity and ensure the library is meeting its collection goals. Funding covers the cost of a 12-month subscription with quarterly data updates of PCL's adult, teen, and children's print collections.

**Project Total: \$4,500**
- 6. Building Maintenance Deferred due to COVID-19**
  - Replace Window Glaze in Teen Place - \$2,900
  - Replacement of 1 HVAC Unit - \$26,500
  - Install Clear Gel Class in 2<sup>nd</sup> Floor Atrium - \$10,500
  - Replace Blinds in Fisher Room - \$3,900
  - Replace Fisher Room Doors - \$4,500
  - Repair Roof Membrane - \$6,500
  - Replace Fire Alarm Panel - \$5,200

**Project Total: \$60,000**
- 7. More Outdoor Seating/Bike Rack/Landscape Improvements**

Use of the area in front of the Library currently with lawn and benches has increased significantly in the last few years, and may have accelerated due to COVID and people wanting to be outdoors. The heavy traffic has led to damaged grass and muddy areas. The Library proposes updated landscaping for this area including pavers for the most heavily trafficked portions, re-seeding, additional plantings, an additional bike rack, and more seating.

**Project Total: \$12,000**

# Fine Free Libraries

In MCLS:

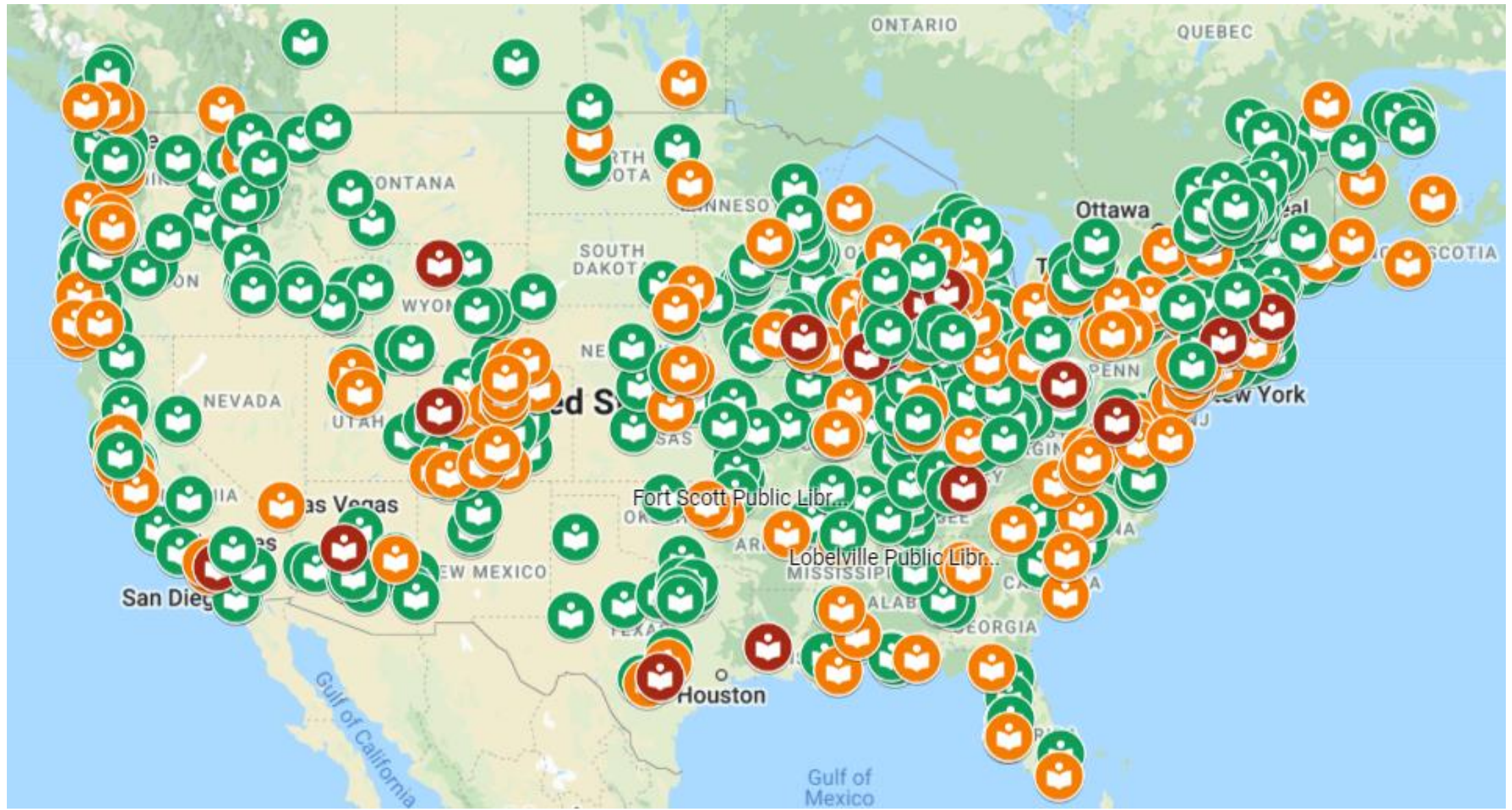
2017 Rochester eliminates fines for J/YA materials

2019 Fairport implements a pilot program to eliminate fines for J/YA materials

2019 & 2020 MCLS Director's Council discusses implementing auto-renewals system-wide

2021 Irondequoit implements a 2 year pilot program to eliminate fines for J/YA materials

2021 Parma eliminates overdue fines on J/YA materials



-  **Fine Free Libraries**
-  **Partially Fine Free**
-  **In Process of Going Fine Free**

<https://endlibraryfines.info/fine-free-library-map/>

- **Increase patron access to materials & services:**  
Overdue fines act as a barrier to access. They can lead to account suspension and dissuade some individuals from borrowing.
- **Reduce the inequitable impact of overdue fines:**  
Many library users face fines, but for those without disposable income they are hard to pay off.
- **Improve patron relationships with the library:**  
The existence of overdue fines, and the fine payment transaction itself, is likely the most negative aspect of a patron's relationship with their library.
- **Optimize staff time and increase efficiency:**  
Collecting overdue fines can be time consuming, lead to extended conflicts with patrons, and reduces staff time for other public service tasks.
- **Research shows overdue fines do not ensure borrowed materials end up back on shelves:**  
Libraries that have gone fine free have not experienced an increase in late returns.

# Why are libraries eliminating overdue fines?

from "Long Overdue: Eliminating Fines on Overdue Materials to Improve Access to the San Francisco Public Library" (2019)

# Overdue Fines vs. Replacement Costs

- Most items at the Pittsford Community Library have a 3-week checkout with 2 renewals
- Miss any renewal date and you can be fined \$0.35/day until you renew or return

Scenario: A family with 3 kids visits PCL. Each child takes out 10 items. Life happens. If the books are even ONE day overdue, fines accumulate:  $\$0.35 \times 30 = \$10.50$ . If the books are TWO days overdue, that doubles to **\$21** and the **account is blocked** until the fines are paid.

PCL will still bill for replacement costs for items not returned and lost items.

We are only discussing overdue fines.

# What is the impact of J/YA overdue fines on our patrons?

## FINANCIAL

The average total fine owed for Pittsford J/YA materials throughout MCLS is **\$7.00\***. This total does not include fines on materials from other libraries or for adult items.

Of accounts with fines for Pittsford J/YA materials, **15% are currently blocked** with fines exceeding \$20.00.\*

\*Data calculated June 2021

## COMMUNITY

Fines on J/YA materials accumulate quickly because families tend to check out more items.

Parents are less likely to bring their kids to the library to check out materials once they have a bad experience with overdue fines.

Kids whose families need the library then have less reading material at home, which means they read less resulting in measurably less growth in areas like vocabulary, comprehension, and fluency.

# Central Question

Are J/YA overdue fines consistent with the vision and mission of PCL?

- To serve the public with information and knowledge
- To connect our community with resources
- To support literacy and lifelong learning equitably for all
  - About 21% of fines on Pittsford J/YA items are paid at other member libraries

Our brand promise: to be welcoming, to be knowledgeable, to be compassionate, to be engaging, and to be fun.



- To encourage families that are worried about fines to use the library.
- To improve patron experiences.
- To support literacy and education.
- To ensure equitable access to PCL's children's and teen materials for patrons throughout the MCLS.
- To demonstrate that we are doing what we can to support families during tough economic times.
- To realize our community promise and demonstrate our values.
- To help lead equity initiatives in MCLS.

**Why the PCL  
Board of Trustees  
supports  
removing overdue  
fines on  
PCL's children's  
and teen  
materials**

# How we start

- **Implement a 2-year pilot program to eliminate overdue fines on children's and teen materials from the PCL collection.**
  - Overdue fine elimination will be tied directly to materials owned by PCL, no matter where they are checked out or returned. Materials checked out or returned to PCL, but owned by other libraries, will still accrue fines.
  - Patrons will still be responsible for lost or damaged children and teen materials.
  - We will continue to contact patrons before their accounts go to collection (UMS).
- **Monitor three key areas of the pilot:**
  - Impact on revenue
  - Impact on core statistics: circulation, door count, active resident accounts, average length of time an item circulates, etc
  - Impact on patron and staff experiences

## 2022 ARPA Library Project Request for Town of Pittsford Board

Request approved by the Library Board of Trustees on February 9, 2022

**Total Request: \$170,000**

### 1. Overdue Fine Elimination Funding for Children's and Teen Materials

Funding for 2-year pilot program to eliminate overdue fines for children's and teen materials. Initiative encourages families to use the library during tough economic times, supports commitment to literacy and education, and ensures equitable access to vital resources and services. Reduces the inequitable impact of overdue fines that disproportionately affect vulnerable patrons.

**Project Total: \$30,000**

### 2. Self-Checkout Kiosk

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Project includes purchase and installation of one kiosk for the library's second floor.

**Project Total: \$6,000**

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Purchase and install in the Learning Center and Fisher Meeting Room all-in-one touchscreen collaboration systems for efficient face-to-face collaboration. Mondopad touch screen displays support video conferencing, casting, and whiteboard collaboration.

**Project Total: \$16,000**

### 4. eCommons & Learning Center Configuration Update

Update the public computer and Learning Center configuration to better accommodate current technology, user, and social spacing needs.

**Project Total: \$41,500**

### 5. Collection Diversity Audit

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**Project Total: \$4,500**

### 6. Building Maintenance Deferred due to COVID-19

- Replace Window Glaze in Teen Place - \$2,900
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- Replace Fire Alarm Panel - \$5,200

**Project Total: \$60,000**

### 7. More Outdoor Seating/Bike Rack/Landscape Improvements

Use of the area in front of the Library currently with lawn and benches has increased significantly in the last few years, and may have accelerated due to COVID and people wanting to be outdoors. The heavy traffic has led to damaged grass and muddy areas. The Library proposes updated landscaping for this area including pavers for the most heavily trafficked portions, re-seeding, additional plantings, an additional bike rack, and more seating.

**Project Total: \$12,000**

# Thank you.

Questions?



# MEMORANDUM

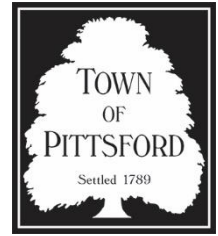
**To:** Town Board

**From:** Brian Luke, Director of Finance; Amanda Madigan, Library Director

**Date:** February 24, 2022

**Regarding:** Library Request to use ARPA Funds

**For Meeting On:** March 1, 2022



The attached documents outline the Library's request to use American Rescue Plan Act (ARPA) funds to accomplish the initiatives described in them. These initiatives will benefit patrons of our heavily used library. In addition, these initiatives have been vetted and approved by the Library Board of Trustees.

**Be it resolved, that the Director of Finance is authorized to make the transfer and budget amendment necessary to proceed with this project (separately attached).**

3/1/22

## **Budget Amendment**

**Be it resolved that the following is approved:**

That \$170,000.00 be transferred from 1.9901.9000.1.1 (WT – Interfund Transfer) to the Library Fund 3.3.5031 (Library – Interfund Transfer) and that these funds then be expended from the Library Fund expense accounts as described in the Library’s proposal to the Board. The Finance Director is authorized to amend the budget as necessary to facilitate the expenditure of these funds. The source of these funds will be American Rescue Plan Act (ARPA) Federal Aid.

## 2022 ARPA Library Project Request for Town of Pittsford Board

*Request approved by the Library Board of Trustees on February 9, 2022*

**Total Request: \$170,000**

### 1. **Overdue Fine Elimination Funding for Children's and Teen Materials**

Funding for 2-year pilot program to eliminate overdue fines for children's and teen materials. Initiative encourages families to use the library during tough economic times, supports commitment to literacy and education, and ensures equitable access to vital resources and services. Reduces the inequitable impact of overdue fines that disproportionately affect vulnerable patrons.

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Project includes purchase and installation of one kiosk for the library's second floor.

**Project Total: \$6,000**

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**Project Total: \$ 60,000**

### 7. **More Outdoor Seating/Bike Rack/Landscape Improvements**

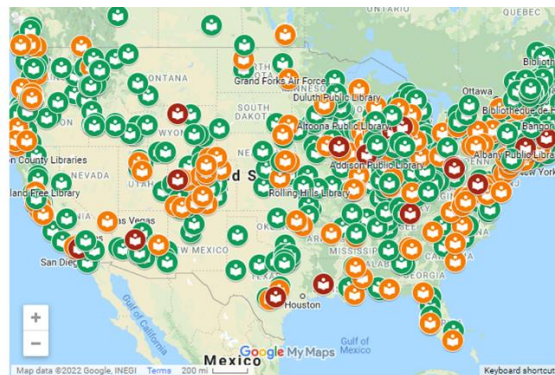
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**Project Total: \$12,000**

## 2022 Discussion of Overdue Fine Elimination for Pittsford Community Library Children's and Teen Materials

### Fine Free Libraries: Removing Barriers to Library Access

Across North America, many public libraries are going "fine free," ceasing or limiting their use of overdue materials fines to reduce access barriers. Currently, well over three hundred libraries across the United States have implemented this service.



### Why are libraries eliminating overdue fines?

#### 1. To increase access to materials & services

Overdue fines act as a barrier to access. They can lead to account suspension and dissuade some individuals from borrowing.

#### 2. To reduce the inequitable impact of overdue fines

Fines disproportionately affect vulnerable patrons.

#### 3. To improve patron relationships with the library

The existence of overdue fines, and the fine payment transaction itself, is likely the most negative aspect of a patron's relationship with their library.

### Why does the Pittsford Community Library Board of Trustees support eliminating overdue fines for children and teen materials in the library's collection?

- To support literacy and education
- To ensure equitable access to children's and teen materials
- To more equitably connect both Pittsford residents and the Monroe County Library System (MCLS) community with resources
  - *Approximately 21% of overdue fines on Pittsford's children's and teen materials are paid at other libraries in the MCLS*
- To improve patron experiences
- To realize our community promise and demonstrate our values
- To help lead equity initiatives in MCLS

### 2022 Proposal for Eliminating Overdue Fines on all Pittsford Children's and Teen Materials

- Implement a 2-year pilot program to eliminate overdue fines on children's and teen materials from the PCL collection.
- Overdue fine elimination will be tied directly to materials owned by PCL, no matter where they are checked out or returned. Materials checked out or returned to PCL, but owned by other libraries will still accrue fines.
- Patrons will still be responsible for lost or damaged children and teen materials.
- We will continue to contact patrons before their accounts go to collection (UMS).

**Total funding request: \$30,000**



Minutes of the Town Board for February 15, 2022

**DRAFT  
TOWN OF PITTSFORD  
TOWN BOARD  
FEBRUARY 15, 2022**

Proceedings of a regular meeting of the Pittsford Town Board held on Tuesday, February 15, 2022 at 6:00 P.M. local time in the Lower Level Meeting Room of Town Hall, 11 South Main Street, in person.

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

**ABSENT:** None.

**ALSO PRESENT:** Staff Members: Paul J. Schenkel, Commissioner of Public Works; Brian Luke, Finance Director; Robert Koegel, Town Attorney; Renee McQuillen, Town Clerk; Cheri Fleming, Personnel Director; Jessie Hollenbeck, Recreation Director, Amanda Madigan, Library Director, Shelley O'Brien, Communications Director; Suzanne Reddick, Assistant to the Supervisor; Spencer Bernard, Chief of Staff.

**ATTENDANCE:** Six members of the public along with an interpreter attended.

Supervisor Smith called the Town Board meeting to order at 6:07 P.M. and invited all to join in the Pledge to Flag.

**SUPERVISORS ANNOUCEMENTS**

Congratulations to Pittsford's Olympic gold medal winner Chris Lillis.

**MINUTES OF THE FEBRUARY 1, 2022 TOWN BOARD MEETING APPROVED**

A Resolution to approve the Minutes of the Town Board meetings of February 1, 2022 was offered by Supervisor Smith, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

**RESOLVED**, that the Minutes of the February 1, 2022 Town Board meeting are approved.

**LEGAL MATTERS**

**PUBLIC COMMENT**

There were no public comments.

Supervisor Smith commented he would like to switch the order the legal items to allow time for the Town Attorney to return from court proceedings.

**STATE DOT ACQUISITION OF SMALL PARCELS AT LIBRARY ENTRANCE**

Commissioner Schenkel explained to the board that the State Department of Transportation will acquire some small parcels of Town property by the Library through eminent domain. The purpose is to provide for improvements and upgrades to signals and traffic devices. Following questions from the board members about location and process a resolution ratifying the Agreement for Advance Payment and authorizing the Supervisor to execute the necessary closing documents was offered by Councilmember Taylor, seconded by Deputy Supervisor Munzinger and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend and Smith. Nays: none.

## Minutes of the Town Board for February 15, 2022

The Resolution was declared carried as follows:

**WHEREAS**, the State of New York has taken or is in the process of taking a portion of the land owned by Town of Pittsford through the process of Eminent Domain for the purposes of improving 24 State Street;

**WHEREAS**, the State has offered to pay Town of Pittsford the sum of \$17,625.00 for a portion of Town of Pittsford's property along 24 State Street as depicted on Map(s) 30; 30, as Parcel(s) 30; 31;

**WHEREAS**, an agreement to accept said money (an Agreement for Advance Payment) has been signed on behalf of Town of Pittsford by William A. Smith, Jr.;

**WHEREAS**, the Town Board of the Town of Pittsford is the governing body of the Town of Pittsford; and

**WHEREAS**, the Town Board is meeting on this 15th day of February, 2022, after proper notice to consider this matter; and

**WHEREAS**, the Town of Pittsford wishes to ratify the Agreement for Advance Payment and to appoint William A. Smith, Jr. as the person to execute closing papers on behalf of the Town of Pittsford;

IT IS, UPON MOTION DULY MADE AND SECONDED,  
RESOLVED THIS 15th DAY OF FEBRUARY 2022;

**THAT**, the Agreement for Advance Payment is hereby accepted and ratified;

**THAT**, William A. Smith, Jr. is hereby designated as the person to execute any and all closing papers with regard to this transfer to the State of New York.

Town Attorney Robert Koegel arrived to the meeting at 6:11 P.M.

### **APPEAL OF DENIAL OF DR&HP BOARD CERTIFICATE OF APPROPRIATENESS FOR INSTALLATION OF SOLAR PANELS AT 51 LONG MEADOW CIRCLE**

Supervisor Smith explained to all in attendance that per Town Code, the Town Board acts as the appellate body of decisions made by the Town Design Review and Historic Preservation Board (DRHPB). He said the Board might consider as its standard of review the "arbitrary and capricious" standard applied by courts in deciding Article 78 proceedings, since, if the Town Code did not specify the Town Board as the appellate body for decisions of the Design Review Board, an appeal would require an Article 78 proceeding.

Throughout the Board's conversation the appropriate standard of review was discussed at some length. By the end the Board reached a decision that members felt would be supported both by the strictest standard of review – whether the action of the Design Review Board was "arbitrary and capricious" – and by the most lenient standard of review – the "mere reasonableness" standard.

The applicant had sought a Certificate of Appropriateness from the DRHPB to install solar panels on the garage of their historically designated property, which would face the street. Christopher Montgomery, as applicant, commented to the board the reasoning behind filing the appeal. The Town Attorney noted that the Town Code specifically authorizes the Design Review Board to reject applications for street-facing solar panels. Board members noted that as a result, it was difficult to find the Design Review Board's action as either "arbitrary and capricious" or "unreasonable." Following discussion, a resolution was offered by Supervisor Smith to uphold the decision of the Design Review

## Minutes of the Town Board for February 15, 2022

and Historic Preservation Board, citing they followed the guidelines and acted within the scope of their authority and deny the appeal, seconded by Councilmember Taylor and voted on as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

**Whereas**, the Town Board upholds the January 17, 2022 Design Review and Historic Preservation Board decision of denial for a Certificate of Appropriateness at 51 Long Meadow Circle for Installation of Solar Panels and denies the appeal of the applicant.

Board members agreed that the Town Board should consider in the near term amending the code in such a way as to permit street-facing solar panels. The Supervisor will discuss this with the head of the building department and the chair of the Design Review Board.

### **FINANCIAL MATTERS**

#### **PUBLIC COMMENTS**

There were no public comments.

#### **SURPLUS APPROVED**

A Resolution to approve the items to be surplused was offered by Councilmember Townsend, seconded by Councilmember Taylor, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

**RESOLVED**, that the following list of equipment be declared surplus and be removed from the Town's inventory.

<b>Asset #</b>	<b>Year</b>	<b>Description</b>	<b>Department</b>	<b>Cost</b>	<b>Disposition</b>
17243	2012	Whirlpool Refrigerator	Sewer	1,051.00	Junked
17721	2014	GE Microwave Oven	Sewer	179.00	Junked
15973	2008	Dewalt 18V 4 tool combo set	Sewer	299.00	Junked

#### **FEBRUARY VOUCHERS APPROVED**

A resolution to approve the proposed vouchers was offered by Councilmember Townsend, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

**RESOLVED**, that the February vouchers No. 154632 - 155035 for \$4,016,611.04 are approved for payment.

### **OPERATIONAL MATTERS**

#### **PUBLIC COMMENTS**

There were no public comments.

#### **AUTHORIZATION FOR NYS-DOT TO ADJUST TOWN INFRASTRUCTURE DUE TO RESURFACING ON ROUTES 96 & 64**

A Resolution authorizing NYS DOT to adjust certain sewer manholes due to the planned resurfacing project along NY-31, NY-96, NY-64 was offered by Deputy Supervisor Munzinger, seconded by

## Minutes of the Town Board for February 15, 2022

Councilmember Townsend, and voted on by the members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

**WHEREAS**, the New York State Department of Transportation proposes the construction, reconstruction, or improvement of NY-31, NY-96, NY-64 Pavement Rehabilitation, Town and Village of Pittsford, Monroe County, P.I.N. 4031.08.321, and

**WHEREAS**, the State will include as part of the construction, reconstruction, or improvement of the above mentioned project, the adjustment of approximately 17 sanitary manholes, pursuant to Section 10, Subdivision 24, of the State Highway Law, as shown on the contract plans and Utility Special Note relating to the project and meeting the requirements of the owner, and

**WHEREAS**, the service life of the relocated and/or replaced utilities has not been extended, and

**WHEREAS**, the State will provide for the reconstruction of the above mentioned work, as shown on the contract plans and Utility Special Notes, relating to the above mentioned project.

**NOW, THEREFORE,**

**BE IT RESOLVED:** That the Town of Pittsford, on behalf of the Pittsford Sewer District approves of the adjustment to sanitary sewer manholes and the above mentioned work performed on the project and shown on the contract plans relating to the project and that the Town of Pittsford, on behalf of the Pittsford Sewer District will maintain or cause to be maintained the adjusted facilities performed as above stated and as shown on the contract plans.

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

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

### **RECREATIONAL MATTERS**

#### **PUBLIC COMMENTS**

There were no public comments.

#### **2022 COMMUNITY EVENTS SCHEDULE APPROVED**

Recreation Director Jessie Hollenbeck presented the proposed 2022 Community Events Schedule to the Town Board for their consideration and approval. Following comments, a Resolution to approve the 2022 Community Events Schedule was offered for approval by Supervisor Smith, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

**RESOLVED**, that the Town Board approves the Recreation Department's 2022 Community Events Schedule, as proposed.

#### **2022 SPRING RECREATION PROGRAMS APPROVED**

Recreation Director Jessie Hollenbeck presented the proposed 2022 Spring Recreation Programs to the Town Board for their consideration for approval. A Resolution to approve the 2022 Spring

## Minutes of the Town Board for February 15, 2022

Recreation Programs was offered for approval by Deputy Supervisor Munzinger, seconded by Councilmember Taylor, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

**RESOLVED**, that the Town Board approve the Recreation Department's 2022 Spring Programs, as proposed, and authorizes the Town Supervisor to sign instructor contracts as required.

### PERSONNEL MATTERS

#### PUBLIC COMMENTS

There were no public comments.

#### HIRING/PERSONNEL ADJUSTMENTS APPROVED

A Resolution to approve the recommendations for new hires and status and/or salary changes was offered for approval by Deputy Supervisor Munzinger, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend and Smith. Nays: none.

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

Name	Position	Reason for Change	Salary	Effective Date
Casandra Schrom	Rec Supv	Promotion	\$28.30	02/21/2022
James Byrne	Librarian I	Civil Service Appt PT to FT	\$24.52	02/28/2022
Mel Desir-Spinelli	Librarian I	Civil Service Appt PT to FT	\$24.52	02/28/2022
Jeanne Steinbrenner	Librarian I	FT to Sub (retirement)	\$22.25	02/28/2022

Should the Board approve the above recommendation and personnel adjustment, the following resolution is proposed, **RESOLVED**, that the Town Board approves the appointment for the following employee(s):

Name	Position	Reason for Change	Salary	Effective Date
Casandra Schrom	Rec Supv	Promotion	\$28.30	02/21/2022
James Byrne	Librarian I	Civil Service Appt PT to FT	\$24.52	02/28/2022
Mel Desir-Spinelli	Librarian I	Civil Service Appt PT to FT	\$24.52	02/28/2022
Jeanne Steinbrenner	Librarian I	FT to Sub (retirement)	\$22.25	02/28/2022

#### OTHER BUSINESS

Supervisor Smith briefed the board about upcoming presentations from Town department heads about proposals for projects using ARPA funds consistent with the broad guidelines discussed previously by the Town Board. For this purpose Amanda Madigan, Library Director, will be presenting to the Board at the first meeting in March.

#### PUBLIC COMMENTS

Mr. Skuse inquired about the proposal included in Governor Hochul's proposed budget that would end single-family residential zoning by overriding local zoning laws in order to allow creating "accessory dwelling units" on every residential lot. Supervisor Smith advised that he had contacted all of the

Minutes of the Town Board for February 15, 2022

Monroe County Supervisors with a view toward making a common response and that the Supervisors have had a meeting on the subject.

With no further business, the meeting adjourned at 7:07 p.m.

Respectfully submitted,

Renee McQuillen  
Town Clerk

3/1/22

## **Budget Amendment**

**Be it resolved that the following is approved:**

That \$170,000.00 be transferred from 1.9901.9000.1.1 (WT – Interfund Transfer) to the Library Fund 3.3.5031 (Library – Interfund Transfer) and that these funds then be expended from the Library Fund expense accounts as described in the Library’s proposal to the Board. The Finance Director is authorized to amend the budget as necessary to facilitate the expenditure of these funds. The source of these funds will be American Rescue Plan Act (ARPA) Federal Aid.

# MEMORANDUM

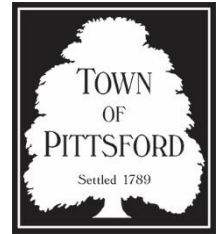
**To:** Pittsford Town Board

**From:** Brian Luke, Director of Finance

**Date:** February 24, 2022

**Regarding:** Surplus Inventory

**For Meeting On:** March 1, 2022



Attached is a list of surplus inventory for the Town Board to declare surplus in order for it to be removed from the Town's inventory.

**Be it resolved, that the attached list of equipment be declared surplus and be removed from the Town's inventory.**

Asset #	Year	Description	Department	Cost	Disposition
17268	2014	Ford E350 Van Veh #221-1	Sewer	29,988.00	Auction



# MEMORANDUM

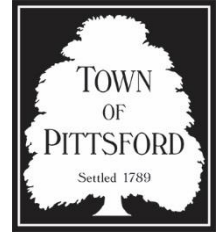
**To:** William A. Smith and Town Board

**From:** Jessie R. Hollenbeck, Recreation Director

**Date:** February 22, 2022

**Regarding:** 2022 Community Events - Band Contracts

**For Meeting On:** March 1, 2022



Ladies and Gentlemen:

The Town of Pittsford contracts musical entertainment for our community events and summer concert series. Attached are sample contracts from each event.

Please see schedule below:

## Paddle & Pour

Saturday, May 28, 2022, 12:00pm-10:00pm

Band Name	Cost	Time of Performance
The Grove Street Band	\$500	12:00-1:30pm
Rugburn	\$500	2:00-3:30pm
The Swooners	\$800	4:00-5:30pm
Gordon Webster Quartet	\$800	6:00-7:30pm
Shine	\$1,950	8:00-10:00pm

## Memorial Day Parade

Monday, May 30, 2022, 10:00am

Band Name	Cost
Prime Time Brass	\$1,500
East Ridge High School	\$1,500
Towpath Volunteer Fife and Drum Corps	\$950
Gates Keystone Club Police Pipes and Drums	\$750
Pittsford Fire Department Band	\$0

## Summer Concert Series

Fridays, 6:30pm-8:00pm

Date	Band Name	Cost
06/10/2022	Pittsford Mendon and Sutherland Jazz Ensembles	\$0
06/17/2022	Jumbo Shrimp	\$1,100
06/24/2022	Rochester Metropolitan Jazz Orchestra	\$600
07/08/2022	Judah Sealy	\$700
07/15/2022	Bossa Nova Bradley Brothers	\$600
07/22/2022	The Billy Joel Experience - Featuring Members of the Swooners	\$1,200
07/29/2022	John Dady and John Ryan	\$800
08/05/2022	Debbie Kendrick Project	\$700
08/12/2022	Mr. Mustard	\$800
08/19/2022	Pittsford Fire Department Band	\$500
08/26/2022	Bill Tiberio Band	\$700

**Summer Concerts for Kids**  
Wednesdays, 6:30pm-7:30pm

<b>Date</b>	<b>Band Name</b>	<b>Cost</b>
07/20/2022	Mr. Loops	\$500
08/03/2022	Paulsen and Baker	\$500
08/17/2022	Topher Holt	\$600

**Main Street Food Truck and Music Fest**  
Saturday, September 10, 2022, 12:00pm-9:00pm

<b>Band Name</b>	<b>Cost</b>	<b>Time of Performance</b>
Sean Pfeifer Quartet	\$700	12:00-1:30pm
Crooked North	\$800	2:00-3:30pm
Steve Grills	\$800	5:00-6:30pm
ZBTB (Zac Brown Tribute Band)	\$5,000	7:00-9:00pm

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

I move that the Town Board authorizes the Town Supervisor to sign contracts with the aforementioned bands, which is within the Recreation Department's community events expense budget.

**Paddle & Pour**  
**Entertainment Vendor Agreement**  
**Grove Street Band**

**Entertainment Terms of Operation:** Vendor agrees to provide musical entertainment for Paddle & Pour sponsored by the Town of Pittsford located at 24 State Street.

**Saturday May 28, 2022. 12:00-1:30pm.**

**Fee:** The Town shall pay to the Vendor \$500 for the event. Such fee shall be paid on the day of the event.

**Equipment:** Vendor shall furnish and install, at his/her own expense, any equipment for the event, other than the stage, lighting and sound system. When setting up their equipment, Vendor shall consider the safety of all festival patrons.

Vendor shall remove all equipment and other property from the assigned performance area immediately following their performance time, or upon the official closing of the festival and such removal shall be completed no later than *10:00pm on the date of the event*. Failure to do so will result in the Town removing any remaining property of the Vendor, with the Vendor responsible for all costs of the removal.

**Liability:** The Vendor shall protect, defend, indemnify and hold harmless the Town from any and all claims, costs, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature whatsoever for injury, death to persons or property damage arising out of or in any way related to the Vendor's presence at the festival.

The protection of Vendor's property is the responsibility of the Vendor. Vendor is solely responsible for the loss of, or damage to, its property left in the booth or at the festival site.

Vendor acknowledges that street sweepers and washers may be cleaning the festival site in the evening, and that such operations may cause damage to any equipment, fixtures and any other property left on the site by Vendor. Should damage or loss occur, Vendor agrees not to hold the Town of Pittsford responsible.

**Agreement and Termination:** The Town and Vendor mutually agree that the operation of Vendor's business on site during the festival shall be governed by the terms of the Agreement and that such Agreement, including any attachments or amendments to said Agreement constitute the entire Agreement between the parties hereto with respect to the subject matter hereof and may not be changed or modified except by instrument or writing and signed by both parties with such Agreement being defined as an amendment to the Agreement.

The Town may, at its absolute and sole discretion, terminate the Agreement between the Town and Vendor at any time upon a breach by vendor of any of the terms, provisions, and conditions set forth in said Agreement, including any attachments or amendments to said Agreement. In

addition, this agreement may be terminated by the Town for any reason prior to the day of the event or on the day of the event as a result of inclement weather or natural disaster, with no obligation whatsoever to the Vendor. If the event is cancelled on the day of the event for any other reason than inclement weather or natural disaster, Vendor shall be paid. The determination of inclement weather shall be made solely by the Town.

Upon termination of Agreement, the Town may, at its sole discretion, permit any other person to take up such space(s) as reserved for the Vendor.

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_  
Bruce Hummel  
Grove Street Band

Town of Pittsford \_\_\_\_\_ Date \_\_\_\_\_  
William A. Smith, Town Supervisor

**PLEASE RETURN THIS SIGNED AGREEMENT BY APRIL 1, 2022 TO:**

Town of Pittsford  
Department of Recreation  
35 Lincoln Ave  
Pittsford NY 14534  
585-248-6280

# Memorial Day Parade Bands Agreement

## Prime Time Brass

Entertainment Terms of Operation: **Vendor agrees to participate in the Memorial Day Parade sponsored by the Town of Pittsford on Monday, May 30, 2022 at 10:00am.**

**Fee:** The Town shall pay to the Vendor \$1,500 for the parade. Such fee shall be paid on the day of the parade.

**Equipment:** Vendor shall furnish and install, at his/her own expense, any equipment for the parade. When setting up their equipment, Vendor shall consider the safety of all parade patrons.

**Liability:** The Vendor shall protect, defend, indemnify and hold harmless the Town from any and all claims, costs, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature whatsoever for injury, death to persons or property damage arising out of or in any way related to the Vendor's presence at the parade.

The protection of Vendor's property is the responsibility of the Vendor. Vendor is solely responsible for the loss of, or damage to, its property left at the parade site.

**Agreement and Termination:** The Town and Vendor mutually agree that the operation of Vendor's business on site during the parade shall be governed by the terms of the Agreement and that such Agreement, including any attachments or amendments to said Agreement constitute the entire Agreement between the parties hereto with respect to the subject matter hereof and may not be changed or modified except by instrument or writing and signed by both parties with such Agreement being defined as an amendment to the Agreement.

The Town may, at its absolute and sole discretion, terminate the Agreement between the Town and Vendor at any time upon a breach by vendor of any of the terms, provisions, and conditions set forth in said Agreement, including any attachments or amendments to said Agreement. In addition, this agreement may be terminated by the Town for any reason prior to the day of the event or on the day of the event as a result of inclement weather or natural disaster, with no obligation whatsoever to the Vendor. If the event is cancelled on the day of the event for any other reason than inclement weather or natural disaster, Vendor shall be paid. In the event the parade is not held due to rain, there will be no reimbursement. However, if the parade has started and then is cancelled the performers will be paid. The determination of inclement weather shall be made solely by the Town.

Upon termination of Agreement, the Town may, at its sole discretion, permit another group to perform for the designated parade.

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_  
Dave Cuff  
Prime Time Brass

Town of Pittsford \_\_\_\_\_ Date \_\_\_\_\_  
William A. Smith, Town Supervisor

**PLEASE RETURN THIS SIGNED AGREEMENT BY April 1, 2022 IN THE ENCLOSED ENVELOPE TO:**

Town of Pittsford  
Department of Recreation  
35 Lincoln Avenue  
Pittsford NY 14534  
585-248-6280

# Summer Concert Bands Agreement

## Rochester Metropolitan Jazz Orchestra

**Entertainment Terms of Operation:** Vendor agrees to participate in the Summer Concert Series sponsored by the Town of Pittsford during the following date and times:

**6/24/2022 from 6:30-8:00pm**

Vendor shall provide musical entertainment for the concert. Vendor may begin set up of any equipment at 4:00 pm. on the date of the concert located at the William A. Carpenter Park at Port of Pittsford, 22 North Main Street, Pittsford, NY, 14534.

**Fee:** The Town shall pay to the vendor **\$600** for the concert. Such fee shall be paid on the day of the concert.

**Equipment:** Vendor shall furnish and install, at his/her own expense, any equipment for the concert, other than the stage. When setting up their equipment, Vendor shall consider the safety of all concert patrons.

Vendor shall remove all equipment and other property from the assigned performance area immediately following their performance time, or upon the official closing of the concert and such removal shall be completed no later than *10:00pm on the date of the concert*. Failure to do so will result in the Town removing any remaining property of the Vendor, with the Vendor responsible for all costs of the removal.

**Liability:** The Vendor shall protect, defend, indemnify and hold harmless the Town from any and all claims, costs, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature whatsoever for injury, death to persons or property damage arising out of or in any way related to the Vendor's presence at the concert.

The protection of Vendor's property is the responsibility of the Vendor. Vendor is solely responsible for the loss of, or damage to, its property left at the concert site.

**Agreement and Termination:** The Town and Vendor mutually agree that the operation of Vendor's business on site during the concert shall be governed by the terms of the Agreement and that such Agreement, including any attachments or amendments to said Agreement constitute the entire Agreement between the parties hereto with respect to the subject matter hereof and may not be changed or modified except by instrument or writing and signed by both parties with such Agreement being defined as an amendment to the Agreement.

The Town may, at its absolute and sole discretion, terminate the Agreement between the Town and Vendor at any time upon a breach by vendor of any of the terms, provisions, and conditions set forth in said Agreement, including any attachments or amendments to said Agreement. In addition, this agreement may be terminated by the Town for any reason prior to the day of the event or on the day of the event as a result of inclement weather or natural disaster, with no obligation whatsoever to the Vendor. If the event is cancelled on the day of the event for any other reason than inclement weather or natural disaster, Vendor shall be paid. In the event the concert is cancelled on the day of the event due to inclement weather or natural disaster, there will be no reimbursement; provided, however that the concert is cancelled after 3pm, the Vendor will be paid. The determination of inclement weather shall be made solely by the Town.

Upon termination of Agreement, the Town may, at its sole discretion, permit another group to perform for the designated concert.

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_  
BJ Comer  
Rochester Metropolitan Jazz Orchestra

Town of Pittsford \_\_\_\_\_ Date \_\_\_\_\_  
William A. Smith, Town Supervisor

**PLEASE RETURN THIS SIGNED AGREEMENT BY APRIL 1, 2022 IN THE ENCLOSED ENVELOPE TO:**

Town of Pittsford  
Department of Recreation  
35 Lincoln Ave  
Pittsford NY 14534  
585-248-6280



## Pittsford Food Truck and Music Fest

### Entertainment Vendor Agreement

#### Sean Pfeifer Quartet

**Entertainment Terms of Operation:** Vendor agrees to provide musical entertainment for the Pittsford Food Truck and Music Fest sponsored by the Town of Pittsford located on South Main Street.

**Saturday September 10, 2022. 12:00-1:30pm.**

**Fee:** The Town shall pay to the Vendor \$700 for the event. Such fee shall be paid on the day of the event.

**Equipment:** Vendor shall furnish and install, at his/her own expense, any equipment for the event, other than the stage, lighting and sound system. When setting up their equipment, Vendor shall consider the safety of all festival patrons.

Vendor shall remove all equipment and other property from the assigned performance area immediately following their performance time, or upon the official closing of the festival and such removal shall be completed no later than *11:00pm on the date of the event*. Failure to do so will result in the Town removing any remaining property of the Vendor, with the Vendor responsible for all costs of the removal.

**Liability:** The Vendor shall protect, defend, indemnify and hold harmless the Town from any and all claims, costs, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature whatsoever for injury, death to persons or property damage arising out of or in any way related to the Vendor's presence at the festival.

The protection of Vendor's property is the responsibility of the Vendor. Vendor is solely responsible for the loss of, or damage to, its property left in the booth or at the festival site.

Vendor acknowledges that street sweepers and washers may be cleaning the festival site in the evening, and that such operations may cause damage to any equipment, fixtures and any other property left on the site by Vendor. Should damage or loss occur, Vendor agrees not to hold the Town of Pittsford responsible.

**Agreement and Termination:** The Town and Vendor mutually agree that the operation of Vendor's business on site during the festival shall be governed by the terms of the Agreement and that such Agreement, including any attachments or amendments to said Agreement constitute the entire Agreement between the parties hereto with respect to the subject matter hereof and may not be changed or modified except by instrument or writing and signed by both parties with such Agreement being defined as an amendment to the Agreement.

The Town may, at its absolute and sole discretion, terminate the Agreement between the Town and Vendor at any time upon a breach by vendor of any of the terms, provisions, and conditions set forth in said Agreement, including any attachments or amendments to said Agreement. In addition, this agreement may be terminated by the Town for any reason prior to the day of the event or on the day of the event as a result of inclement weather or natural disaster, with no obligation whatsoever to the Vendor. If the event is cancelled on the day of the event for any other reason than inclement weather or natural disaster, Vendor shall be paid. The determination of inclement weather shall be made solely by the Town.

Upon termination of Agreement, the Town may, at its sole discretion, permit any other person to take up such space(s) as reserved for the Vendor.

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_  
Sean Pfeifer  
Sean Pfeifer Quartet

Town of Pittsford \_\_\_\_\_ Date \_\_\_\_\_  
William A. Smith, Town Supervisor

**PLEASE RETURN THIS SIGNED AGREEMENT BY APRIL 1, 2022 TO:**

Town of Pittsford  
Department of Recreation  
35 Lincoln Ave  
Pittsford NY 14534  
585-248-6280

# Summer Concert Bands Agreement

## Mr. Loops

**Entertainment Terms of Operation:** Vendor agrees to participate in the Summer Concert Series sponsored by the Town of Pittsford during the following date and times:

**7/20/2022 from 6:30-7:30pm**

Vendor shall provide musical entertainment for the concert. Vendor may begin set up of any equipment at 4:00 pm. on the date of the concert located at the Pittsford Community Center, 35 Lincoln Ave, Pittsford, NY, 14534.

**Fee:** The Town shall pay to the Vendor **\$500** for the concert. Such fee shall be paid on the day of the concert.

**Equipment:** Vendor shall furnish and install, at his/her own expense, any equipment for the concert, other than the stage. When setting up their equipment, Vendor shall consider the safety of all concert patrons.

Vendor shall remove all equipment and other property from the assigned performance area immediately following their performance time, or upon the official closing of the concert and such removal shall be completed no later than *10:00pm on the date of the concert*. Failure to do so will result in the Town removing any remaining property of the Vendor, with the Vendor responsible for all costs of the removal.

**Liability:** The Vendor shall protect, defend, indemnify and hold harmless the Town from any and all claims, costs, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature whatsoever for injury, death to persons or property damage arising out of or in any way related to the Vendor's presence at the concert.

The protection of Vendor's property is the responsibility of the Vendor. Vendor is solely responsible for the loss of, or damage to, its property left at the concert site.

**Agreement and Termination:** The Town and Vendor mutually agree that the operation of Vendor's business on site during the concert shall be governed by the terms of the Agreement and that such Agreement, including any attachments or amendments to said Agreement constitute the entire Agreement between the parties hereto with respect to the subject matter hereof and may not be changed or modified except by instrument or writing and signed by both parties with such Agreement being defined as an amendment to the Agreement.

The Town may, at its absolute and sole discretion, terminate the Agreement between the Town and Vendor at any time upon a breach by vendor of any of the terms, provisions, and conditions set forth in said Agreement, including any attachments or amendments to said Agreement. In addition, this agreement may be terminated by the Town for any reason prior to the day of the event or on the day of the event as a result of inclement weather or natural disaster, with no obligation whatsoever to the Vendor. If the event is cancelled on the day of the event for any other reason than inclement weather or natural disaster, Vendor shall be paid. In the event the concert is cancelled on the day of the event due to inclement weather or natural disaster, there will be no reimbursement; provided, however that the concert is cancelled after 3pm, the Vendor will be paid. The determination of inclement weather shall be made solely by the Town.

Upon termination of Agreement, the Town may, at its sole discretion, permit another group to perform for the designated concert.

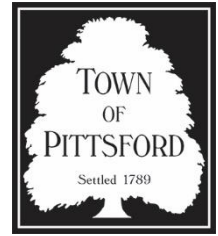
Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_  
Jon Lewis  
Mr. Loops

Town of Pittsford \_\_\_\_\_ Date \_\_\_\_\_  
William A. Smith, Town Supervisor

**PLEASE RETURN THIS SIGNED AGREEMENT BY APRIL 1, 2022 IN THE ENCLOSED ENVELOPE TO:**

Town of Pittsford  
Department of Recreation  
35 Lincoln Ave  
Pittsford NY 14534  
585-248-6280

# MEMORANDUM



**To:** Pittsford Town Board

**From:** Cheryl Fleming, Personnel Office

**Date:** February 16, 2022

**Regarding:** Update to Employee Handbook and Personnel Rules

**For Meeting On:** March 1, 2022

The following guidelines outline how the Town will be conducting drug screenings based on the provisions of Section 201-D of the New York Labor Law, amended by the Marijuana Regulation and Taxation Act (MRTA).

The Town drug screening test will have cannabis removed from its current drug panel testing for new hire pre-employment testing, rehire testing and post-accident testing for adults over the age of 21, as this is a protected class under New York State law.

The Town has the right to take employment action or prohibit employee conduct based on violations of the law, including articulable symptoms of cannabis impairment that interfere with the employer's obligation to provide a safe and healthy workplace as required by state and federal workplace safety laws.

The MRTA and New York Labor Law Section 201-D do not apply to employees under the age of 21, as cannabis use by individuals under the age of 21 is prohibited by New York law and not subject to the present protections. Any new hire, rehire or post-accident testing required for anyone under the age of 21, will continue to use the current Town drug screening test that includes cannabis testing.

CDL drivers for the Town will be regulated by the Federal Guidelines under the Department of Transportation's Drug and Alcohol Testing Regulation promulgated at 49 CFR Part 382. Once a CDL is obtained by an employee, the employee will have a CDL drug test and be added to the Town's random drug testing roster. Post-accident testing for any commercial CDL driver will continue to be required to have both a BAT and negative DOT-CDL drug screening before being cleared to drive for the Town.

**Resolved,** the Town Board approves the updated employee policy adopted 03/01/2022, to the Town's Employee Handbook *and* Personnel Rules.

# WE ARE YOUR DOL



Department  
of Labor

## ADULT USE CANNABIS AND THE WORKPLACE New York Labor Law 201-D

This document is intended to address some of the most common situations or questions in the workplace related to adult-use cannabis and the Marijuana Regulation and Taxation Act (“MRTA”). This document does not address the medical use of cannabis. For further assistance with New York Labor Law and the MRTA, please visit New York State’s Office of Cannabis Management’s website at [cannabis.ny.gov](https://cannabis.ny.gov) or consult with an appropriate professional.

### DISCRIMINATION PROHIBITED

The MRTA amended Section 201-D of the New York Labor Law to clarify that cannabis used in accordance with New York State law is a legal consumable product. As such, employers are prohibited from discriminating against employees based on the employee’s use of cannabis outside of the workplace, outside of work hours, and without use of the employer’s equipment or property.

### PERMITTED EMPLOYER ACTIONS

The MRTA amended New York Labor Law Section 201-D by adding a new subsection 4-a, which provides that employers MAY take employment action or prohibit employee conduct where:

- An **employer** is/was required to take such action by state or federal statute, regulation, or ordinance, or other state or federal governmental mandate
- The **employer** would be in violation of federal law
- The employer would lose a federal contract or federal funding
- The **employee**, while working, manifests specific articulable symptoms of cannabis impairment that decrease or lessen the employee’s performance of the employee’s tasks or duties
- The **employee**, while working, manifests specific articulable symptoms of cannabis impairment that interfere with the employer’s obligation to provide a safe and healthy workplace as required by state and federal workplace safety laws

### FREQUENTLY ASKED QUESTIONS:

#### HUMAN RESOURCES ISSUES / ACTION AGAINST EMPLOYEES

##### Is illegal cannabis use protected?

Only the legal use of cannabis by adults over the age of 21 under New York State law is protected. The illegal use, sale, or transportation of cannabis is not protected by Section 201-D of the Labor Law. For more information on what is now considered legal use, please visit New York State’s Office of Cannabis Management’s website at [cannabis.ny.gov](https://cannabis.ny.gov) or consult with an appropriate professional.

##### Can an employer take action against an employee for using cannabis on the job?

An employer is not prohibited from taking employment action against an employee if the employee is impaired by cannabis while working (including where the employer has not adopted an explicit policy prohibiting use), meaning the employee manifests specific articulable symptoms of impairment that:

- Decrease or lessen the performance of their duties or tasks
- Interfere with an employer’s obligation to provide a safe and healthy workplace, free from recognized hazards, as required by state and federal occupational safety and health laws

##### What are articulable symptoms of impairment?

There is no dispositive and complete list of symptoms of impairment. Rather, articulable symptoms of impairment are objectively observable indications that the employee’s performance of the duties of the position of their position are decreased or lessened. Employers are cautioned that such articulable symptoms may also be an indication that an employee has a disability protected

by federal and state law (e.g., the NYS Human Rights Law), even if such disability or condition is unknown to the employer. Employers should consult with appropriate professionals regarding applicable local, state, and federal laws that prohibit disability discrimination.

For example, the operation of heavy machinery in an unsafe and reckless manner may be considered an articulable symptom of impairment.

### **What cannot be cited by an employer as articulable symptoms of impairment?**

Observable signs of use that do not indicate impairment on their own cannot be cited as an articulable symptom of impairment. Only symptoms that provide objectively observable indications that the employee's performance of the essential duties or tasks of their position are decreased or lessened may be cited. However, employers are not prohibited from disciplinary action against employees who are using cannabis during work hours or using employer property.

### **Can employers use drug testing as a basis for an articulable symptom of impairment?**

No, a test for cannabis usage cannot serve as a basis for an employer's conclusion that an employee was impaired by the use of cannabis, since such tests do not currently demonstrate impairment. (For more information, see section Drug Testing below).

### **Can I fire an employee for having a noticeable odor of cannabis?**

The smell of cannabis, on its own, is not evidence of articulable symptoms of impairment under Labor Law Section 201-D.

### **Do I have to fire an employee for using cannabis on the job or for cannabis impairment on the job?**

No, employers are permitted to take action under such circumstances but are not required to do so.

### **Do I have to discipline, report, or fire an employee under age 21 who uses cannabis on the job?**

No, there is no legal requirement to do so in the Labor Law.

### **Are employers required to hire an employee back who was previously terminated for now legal cannabis use or a related expunged crime?**

No, the law does not require employers to rehire former employees who were terminated due to cannabis use prior to the legalization of cannabis.

### **What if my employee works remotely in another state that uses different laws?**

The MRTA and New York Labor Law Section 201-D only apply to employees employed within the State of New York.

### **Can a person use cannabis if they are on leave?**

For purposes of the labor law, employers cannot prohibit the use of cannabis while employees are on leave unless the employer is permitted to do so pursuant to the provisions of New York Labor Law Section 201-D(4-a).

## **USE AT WORK OR DURING WORK HOURS**

### **Can employers prohibit use of cannabis during meal or break periods?**

Yes, employers may prohibit cannabis during "work hours," which for these purposes means all time, including paid and unpaid breaks and meal periods, that the employee is suffered, permitted or expected to be engaged in work, and all time the employee is actually engaged in work.

### **Such periods of time are still considered "work hours" if the employee leaves the worksite.**

### **Can employers prohibit use of cannabis during periods in which an employee is on-call?**

Yes, employers may prohibit cannabis during "work hours," which includes time that the employee is on-call or "expected to be engaged in work."

### **Can employers prohibit cannabis possession at work?**

Yes, employers may prohibit employees from bringing cannabis onto the employer's property, including leased and rented space, company vehicles, and areas used by employees within such property (e.g., lockers, desks, etc.).

### **For remote employees, can employers prohibit use in the "worksite"?**

The Department of Labor does not consider an employee's private residence being used for remote work a "worksite" within the meaning of Labor Law Section 201-D. However, an employer may take action if an employee is exhibiting articulable symptoms of impairment during work hours as described above and may institute a general policy prohibiting use during working hours.

### **Can employers prohibit use when the employee uses a company vehicle?**

Yes, employers are permitted to prohibit use in company vehicles or on the employer's property, even after regular business hours or work shifts.

## WORKPLACE POLICIES

### Can employers prohibit the use of cannabis outside of the workplace?

No, unless the employer is permitted to do so pursuant to the provisions of Labor Law Section 201-D(4-a).

### Can employers require that employees promise or agree not to use cannabis as a condition of employment?

No, employers are not permitted to require employees to waive their rights under Section 201-D of the Labor Law as a condition of hire or continued employment.

### Are existing policies prohibiting use permitted?

No, unless an exception applies. Employers are encouraged to update or amend such policies to reflect changes to New York State law.

## APPLICABILITY

### Are both public and private employees covered by the MRTA and New York Labor Law Section 201-D?

Yes, they apply to all public (state and local government) and private employers in New York State, regardless of size, industry, or occupation.

### Which employees aren't covered by the MRTA and New York Labor Law Section 201-D?

The MRTA and New York Labor Law Section 201-D do not apply to individuals who are not employees (e.g., students who are not employees, independent contractors, individuals working out of familial obligation, volunteers) or provide any consumer protections. Employees under the age of 21 are also not covered, as cannabis use by individuals under the age of 21 is prohibited by New York Law and not subject to the present protections.

### Do the MRTA and New York Labor Law Section 201-D depend on immigration or citizenship status?

No, the MRTA and New York Labor Law Section 201-D apply to all employees regardless of immigration or citizenship status.

### Do the MRTA and New York Labor Law Section 201-D apply to students?

Yes, the MRTA and New York Labor Law Section 201-D apply to all employees, regardless of their educational status. However, students who are not “employees” are not covered by this law.

## DRUG TESTING OF EMPLOYEES

### Can an employer test for cannabis?

No, unless the employer is permitted to do so pursuant to the provisions of Labor Law Section 201-D(4-a) or other applicable laws.

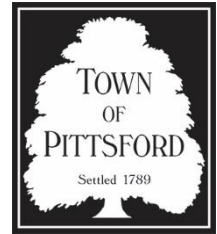
### Can an employer drug test an employee if federal law allows for drug testing?

No, an employer cannot test an employee for cannabis merely because it is allowed or not prohibited under federal law. (See e.g., USDOL TEIN 15-90 explaining that neither the Drug Free Workplace Act of 1988 nor the rules adopted thereunder authorizes drug testing of employees.) However, an employer can drug test an employee if federal or state law requires drug testing or makes it a mandatory requirement of the position. (See e.g., mandatory drug testing for drivers of commercial motor vehicles in accordance with 49 CFR Part 382; see also e.g., NY Vehicle and Traffic Law Section 507-a which requires mandatory drug testing for for-hire vehicle motor carriers in accordance with 49 CFR 382.)

<sup>1</sup> *The federal government, as an employer, is not covered by this law.*



# MEMORANDUM



**To:** Pittsford Town Board

**From:** Cheryl Fleming, Personnel Director

**Date:** February 16, 2022

**Regarding:** Recommendations for Hiring/Personnel Adjustments

**For Meeting On:** March 1, 2022

1. The following employee(s) are recommended as a new hire, subject to successful completion of drug and background checks, based on the recommendation of the Functional Coordinator(s) for these areas:

<b>Name</b>	<b>Dept</b>	<b>Position</b>	<b>Rate</b>	<b>Date of Hire</b>
Katherine Vicks	Recreation	Rec Asst – PT	\$13.20	03/02/2022
Sarah Ngo	Library	Librarian I - FT	\$24.52	03/08/2022

This is subject to completion of the proper reviews and background checks for these candidates and appropriate sign off by the Town Board representative.

<b>Name</b>	<b>Dept</b>	<b>Position</b>	<b>Rate</b>	<b>Date of Hire</b>
Katherine Vicks	Recreation	Rec Asst – PT	\$13.20	03/02/2022
Sarah Ngo	Library	Librarian I - FT	\$24.52	03/08/2022

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

<b>Name</b>	<b>Position</b>	<b>Reason for Change</b>	<b>Rate</b>	<b>Effective Date</b>
Owen Dillman	MEO III	Promotional Rate Change	\$21.73	03/03/2022
Zachary Condello	Laborer	CDL – Class B Salary Adj	\$20.08	03/03/2022

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

<b>Name</b>	<b>Position</b>	<b>Reason for Change</b>	<b>Rate</b>	<b>Effective Date</b>
Owen Dillman	MEO III	Promotional Rate Change	\$21.73	03/03/2022
Zachary Condello	Laborer	CDL – Class B Salary Adj	\$20.08	03/03/2022