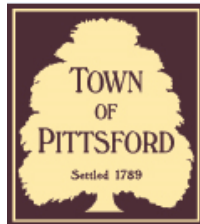


SUPERVISOR
William A. Smith, Jr.



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

TOWN BOARD AGENDA

Tuesday, August 3, 2021 – 6:00 pm
Town Hall – 11 S. Main Street, Pittsford – Lower Level

Page 1 of 2

Call to Order
Pledge of Allegiance

Minutes

Approval of Minutes of Meeting of July 20, 2021

Financial Matters

Public Comment
Amendments and Transfers
CHIPS Support
Creation of Road and Sidewalk and Capital Project

Recreational Matters

Public Comment
2021 Community Festival

- Band Contracts
- Infrastructure
- Temporary Access License

2021 Fall Recreation Program

Personnel Matters

Public Comment
Hiring Resolution

Other Business

Public Comment
Adjournment

Instructions for attending and offering comments on attached page 2

PUBLIC MEETINGS OF THE TOWN BOARD at TOWN HALL NOW RESUME

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/FcqTL00YMCGU6WlccUApyUL3twz4dm9V/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; (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
- 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/FcqTL00YMCGU6WlccUApyUL3twz4dm9V/stream/690?fullscreen=false&showtabssearch=true&autostart=true>

Minutes of the Town Board for July 20, 2021

**DRAFT
TOWN OF PITTSFORD
TOWN BOARD
JULY 20, 2021**

Proceedings of a regular meeting of the Pittsford Town Board held on Tuesday, July 20, 2021 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 Kevin S. Beckford, Cathy Koshykar, Katherine B. Munzinger 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; Linda M. Dillon, Town Clerk; Communications Director; Shelley O'Brien and Spencer Bernard, Chief of Staff.

ATTENDANCE: There were four additional staff members, twelve members of the public and an interpreter in attendance.

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

SUPERVISOR'S ANNOUNCEMENTS

1. Food Truck and Music Fest – September 18: Noon – 9PM. This will be held in conjunction with the Pittsford Youth Services Duck Drop, as well as the Pittsford Crew's Rowing Exhibition that weekend.
2. Speed reminder – Supervisor Smith reported that he has been receiving numerous calls speeding drivers in residential neighborhoods. He reminded the public to please be respectful and observe speed limits.
3. Pittsford's American Legion's post will celebrate its Centennial on Saturday July 24 at the American Legion Post 899 – 21 North Main Street, from 9:30 AM – 4:00 PM. All community members are welcome.

PUBLIC HEARING – 3 – 6 POLE LIGHTING DISTRICT, EXTENSION #6, CHATHAM WOODS SUBDIVISION

Supervisor Smith reviewed the proposed new Lighting District, Extension No. 6 for the Chatham Woods Subdivision, and, thereafter opened the Public Hearing.

PUBLIC COMMENTS

The following members of the public offered comments:

Kathleen Sigler, Sean Smith, Howard Bussey, Michael Laird and Kathy Nye. Kathy Nye also read comments in support from Pittsford Fire Chief, Pittsford Ambulance and the Crossing Guard for the Chatham Woods Subdivision.

Asking for further public comments and seeing none, Supervisor Smith closed the Public Hearing.

EXTENSION NO. 6 TO THE PITTSFORD CONSOLIDATED LIGHTING DISTRICT 3-6 POLES, TO BE KNOWN AS "CHATHAM WOODS SUBDIVISION SECTIONS A,C,D,E AND F" APPROVED

Following some brief discussion, Supervisor Smith offered a Resolution to approve the proposed 3 – 6 Pole Lighting District, Extension No.6 for the Chatham Woods Subdivision, seconded by Deputy Supervisor Munzinger,

Minutes of the Town Board for July 20, 2021

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

The Resolution was declared carried as follows:

WHEREAS, a Petition having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the Extension of the above Lighting District; and

WHEREAS, the Commissioner of Public Works has submitted a Certificate, in writing, verifying that the aforesaid Petition was signed by the required percentage of owners within the proposed District; and

WHEREAS, an Order was duly adopted by the Town Board on the 15th day of June, 2021, for the hearing of all persons interested in the matter to be held on the 20th day of July, 2021, at 6:00 o'clock P.M., Local Time, at the Town Hall, 11 South Main Street, Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the said Notice has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petition that the creation of the Extension does not require any expenditure of money for the construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that

- (a) The Petition is signed and acknowledged or approved as required by law and is otherwise sufficient;
- (b) All the property and property owners within the Extension are benefited thereby;
- (c) All the property and property owners benefited are included within the limits of the Extension;
- (d) The expenses of the entire District, including the within Extension, are to be paid by the property owners of the District, annually, on a benefit basis; and
- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that "Extension No. 6 "Chatham Woods Subdivision Sections A,C,D,E,and F", be and the same hereby is created, as part of the "Pittsford Consolidated Lighting District 3-6 Poles" and that the boundaries of the said Extension, as hereby created, are as set forth in "Exhibit A" annexed hereto, and as further set forth on the map annexed hereto as "Exhibit B".

MINUTES OF THE JULY 6 TOWN BOARD MEETING APPROVED

A Resolution to approve the Minutes of the Town Board Meeting of July 6, 2021 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 Resolution was declared carried as follows:

RESOLVED, that the Minutes of the July 6, 2021 Town Board meeting are approved.

FINANCIAL MATTERS

PUBLIC COMMENTS

No comments were offered regarding Financial Matters.

Minutes of the Town Board for July 20, 2021

Supervisor Smith noted that he would like to take the item entitled "Brown & Brown Consulting Services: Town of Pittsford Insurance Review" an item under Financial Matters out of order, as the first item of business under Financial Matters.

Having no objection, the Supervisor introduced Andre Valente, Account Executive for Brown & Brown, to review for the Board the proposal for the Town's Renewal of Insurance. A brief presentation with a question/answer dialogue with the Board followed.

BROWN & BROWN CONSULTING SERVICES: TOWN OF PITTSFORD INSURANCE REVIEW/APPROVAL

Following Mr. Valente's review and presentation, a Resolution to approve the recommendation from Brown & Brown for the 2021-2022 insurance coverages for the Town of Pittsford 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 Town accept the renewal of the 2021-2022 insurance coverages, as recommended by Brown & Brown insurance consultants for the Town of Pittsford.

INSURANCE COVERAGE/TAX BONDING FOR 2021-2022 FOR TOWN CLERK AND RECEIVER OF TAXES APPROVED

A Resolution to authorize insurance coverage for the 2021-2022 Tax Collections was offered by Councilmember Townsend seconded by Deputy Supervisor Munzinger, and voted on by the members as follows: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Town Board hereby guarantees the surety, form and amount of the official undertaking for the faithful performance of the duties of Town Clerk and Receiver of Taxes, as follows:

Section 1.

Type of undertaking: Insurance coverage for Town Clerk and Receiver of Taxes

Amount: \$100,000.00 per employee Public Employee Dishonesty Coverage with additional indemnity of \$200,000.00, including Faithful Performance of Duty, for the Receiver of Taxes.

Section 2.

A true copy of this resolution shall be affixed to the undertaking to indicate this Board's approval thereon in accordance with Town Law §25.

APPOINTMENT OF DEPUTY RECEIVER OF TAXES APPROVED AS AMENDED

A Resolution to permit Canandaigua National Bank and Trust to continue to be able to collect taxes on the Town's behalf and deposit them directly into the Town's Tax Account, by appointing Sunitha Desai, Assistant Service Manager at the Pittsford Branch of Canandaigua National Bank and Trust, as Deputy Receiver of Taxes. Supervisor Smith moved the resolution and Councilmember Townsend seconded. Members voted as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that Sunitha Desai, Assistant Service Manager at the Pittsford Branch of Canandaigua National Bank and Trust is appointed Deputy Receiver of Taxes for the Town of Pittsford for 2021-2022 and is authorized to collect the 2021-2022 School Taxes and the 2022 Town and County Taxes during the interest-free collection periods.

Minutes of the Town Board for July 20, 2021

CORONAVIRUS RELIEF FUNDS CONSULTING SERVICES APPROVED

Finance Director, Brian Luke, reviewed the revisions made and approved by the Town Attorney, to the proposed Coronavirus Relief Funds Consulting Services contract by Bonadio & Co., LLP. Thereafter, Deputy Supervisor Munzinger offered a Resolution to approved the proposed contract, 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 Supervisor is authorized to sign an agreement with Bonadio & Co., LLP for Coronavirus Relief Funds consulting services.

BUDGET TRANSFERS APPROVED

A Resolution to approved the proposed Budget Transfers 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 proposed Budget transfers are approved:

- That \$5,000 be transferred from 1.1990.4000.1.1 (WT – Contingency) to 1.1320.4403.1.1 (WT – Auditors) to cover ARPA consulting fees.
- That \$1,900 be transferred from 1.9950.9000.1.1 (WT – Transfer to Capital) to 1.2620.2007.10.1 (Bldg. Capital Improvements – Town Hall) for replacement heat pump.
- That \$800 be transferred from 1.9950.9000.1.1 (WT – Transfer to Capital) to 1.2620.2007.10.3 (Bldg. Capital Improvements – Library) for Library lighting per the 2021 budget.

JULY VOUCHERS APPROVED

Following brief discussion regarding specific vouchers, a Resolution to approve the vouchers for July 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 Resolution was declared carried as follows:

RESOLVED, that the July 2021 vouchers No. 151793 through 152253, in the amount of \$804,720.19 are approved for payment.

OPERATIONAL MATTERS

Public Comment

No comments were offered regarding Operational Matters.

ERIE CANAL NATURE PRESERVE PHASE II GRANT APPLICATION APPROVED

As discussed at the previous meeting, a resolution to authorize and approve the Erie Canal Nature Preserve Phase II Grant Application 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 seeks grant funding to advance phase two of the Erie Canal Nature preserve project to reconstruct a local historic barn for public use

WHEREAS, the Town intends to apply for an amount to pay 75% or \$468,750 of the construction and supply costs associated with a Local Water Front Revitalization project

Minutes of the Town Board for July 20, 2021

WHEREAS, the Pittsford Town Board hereby commits matching funds in an amount not to exceed 25% or \$156,250 of the total projects cost

RESOLVED, to authorize a Consolidated Funding Application (CFA) for funding to proceed with phase two of the Town of Pittsford's Erie Canal Nature Preserve project in an amount not to exceed \$625,000.

Be it further

RESOLVED, that J. O'Connell and Associates, Inc., the Town's grant consultants, be authorized and directed to complete the necessary application, forms, etc. to be submitted to the New York Department of State Local Water Front Revitalization for the purpose of securing these funds, and be it further

RESOLVED, that the Supervisor hereby is authorized and directed to execute all documents pertaining to the application and acquisition of said funding.

PERSONNEL MATTERS

PUBLIC COMMENTS

No comments were offered regarding Personnel Matters.

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: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the following employees are approved as new hires based on the recommendation of the Functional Coordinators for these areas:

Name	Dept	Position	Rate	Date of Hire
Shane Leonard	Hwy	Laborer – Seasonal	\$13.00	07/26/2021
Lucy Zombeck	REC	Rec Assistant – RPT	\$12.50	07/26/2021
Adrian Pereyra	Lbry	Children's Clerk - RPT	\$16.46	07/26/2021
Megan Pyykkonen	Lbry	Children's Clerk - RPT	\$16.46	07/26/2021
Jack Wallace	Hwy	Laborer – Seasonal	\$13.00	08/02/2021

PROCLAMATION

Supervisor Smith noted that tonight is Town Clerk Linda Dillon's final Town Board meeting as a Town Clerk and that a Proclamation has been signed by all members of the Town Board in recognition of the Town Clerk's impending retirement in August.

OTHER BUSINESS

Councilmember Townsend gave the Board an update on the bipartisan Board Committee's work in reviewing the Town's Ethics Code. Councilmember Koshykar inquired about demolition of abandoned structures on Mitchell Road. Paul Schenkel and Kelly Cline responded that these will be demolished and that in the meantime the Town has taken steps to secure the property to avoid risk to public safety. Councilmember Koshykar asked for a written summary of the annual budgeting process and the most current record of pesticide use by the Town; Commissioner Schenkel noted that his department could provide the most recent report filed with the State Department of Environmental Conservation. Deputy Supervisor Munzinger noted the Annual Picnic for the Pittsford Seniors program held today at Kings Bend Park and thanked all staff members and volunteers who made it happen.

Minutes of the Town Board for July 20, 2021

PUBLIC COMMENT

Tharaha Thavakumar and Kendra Evans commented.

With no further business, the meeting adjourned at 7:16 p.m.

Respectfully submitted,

Linda M. Dillon, RMC
Town Clerk

8/3/21

Budget Amendments & Transfers

Be it resolved that the following are approved:

That line item 5.5112.2010.55.4 (Highway PT – Consolidated Local Street and Highways Improvement Program (CHIPS) Road Rehabilitation) be increased by \$167,318.38. The source of these funds will be an increase in NYS CHIPS, Pave NY, and Extreme Weather Recovery funds.

That \$25,000 be transferred from 1.1990.4000.1.1 (WT – Contingency) to 1.1910.4300.1.1 (WT – Insurance Administration) to cover increase in Cyber Liability insurance.



Department of Transportation

ANDREW M. CUOMO Governor

MARIE THERESE DOMINGUEZ Commissioner

RONALD L. EPSTEIN Executive Deputy Commissioner Chief Financial Officer

July 16, 2021

PAUL SCHENKEL COMMISSIONER OF PUBLIC WORKS TOWN OF PITTSFORD 11 SOUTH MAIN ST PITTSFORD NY 14534

Dear Mr. Schenkel:

The next quarterly SFY 2021-22 CHIPS, PAVE NY, and EWR reimbursements are scheduled to be made on September 15, 2021. Requests for the September payments must be for expenditures made on or after March 15, 2020 through August 3, 2021. Refer to the Program Guidelines on the CHIPS website (www.dot.ny.gov/programs/chips) regarding eligible project activities and program requirements. The Town of Pittsford has the following funding amounts available for the September payments.

Table with 4 columns: Program, Total Balance, 21-22 Apportionment Balance, Cumulative Rollover Balance. Rows include CHIPS, PAVE NY, and EWR.

Each program payment submission should include a Documentation Checklist (found on the CHIPS website, under Forms and Instructions), summary reports of Checklist information, ADA compliant curb ramp photos (if applicable), and proof of payment. Failure to submit the required Checklist and supporting documentation for each program payment submission may delay the processing of your reimbursement requests.

The instructions for applying under the September 15, 2021 CHIPS, PAVE-NY, and EWR reimbursements are included on the back of this letter and on the CHIPS website, under Forms and Instructions. The New York State Department of Transportation (NYSDOT) Regional Office must receive all program payment submission items no later than August 11, 2021. Please sign the certification on each page of the reimbursement request forms and keep a copy of the completed forms for your files. Your NYSDOT municipal code for entry on the forms is 430669.

Municipalities may mail or e-mail their CHIPS, PAVE-NY, and EWR Documentation Checklists, reimbursement request forms, and supporting documentation to their NYSDOT Region. Guidance for e-mail submissions may be obtained on the CHIPS website. Contact information:

Lisa Coombs NYSDOT Regional CHIPS Representative New York State Department of Transportation 1530 Jefferson Road Rochester, NY 14623 dot.sm.r04.CHIPS@dot.ny.gov

If you have any questions, please contact Lisa Coombs at 585-272-4808.

Respectfully yours,

[Signature of Peter J. Ryan]

Peter J. Ryan Director, Local Programs Bureau

MEMORANDUM

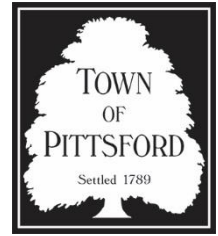
To: Pittsford Town Board

From: Brian Luke, Director of Finance

Date: July 29, 2021

Regarding: Creation of Road and Sidewalk Capital Project

For Meeting On: August 3, 2021



The Town has been awarded \$396,000 for road and sidewalk improvement projects under the State and Municipal Facilities Capital Program, through State Senator Samra Brouk.

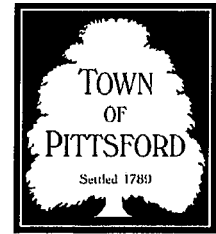
This is to propose creation of a Road and Sidewalk Capital Project. A Town Board resolution doing so is a condition of receiving the SAM Grant funds. In addition, this will allow us to clearly track all revenues and expenses in one Capital Project fund.

Therefore I suggest the Board adopt the following resolution:

RESOLVED, that a Road and Sidewalk Capital Project be established in the amount of \$596,000, to be funded from the General Fund, \$396,000 of which will be reimbursed by the SAM Grant funds; and

FURTHER RESOLVED, that the Finance Director be and hereby is authorized to transfer up to \$200,000 from the General Fund to the Road and Sidewalk Capital Project Fund.

MEMORANDUM



To: William A. Smith and Town Board

From: Jessie R. Hollenbeck, Recreation Director

Date: July 26, 2021

Regarding: 2021 Pittsford Food Truck and Music Fest - Band Contracts

For Meeting On: August 3, 2021

Ladies and Gentlemen:

The Town of Pittsford contracts musical entertainment for our upcoming Food Truck and Music Fest. Attached is a sample contracts.

Please see schedule below:

Main Street Food Truck and Music Fest
Saturday, September 18, 2021, 12:00pm-9:00pm

Band Name	Cost	Time of Performance
A Girl Named Genny	\$800	12:00-1:30pm
Mud Creek	\$800	2:00-3:30pm
Miller and the Other Sinners	\$1,200	4:30-6:30pm
Mr. Mustard	\$1,200	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.

Pittsford Food Truck and Music Fest

Entertainment Vendor Agreement

Mr. Mustard

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 18, 2021. 7:00-9:00pm.

Fee: The Town shall pay to the Vendor \$1,200.00 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.

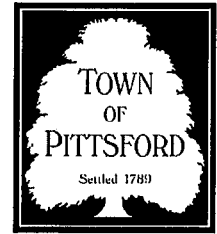
Vendor Signature _____ Date _____
Mick George
Mr. Mustard

Town of Pittsford _____ Date _____
William A. Smith, Town Supervisor

PLEASE RETURN THIS SIGNED AGREEMENT BY SEPTEMBER 1, 2021 TO:

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

MEMORANDUM



To: William A. Smith and Pittsford Town Board

From: Jessie R. Hollenbeck, Recreation Director

Date: July 27, 2021

Regarding: 2021 Food Truck & Music Fest-Infrastructure

For Meeting On: August 3, 2021

Ladies and Gentlemen:

In planning for the upcoming 2021 Pittsford Food Truck & Music Fest, the Recreation Department has requested and received quotes from a number of vendors. The Recreation Department asks that you review the following:

- Audio Images, Inc. - Provides sound and lighting for community festivals, as well as Stageline SL100 mobile stage for a price not to exceed \$4,100.
- McCarthy Tents & Events - Provides tents, tables, table covers and chairs for community festivals for a price not to exceed \$4,060.
- Hammerl Amusements – Provides 4 amusement rides for Pittsford Food Truck and Music Fest for a price not to exceed \$8,400.
- Young Explosives – Provides a fireworks display at the conclusion of the event for a price not to exceed \$3,000.

The Town of Pittsford will obtain the appropriate documentation from vendors, including proof of insurance as appropriate. Vendor payment amounts will be based on final orders and will be within the Recreation Department's 2021 events budget.

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, subject to the review and approval of the Town Attorney, authorizes the Town Supervisor to sign a contract with the following vendors to allow them to provide their services for the Town of Pittsford's 2021 Food Truck & Music Fest.

- Audio Images, Inc. for a fee not to exceed \$4,100
- McCarthy Tents & Events for a fee not to exceed \$4,060
- Hammerl Amusements for a fee not to exceed \$8,400
- Young Explosives for a fee not to exceed \$3,000



Audio Images Sound & Lighting, Inc
 P.O. Box 1453
 Batavia, New York 14021
 Phone: (585) 343-4050
 Fax: (585) 343-4060
 www.audioimagesonline.com

Quote

Quote Number: 21-0120
 SL100 @ Pittsford Food Truck & Music Fest 2021

Client
Alison E. Burchett Assistant Recreation Director Town Of Pittsford 35 Lincoln Ave. Pittsford, NY 14534 Tel: 585-248-6287 Fax: 585-249-5408

Venue / Site
In The Street. TBD

Account Manager	Customer PO	This quote is valid until
Sebastian Marino		8/14/2021

Load In	Show Start	Show End	Load Out

Terms	Tax Rule	Deposit	Deposit Due Date
Day of show	Tax Exempt	\$0.00	9/18/2021

Type Note	Qty.	Description	Note	Time	Rate	Price	Price Ext.
		Client to Provide Power..within 10 feet of stage.					
Staging							
Rental Tax	1	Stageline SL100	For Food Truck And Music Fest Only..	1	Day Rate	1,550.00	1,550.00
						Staging Total:	\$1,550.00
Package Price							
Rental Tax	1	Audio Package Price	Food Truck And Music	1	Day Rate	1,375.00	1,375.00
						Package Price Total:	\$1,375.00
Audio							
Rental Tax	1	Yorkville Paraline System 4x4 (Ground Stack)		1	Day Rate	0.00	0.00
Rental Tax	4	Yorkville Paraline PSA1		1		0.00	0.00
Rental Tax	4	Yorkville Paraline PSA2S		1		0.00	0.00
Rental Tax	2	PSA2S Dolly		1		0.00	0.00
Rental Tax	2	Yorkville Paraline PSA1 Speaker Pole		1		0.00	0.00
Rental Tax	1	Yorkville PSA Cable Kit		1		0.00	0.00
Rental Tax	6	Yorkville NX55P		1	Day Rate	0.00	0.00
Rental Tax	6	IEC Power Cable		1		0.00	0.00
Rental Tax	2	Spectrum NX55P Case		1	Day Rate	0.00	0.00
Rental Tax	1	Yorkville NX720S		1	Day Rate	0.00	0.00
Rental Tax	1	IEC Power Cable		1		0.00	0.00
Rental Tax	1	Whirlwind 40 channel snake package		1	Day Rate	0.00	0.00
Rental Tax	1	Whirlwind 40ch 3-way Head Case		1		0.00	0.00
Rental Tax	1	Whirlwind 40ch 250ft Snake		1		0.00	0.00
Rental Tax	1	Cable Ramp Kit - Guard Dog	Contains 14 cable ramp sections	1	Day Rate	0.00	0.00
Rental Tax	1	Stage Kit		1	Day Rate	0.00	0.00
Rental Tax	1	Small Mic Kit		1	Day Rate	0.00	0.00
Rental Tax	1	Feeder Kit		1	Day Rate	0.00	0.00
Rental Tax	1	SL100 Cable Kit		1	Day Rate	0.00	0.00
Rental Tax	1	Audio Images LPD		1	Day Rate	0.00	0.00
Rental Tax	1	X32 FOH Package		1	Day Rate	0.00	0.00

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Rental Tax	1	Behringer X32 Digital Mixer		1		0.00	0.00
Rental Tax	1	IEC Power Cable		1		0.00	0.00
Rental Tax	1	Behringer X32 Dust Cover		1		0.00	0.00
Rental Tax	1	Behringer X32 Case		1		0.00	0.00
Rental Tax	1	Whirlwind W1M-XLR F Fanout - 10ft		1		0.00	0.00
Rental Tax	1	Whirlwind W3 Fanout (40x0) - 10ft		1		0.00	0.00
						Audio Total:	\$0.00
Rental Tax	2	LED tree lighting kit		1	Day Rate	0.00	0.00
Rental Tax	4	4-Bar LED Par64		1		0.00	0.00
Rental Tax	4	Ultimate Stand [Black]		1		0.00	0.00
Rental Tax	2	Leviton N1000-006 6 Fader DMX Controller		1		0.00	0.00
Rental Tax	2	Leviton N1000 Wall Wart Power Supply		1		0.00	0.00
Rental Tax	2	5pin M to 3pin F DMX		1		0.00	0.00
Rental Tax	2	Leviton N1000 Case		1		0.00	0.00
Crowd Control							
Note	Client to Provide 4 Hands to Unload and reload Bike Rack At no cost to Audio Images.						
Rental Tax	1	Small bike rack trailer package	66 8ft sections of crowd control fencing on a 20ft trailer.	1	Day Rate	425.00	425.00
Rental Tax	65	Crowd Control Fencing - 8ft		1		0.00	0.00
Rental Tax	65	Crowd Control Fencing Main Body - 8'		1		0.00	0.00
Rental Tax	65	Crowd Control Fencing Narrow Base Foot		1		0.00	0.00
Rental Tax	65	Crowd Control Fencing Wide Base Foot		1		0.00	0.00
						Crowd Control Total:	\$425.00
Transportation							
Rental Tax	1	Mitsubishi 16ft Box Truck		1	Day Rate	150.00	150.00
Rental Tax	2	1-ton Pickup Truck		1	Day Rate	100.00	200.00
						Transportation Total:	\$350.00
Labor							
Labor	1	Stage Technician 9/18/2021 8:00 AM - 11:30 PM		1	Day Rate	0.00	0.00
Labor	1	FOH Engineer 9/18/2021 8:00 AM - 11:30 PM	Load In, Show, Load Out	1	Day Rate	0.00	0.00
Labor	1	SL100 Tech 9/18/2021 8:00 AM - 11:30 PM	Load In, Load Out	1	Day Rate	400.00	400.00
Labor	1	Driver - Pickup 9/18/2021 8:00 AM - 11:30 PM	Drive	1	Day Rate	0.00	0.00
						Labor Total:	\$400.00
						Subtotal:	\$4,100.00
						Sales Tax:	\$0.00
						Total:	\$4,100.00
						Total Applied Payments:	\$0.00
						Balance Due:	\$4,100.00



New York
 P.O. Box 1453
 Batavia, New York 14021
 Phone: (585) 343-4050
 Fax: (585) 343-4060
 www.audioimagesonline.com

Quote Number	21-0120
Name	SL100 @ Pittsford Food Truck &
Account Manager	Sebastian Marino
Quote Date	7/7/2021

Client
Alison E. Burchett Assistant Recreation Director Town Of Pittsford 35 Lincoln Ave. Pittsford, NY 14534 Tel: 585-248-6287 Fax: 585-249-5408

Venue / Site
In The Street. TBD

Ship Date	Return Date	Status	Terms	Total
9/18/2021 8:00 AM	9/18/2021 11:30 PM	Tentative	Day of show	\$4,100.00

This contract is issued pursuant to the quote/invoice(s) between Client named above and Audio Images Sound & Lighting Inc., effective see above for date (s) (the quote/invoice). This contract is subject to the terms and conditions listed on our website at audioimagesonline.com and also information contained in this quote/invoice between the parties and is made a part thereof. In the event of any conflict or inconsistency between the terms of this contract and the terms of this Agreement, the terms of this contract shall govern and prevail. This quote/invoice (hereinafter called the contract), effective as listed above is entered into by and between Audio Images and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this contract, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this contract and the terms of the Exhibit(s)/quote/invoice hereto, the terms of the body listed above of this contract shall prevail. Audio Images Sound & Lighting Inc. shall provide the Services and Equipment Deliverable(s) as follows: Please see list of equipment listed above in quote/invoice. Client Responsibilities at no additional cost to Audio Images Sound & Lighting Inc. To provide Audio Images with the Artist(s) most up to date rider or contract or Artist(s) equipment requests well in advance. To provide payment in full. To provide a safe clean work venue. To provide meal(s) during the event or hotels if discussed and noted on the quote/invoice above. To provide secure parking for the Audio Images workers and delivery vehicle(s). To provide Audio Images with a professional sober additional labor force if needed to assist with the set up and take down of the equipment as well as professional certified riggers, stage hands, fork operator, etc. while on site at the venue. The client will indemnify, Protect and hold Audio Images harmless from any losses, damages, injuries, claims, and expenses arising out of the use of the equipment regardless of where, how or by who operated. ~~The client will assume the defense of and settlement of any legal proceedings brought to enforce such losses, damages, claims or demands and expenses. The client will also pay all costs and expenses, including reasonable counsel fees, incurred by Audio Images in enforcing any of its rights or remedies under this contract and the terms and conditions listed on our website at audioimagesonline.com.~~ The indemnities and assumptions of liabilities and obligations will continue in full force after the termination of this contract. Client will grant permission to Audio to repossess the equipment at the venue/job site or location elsewhere at any time. ~~In the event that the equipment is stolen lost or not returned within 7 days of the agreed return date, the client will be obligated to pay Audio Images the list price of the equipment. If damaged the Client will be obligated to pay Audio Images the repair cost. If the equipment is not returned to Audio Images on the date and time specified in good working order the client will continue to pay maximum rental rate until return plus a late charge of \$20.00 per item per day.~~ Equipment can only be used at the venue or job site listed above. The client will not remove any Audio Images Inventory label/barcode from the equipment for any reason. All deposit(s) and compensation agreed upon is NON-REFUNDABLE. ~~CLIENT SHALL NAME AUDIO IMAGES AS ADDITIONAL INSURED ON THEIR INSURANCE POLICY AND PROVIDE AUDIO IMAGES WITH A WRITTEN COPY OF VALID PROOF IN ADVANCE.~~ Client agrees to compensate Audio Images the full amount listed above on the quote/or final invoice less any deposit(s) ~~at time of load in before the truck is unloaded~~ on the date of the event. In the event the payment is not made in full Audio Images can cancel the rental/services or pursue full payment with legal action. If the Client is simply picking up the equipment at Audio Images warehouse the client must make payment in full before the equipment can be released. By signing below the Client has caused this contract to be effective as of the day, month and year first written above.

Please sign scan or take a photo and email to your account manager or fax to 585-343-4060

AS
 7/26/21

Date: _____
 Company Signature: _____
 Name/Title: _____

Date: _____
 Client Signature: _____
 Name/Title: _____



3353 BRIGHTON HENRIETTA TOWNLIN
 ROCHESTER, NY 14623
 catalog.mccarthyevents.com
 585-321-1000 Phone
 585-486-1050 Fax

Status: Quote

Quote #: q29371-1

Event Beg: Sat 9/18/2021 9:00AM

Event End: Sat 9/18/2021 12:00PM

Operator: Jamie Peskor

Terms: NET30

Customer #: 2937

TOWN OF PITTSFORD

Phone 585-248-6281

35 LINCOLN AVE

PITTSFORD, NY 14534

Ordered By: ALISON BURCHETT 585-248-6287

Delivery Sat 9/18/2021 5:00AMMAIN ST
PITTSFORD, NY 14534**Pickup Sat 9/18/2021 9:30PM**MAIN ST
PITTSFORD, NY 14534

TRUCK CAN ENTER SITE FROM LOCUST ST

TENT MUST BE UP AND READY BY 11AM

Qty	Items Rented	Each	Price
1	20'X60' HIGH PEAK TRACKED FRAME WHAT SURFACE IS THE TENT GOING ON?: ASPHALT	\$775.00	\$775.00
1200	TENT SECURING, CONCRETE/SQ FT	\$0.30	\$360.00
160	PERIMETER LIGHTING, PER FT.	\$0.85	\$136.00
1	DIMMER SWITCH 1000 WATT MAX LOAD	\$25.00	\$25.00
1	EXTENSION CORD, LIGHTING	\$5.00	\$5.00
4	GLOBE LANTERNS, ROYAL PURPLE PAPER IRR	\$15.00	\$60.00
1	EXTENSION CORD, LIGHTING	\$5.00	\$5.00
4	GLOBE LANTERNS, DARK BLUE PAPER IRR	\$15.00	\$60.00
25	48" ROUND TABLE SETUP OF TABLES NOT INCLUDED	\$12.00	\$300.00
15	COCKTAIL TABLE, 30"X42" HIGH, ROUND	\$12.50	\$187.50
40	6' BANQUET TABLE SETUP OF TABLES NOT INCLUDED	\$11.50	\$460.00
300	WHITE FOLDING CHAIR SETUP AND TAKEDOWN OF CHAIRS IS OPTIONAL & IS LISTED AS A SEPARATE LINE ITEM	\$2.20	\$660.00
6	WHITE PICKET EVENT FENCE, 10' SECTION	\$58.25	\$349.50
25	KWIK COVER, 48" ROUND, WHITE W/ HOLE	\$4.25	\$106.25
15	KWIK COVER, 30" ROUND, WHITE	\$4.25	\$63.75
10	SAND BAGS	\$0.00	\$0.00
1	DELIVERY, 14534	\$100.00	\$100.00
1	SAME DAY DELIVERY/PICKUP	\$200.00	\$200.00
1	OFF HOURS DELIVERY/PICKUP	\$200.00	\$200.00

Price quoted valid for 30 days.**There is no guarantee of product availability without deposit.**

MT&E AGREE TO PROVIDE LESSEE WITH PROOF OF GENERAL LIABILITY INSURANCE AND NAME THE TOWN OF PITTSFORD AS ADDITIONAL INSURED. *AB 7/25/2021*

Quote

*This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. READ THEM CAREFULLY!
 *If equipment does not function properly or is deemed unsatisfactory in some way, notify MT&E within 5 hours of event to allow time to rectify the situation or no refund or accommodation will be made.
 *Customer is responsible for accurately describing delivery location and conditions. Failure to do so can result in EXTRA CHARGES.
 *LESSEE UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO A FINAL AUDIT BY MT&E. Lessee authorizes additional charges to be made to his account and payment by method used at the time of reservation.
 *LESSEE AGREES TO PAY A 50% CANCELLATION FEE ON TENT AND TENT RELATED ITEMS IN THE EVENT THAT A TENT IS REMOVED FROM AN ORDER within 7 days of the event AND A 25% FEE within 30 days of the event.
 *FINAL COUNTS are due 10 days prior to event. NO CHANGES ALLOWED TO NON TENT RELATED ITEMS after that time!
 *ALL DEPOSITS ARE NON REFUNDABLE but transferrable! A 3% Credit Card Convenience fee will be added to all orders over \$3500
 *By signing below you certify that you have read and agree to all terms of this contract

Rental:	\$3,383.00
Sales:	\$570.00
Delivery Charge:	\$100.00
Subtotal:	\$4,053.00
Total:	\$4,053.00
Paid:	\$0.00
Amount Due:	\$4,053.00

Signature: _____

TOWN OF PITTSFORD



TERMS AND CONDITIONS OF RENTAL CONTRACT LARGE PRINT VERSION

1. For good and valuable consideration, you and McCarthy Tents & Events, LLC, a New York limited liability company ("MT&E") agree as follows: As used herein, "Page 1" refers to the first page or "face" of this Contract; "Contract" refers to Page 1 together with these Terms and Conditions of Rental Contract, "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on Page 1; "Site" means the delivery or use address set forth on Page 1; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "Lessor," "we," "us" and "our" mean MT&E.
2. You agree to rent the Rented Item(s) from MT&E for the period(s) specified on Page 1 (the "Term"), and to pay our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by MT&E. Unless otherwise specifically agreed by MT&E, all rental rates are for normal use of the Rented Item(s) on a single-event basis during the Term. The Rent will be increased for overtime, overuse, misuse and abuse. No allowance will be made for time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay MT&E: (i) the Estimated Rent, together with any deposit specified on Page 1 (or if none, 25% of the Estimated Rent) prior to commencement of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) MT&E may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability hereunder; and (iv) all Prepayments are **NON-REFUNDABLE**. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned, and will become the property of MT&E.
3. If we agree to deliver and/or retrieve any Item(s), you will: (a) pay our regular charge(s) therefor, and for time spent awaiting access to the Site; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have timely and adequate access to the Site. We will not be responsible for delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify and hold harmless MT&E. If you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities).
4. Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each Item: (i) is in good repair and operating condition, free of defects, and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected solely by you, not based on any recommendation by MT&E; and (b) you: (i) have received, read and understood the training, instructions, user manuals, maintenance requirements, and other information, if any (including all training required under any and all applicable EPA, OSHA, NFPA, and/or ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s), (collectively, "Instructions"); (ii) will fully comply therewith; (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to governmental authorities; (vi) will timely obtain all necessary licenses, authorizations and approvals (including without limitation, the approval of the owner(s) of any real property on which any tent(s) and/or other temporary structure(s) is/are to be installed); (vii) will ensure all underground utilities are clearly marked before driving stakes or using any Item(s) to disturb the ground surface (you must call 811 at least 2 full business days in advance, unless you engage MT&E to do so for an additional fee); (viii) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); (ix) will create and post in a conspicuous place, an **OSHA-COMPLIANT EVACUATION PLAN** for all rented tents and other temporary structures; and (x) will ensure that all others comply with this Section.



TERMS AND CONDITIONS OF RENTAL CONTRACT LARGE PRINT VERSION

5. You will ensure that each Item is used safely and only: (a) for the manufacturer's intended purpose(s); (b) within its rated capacity; (c) at the address set forth on Page 1 (the "Site"); and (d) otherwise in full compliance with the Instructions, as well as all applicable laws, rules and regulations, and policies of insurance at all times. You will not, nor will you permit anyone else to: (i) permit the use of open flames other than chafing dishes, in or under any rented tent; (ii) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; (iii) violate any applicable policy of insurance or warranty; or (iv) take possession of or exercise control over any Rented Item without MT&E's prior consent, granted, conditioned or withheld in our sole discretion.
6. You will protect each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to MT&E on time, clean and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, you will pay MT&E: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) any and all costs and expenses, both direct and indirect, MT&E may incur in connection with your failure to do so.
7. Certain Rented Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all such Rented Items are clean and properly Packed, using the same packing materials. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD OR MILDEW, FOR WHICH YOU WILL BE LIABLE.**
8. In the event of a Malfunction (as defined in Section 4), you will immediately notify MT&E, and provided the Malfunction did not result from your breach of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as possible; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedy is EXCLUSIVE. MT&E will have no other obligation(s) regarding Malfunctions, all of which you hereby waive.
9. **WARNINGS: (A) TENTS AND EQUIPMENT USED FOR COOKING AND/OR HEATING IS/ARE INHERENTLY DANGEROUS** AND SHOULD BE USED, MOVED, MAINTAINED AND REPAIRED WITH GREAT CARE ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS; AND **(B) TEMPORARY STRUCTURES, SUCH AS TENTS, MAY MOVE, LEAK, COLLAPSE, OVERTURN OR CATCH FIRE, PARTICULARLY DURING HAZARDOUS WEATHER (e.g., heavy rain, snow, sleet, hail and winds over 25 mph).** If hazardous weather occurs or threatens, you will: (a) cause all persons to DISCONTINUE USING AND EVACUATE the Rented Item(s); (b) protect all Rented Item(s) and its/their contents; and (c) **PERMIT MT&E TO DELAY DELIVERY, INSTALLATION AND/OR USE OF, OR DISMANTLE AND/OR RETRIEVE ANY RENTED ITEM(S)** (without obligating us to do so). TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, **YOU ASSUME ALL ASSOCIATED RISKS**, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS MT&E AS PROVIDED IN SECTION 15 HEREOF.
10. You agree to maintain at your sole cost, any and all insurance MT&E may require, which may include liability insurance coverage, host liquor liability ("Dram-Shop") coverage, and/or property damage/inland marine insurance covering the Rented Items, on such terms as MT&E deems appropriate, naming MT&E as an additional insured and loss payee, waiving subrogation against MT&E and being primary and non-contributory.
11. If and only if, we have offered, and you have elected to purchase the **OPTIONAL DAMAGE WAIVER** (set forth on Page 1, if available) and paid the Damage Waiver Fee referenced therein prior to commencement of the Term, you will have no liability to MT&E for 90% of the cost to repair or replace



TERMS AND CONDITIONS OF RENTAL CONTRACT
LARGE PRINT VERSION

Rented Item(s) covered by Damage Waiver ("Covered Items") which suffer physical damage during the Term; provided however, that you will remain 100% liable for: (a) damage to or loss of: (i) Item(s) not covered by Damage Waiver; (ii) Covered Items lost or damaged as a result of: (A) your breach of this Contract; (B) any failure to return Rented Item(s) to MT&E as required under this Contract; (C) gross negligence, misuse and/or abuse; (D) vandalism and/or malicious mischief, (E) use of alcohol or drugs; and/or (F) use of any Rented Item in violation of this Contract or any applicable law or policy of insurance; and (b) 10% of all repair/replacement costs for Covered Items. You may decline Damage Waiver by initialing in the appropriate space on Page 1. **DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.**

12. Except with respect to Rented Items which MT&E rents from one or more third parties (each, an "Owner") and then re-rents to you ("re-rented items"), MT&E owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including re-rented item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim or encumbrance on any Rented Item.

13. **You may not transfer, sublease or assign any Rented Item or this Contract** without the prior written consent of MT&E (in its sole discretion). MT&E may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you will attorn to the assignee, and such assignee shall not be responsible for any pre-existing obligations or liabilities of MT&E.

14. MT&E IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S) OTHER THAN ITEM(S) SPECIFICALLY IDENTIFIED AS "MT&E HANDBUILT ITEMS." ACCORDINGLY, EXCEPT ONLY TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW, ALL SUCH ITEMS ARE PROVIDED "**AS-IS,**" AND **MT&E MAKES NO WARRANTY,** EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS, COURSE OF BUSINESS, USAGE OF TRADE, AND/OR WORKMANLIKE PERFORMANCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY MT&E, NOR DOES MT&E MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY MT&E OR ANY OWNER SHALL BE DEEMED TO CONSTITUTE REPRESENTATIONS OR WARRANTIES.

15. **TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK** OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, PERSONAL INJURIES (INCLUDING DEATH), PROPERTY DAMAGE, AND ANY AND ALL OTHER LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE PROVISION, SELECTION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY RENTED ITEM(S) OR SERVICE(S); AND (B) **HEREBY RELEASE AND DISCHARGE MT&E AND EACH OWNER** FROM AND AGREE TO **INDEMNIFY, DEFEND AND HOLD HARMLESS MT&E, EACH OWNER, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES.** You hereby waive all rights, remedies, claims, damages and setoffs conferred upon you under applicable law (including without limitation, the Uniform Commercial Code as adopted in New York), as well as all incidental, consequential, special, and punitive damages,

against MT&E and each Owner. LESSEE DOES NOT WAIVE ANY CLAIMS ARISING FROM LESSOR'S ACTS OR OMISSIONS.

Pittsford Food Truck and Music Fest

Vendor Agreement

Hammerl Amusements

Vendor Terms of Operation: Vendor agrees to provide amusement rides for the Pittsford Food Truck and Music Fest sponsored by the Town of Pittsford located on South Main St. in the village of Pittsford.

Pittsford Food Truck and Music Fest - September 18, 2021 - 12-9PM (event hours)

Fee: The Town shall pay to the Vendor \$8,400.00. Such fee shall be paid within 15 business days after the event.

Equipment: Vendor shall furnish and install any and all equipment for the event. This includes all necessary electrical equipment to power the rides along with any additional equipment that is required for set up. When setting up their equipment, Vendor shall consider the safety of all festival patrons.

Vendor shall provide the following:

September 18, 2021 - 12-9PM

1. Spinner Ride (35x35)
2. Dizzy Dragon (30x30)
3. Ladder Climb (15x30)
4. Inflatable Slide

Setup: Vendor setup time will begin at 5:00PM on Friday, September 17. All set up and inspections must be complete no later than 11:30AM on the date of the event. Vendor vehicles and trailers must be removed from the festival site by 11:30AM and parked in the designated Vendor parking area. Vendor shall remove all equipment and other property from the area immediately following the completion of the event 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. Vendors are not permitted to breakdown rides until the completion of the event and the area is clear of all attendees.

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.

Vendor is required to provide proof of general liability insurance listing the Town of Pittsford as additional insured.

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, with no obligation whatsoever to the Vendor.

In the event that the Town terminates the agreement for any reason other than a breach by Vendor, the Town shall pay a 20% cancellation fee for any termination occurring 24 hours or more in advance of the event or the full balance if the termination occurs within 24 hours of the event.

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 _____
Lynn Ritchie
Hammerl Amusements

Town of Pittsford _____ Date _____
William A. Smith, Town Supervisor

PLEASE RETURN THIS SIGNED AGREEMENT BY September 1, 2021 TO:

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

YOUNG EXPLOSIVES CORPORATION
Fireworks Exhibition Agreement

This agreement made this 29 day of July, 20 21 by and between Young Explosives Corporation of Rochester, NY, hereafter designated **Young**, and

Town of Pittsford
11 South Main Street
Pittsford, NY 14534

hereafter designated the **customer**, providing for the sale of and an exhibition of fireworks to be located at

Powers Farm Property - 91 Golf Ave

on the date of Saturday September 18, 20 21 in a location to be designated by the customer and approved by Young.

The parties hereto mutually agree, one with the other, as follows:

1. Guaranteed Exhibition of Fireworks

Young agrees to furnish an exhibition of fireworks substantially in accordance with the program submitted and that it shall be of first quality and properly made. Young shall supply a sufficient number of technicians to execute the display in a safe and artistic manner. Young guarantees that the display will be performed to any specifications outlined in this contract or in any approved addendums.

2. Spectator Control

The customer agrees to furnish sufficient protection, by either barricades, rope lines, or other dividers, at all points from the discharge area to prevent and keep spectators from entering the area and agrees to furnish ample police protection to Young's property and for the assembly, firing and dismantling of the exhibition without interference from the public. The customer shall defend, indemnify and hold Young harmless for any liability because of the customer's negligent breach of this Section 2.

3. Permits

The customer agrees to procure and pay for all necessary permits and licenses which may be required by the municipal authorities. Young will apply for and obtain necessary permits and licenses on behalf of the customer if noted on page 2 of the contract or if notified by written notice from the customer. In that event, customer will pay in advance to Young the amount needed to pay for the permits and licenses. Permit and licensing fees are non-refundable unless refunded by the licensing authority. Customer assumes the responsibility for seeking a refund when applicable.

4. Insurance

- a) Young agrees to procure liability insurance for \$ 2,000,000.00 coverage and zero deductibility on behalf of the customer. The insurance cost is included in the payable sum shown on this agreement.
- b) Young will provide Workers' Compensation and Disability for the fireworks technicians.

5. Postponement or Cancellation

- a) Young agrees that in the event of rain or inclement weather, a reasonable postponement may be made with *no extra charge*.
- b) If the customer cancels the exhibition, Young reserves the right to bill the customer for travel expenses incurred, labor performed, and for the cost of the insurance.
- c) If the customer cancels the exhibition before Young's technicians have been dispatched to the site, there will be *no charge*. However, customer is responsible for the actual expenses incurred by Young for special work and for nonrefundable fees outlined in this contract. Young may retain from any deposit or invoice the customer the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable.

6. Terms of Payment

- a) Check box that applies: Young requires no down payment. Young requires a down payment of \$ _____, due by _____ 20 ____ If the exhibition is canceled the deposit will be refunded, less the expenses for which Young is entitled to reimbursement under Paragraph 5 above.
- b) The customer agrees to pay Young, or his agent, the total sum of Three Thousand Dollars for an exhibition of fireworks, which will include fireworks, insurance and technicians and expenses incurred by Young, forthwith at the end of said exhibition.
- c) In the event of customer's failure to pay when due all sums due Young under this contract, Young shall be entitled to collect from customer its reasonable cost of collection, ~~including interest and reasonable attorney's fees.~~

7. Counterpart Execution; Electronic Signatures

This Agreement may be executed in any number of counterparts with the same effect as if all the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Facsimile and electronic signatures shall be deemed original signatures for all purposes of this Agreement.

Total sum 3,000.00 Dollars

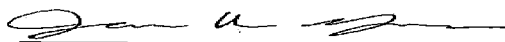
Young Explosives Corp.
Display Fireworks

(800) 747-1781
(585) 394-1783
(585) 396-2663 Fax
P.O. Box 18653
Rochester, NY 14618

YoungExplosives.com

E-Mail: fireworks@youngexplosives.com

The parties sign below:



Young Explosives Corp.

James R Young

(Print Name)

Customer Signature

(Print Customer Name)

President

Title

Title

8. Headings

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

9. Entire Agreement

This Agreement for the fireworks Display constitutes the entire agreement between the Parties with respect to the subject matter here, of and there are no other understandings, whether oral or written, regarding the subject matter hereof.

Customer Contact Name(s)

Jessie Hollenbeck
Recreation Director

Send Invoice to:

Address on front OR Name/Address below

Additional Contact Name/Information

Telephone (with Area Code)

Work: 585-248-6284
Fax: _____
Home: _____
Cell: 585-944-6575
Email: jhollenbeck@townofpittsford.org

Work: _____
Fax: _____
Home: _____
Cell: _____
Email: _____

Insurance Information: Please list all parties to be listed as additional insured. Young will extend coverage to the entities listed below as additional insured. **Customer is responsible for providing all information needed for full insurance coverage.**

Town of Pittsford; Roger S. Powers (Property Owner); Power's Schoen Properties; Powers
Pittsford Farms: Powers Farm Market

Customer Requests

Time of show: 9:00 AM PM

List special requests, such as ground pieces, shells, finale, quantity or time requirements. List any other special requests such as salutes at certain times (i.e., if the show is a surprise for someone), etc.

Permits

Customer to apply for the Permit(s) and provide Young with a copy 14 days prior to event

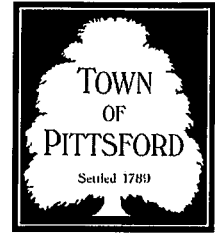
Young to apply for the Permit(s) on your behalf:

Customer to pay the amount of \$ _____. Includes permit cost and fees. (Permit costs subject to change by the municipality)

ADD the above permit costs to the show price on the front of the contract.

INCLUDE the above permit costs in the show price on the front of the contract.

MEMORANDUM



To: William A. Smith and Pittsford Town Board

From: Jessie R. Hollenbeck, Recreation Director

Date: June 30, 2021

Regarding: 2021 Community Festival - Temporary Access Licenses

For Meeting On: August 3, 2021

Ladies and Gentlemen:

Attached is a sample temporary access licenses for the 2021 Pittsford Food Truck and Music Fest.

<u>Festival Date</u>	<u>Location</u>	<u>Time</u>
September 18, 2021	South Main Street	Noon-9pm

Activity and vendor space will be provided at several properties along South Main Street. The attached sample document was drafted in cooperation with the Town Attorney.

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

I move the Town Board authorizes the Town Supervisor to sign temporary access licenses in regards to the Pittsford Food Truck and Music Fest.

TOWN OF PITTSFORD

SETTLED 1789

Recreation Department

35 LINCOLN AVENUE, PITTSFORD, NY 14534

TEL. 585-248-6280 FAX 585-248-6286

Town of Pittsford Temporary Access License:

Owner's Name: 19 South Main Street LLC (Cyndi Weis)

Property Address: 19 South Main Street
Pittsford, NY 14534

The undersigned, as owner of real property known as 19 South Main Street, Pittsford, NY 14534, in consideration of one dollar, receipt whereof is hereby acknowledged, does hereby grant to the Town of Pittsford, a municipal corporation with offices at 11 South Main Street, Pittsford, New York, a Temporary Access License for permission to enter upon the premises above described, on foot or vehicle and with machinery, tools, or equipment, as necessary, for the following purpose:

To accommodate space for equipment, and permit parking during the Town's Food Truck and Music Fest. The Town of Pittsford also has permission for general use of outside water and electric services for event needs.

Time of Temporary Access License – Pittsford Food Truck and Music Fest:

Start Time: 5:00am Saturday, September 18, 2021

Finish Time: 11:30pm Saturday, September 18, 2021

Actual Event Time: 12:00pm Saturday, September 18 - 9:00pm Saturday, September 18, 2021

This Temporary License is granted upon the following conditions:

1. The Town will restore the surface of all disturbed areas to substantially the same condition as existing prior to the Town's entering the premises.
2. The Town will use all reasonable precautions to preserve and save from damage or destruction any trees, shrubbery, fences, posts and lamps within the area.
3. The Town will name 19 South Main Street LLC as an additional insured under the Town's liability insurance policy with respect to the Food Truck and Music Fest.

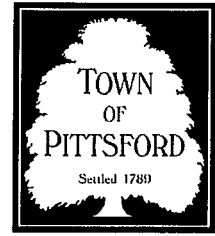
Owner

Date

Town of Pittsford Representative

Date

MEMORANDUM



To: William A. Smith and Town Board

From: Jessie Hollenbeck, Recreation Director

Date: July 27, 2021

Regarding: Fall 2021 Recreation Programs

For Meeting On: August 3, 2021

The attached list of programs constitutes the list of fall 2021 recreation programs we anticipate offering.

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 approve the Recreation Department's 2021 fall programs and authorize the Town Supervisor to sign instructor contracts as required.

Town of Pittsford – Recreation Department

New Proposed Programs for Fall 2021

Me and My Grown Up

Stephanie Tozer

This class will be the perfect introduction to dance for your toddler that you can experience right with them. They will learn class structure as well as basic steps and vocabulary in a fun and exciting environment. Toddlers are required to wear a leotard, tights, and ballet slippers to each class.

Introduction to Watercolor

Hannah Slaughter

Teens are invited to come explore all that watercolor paints can do! Join the instructor for a five-week journey to explore what it's like to paint with watercolors. First, students can expect to learn and become familiar with various water color techniques. From there, they will begin working on a final piece that will be completed by the end of the session.

Harry Potter Etiquette

Etiquette Chics

Join Harry Potter and discover the magic of dining and social etiquette. We will serve up Harry Potter themed cupcakes where we cover simple mealtime etiquette. We will enjoy fun, educational, Harry Potter themed activities where we cover social skills (that rival Hogwarts' English boarding school!) Butterbeer (non-alcoholic of course! made with cream soda) will be served as well. All will leave with a favor.

College Interview Etiquette & Preparation

Etiquette Chics

This class consists of covering steps that help you "stand out" in your college interview. This three step program covers: 1. Preparing for the Interviewing: Asking questions, dressing for success, what to bring (your portfolio) and more. 2. Acing the Interviews: Posture, eye contact, answering and conversation details, saying good-bye and additional non-verbal communication. 3. Writing the perfect "thank you note": "Thank you" note basics, practice writing a "Thank You" note, timing details and more.

Habitat Restoration Course

Jane McConnochie

A unique opportunity to learn about ecological principles while working in multi-age teams to restore wildlife habitat in and around Pittsford! Through project-based learning activities, you will learn plant identification skills, as well as basic horticulture and arboriculture. In addition to planting trees and other native perennials, we'll explore topics such as the carbon cycle, plant biology, local wildlife, and invasive species in the fun and friendly atmosphere!

Baton Twirling Lessons

Jessica Pereyra

Baton Twirling is a sport combined with artistic expression, where athletes twirl a baton while dancing to music. Athletes will learn the basic compulsory techniques of baton twirling and develop additional skills as they progress through varying degrees of difficulty and complexity

with tricks and dance movements. Jessica Pereyra has taught baton twirling to children of all ages for over 28 years. Come check out this new opportunity and amazing sport of baton twirling!

Town Historian Open House

Audrey Johnson & Vicki Profitt

The Pittsford Town Historian's office has moved from the Town Hall to the Pittsford Community Center. You're invited to visit the office any time between 10AM–12PM to see the new space! Town Historian Audrey Johnson and Deputy Town Historian Vicki Masters Profitt will be on hand with exhibits showcasing Pittsford's history. Light refreshments will be served. We look forward to seeing you!

Fall Cookie Decorating Class

Peggi Heissenberger

Learn EASY decorating techniques to elevate your cookie making to an artful level! You will receive instruction, recipes, and a container to take home your "samples." All supplies are provided for this FUN class!

Holiday Cookie Decorating Class

Peggi Heissenberger

Learn easy decorating techniques. We will make different styles including fun, fancy and elegant designs. These make great gifts. You will receive instructions, recipes, and a container to take home your "samples." All supplies provided for this FUN class.

PlyoJam Cardio Dance Fitness

Lindsey Miller

Train like an athlete. Dance like a popstar! PlyoJam is a cardio dance fitness class designed for all skills and fitness levels. This class blends the fun of easy to follow dance choreography with athletic drills for a class that feels more like a party than a workout. This addictive class will get your heart pumping and body moving while you dance your heart out to a killer playlist.

Just Dance!

Lindsey Miller

Just Dance! Learn fun dance combinations set to popular dance music in this open level dance class. Whether you are a professional dancer or are reliving your childhood dreams and dusting off your old dancing shoes, you will have a blast in this dance class. Styles may include jazz, modern, funk, hip hop and contemporary. Wear comfortable clothes you can move in and bring sneakers, jazz shoes or both!

WERQ Dance Fitness

Monique Ricci

WERQ is a wildly addictive cardio dance workout based on the latest pop and hip hop music. Our mission is to create a judgment free dance space built on good vibes, a great sweat, and a supportive community.

VXN Workout

Monique Ricci

VXN workout is a dance fitness format inspired by the stage experience. Focused on improving the physical and mental wellness of women, the class experience promotes mind-body connection, emotional release, and community in addition to physical fitness.

Town of Pittsford – Recreation Department

Proposed Programs for Fall 2021

Program	Instructor
<u>Preschool</u>	
Child Watch	Recreation Staff
Preschool Adventures: Dinosaurs	Sherry Murray
Preschool Adventures: Apples	Sherry Murray
Preschool Adventures: Construction	Sherry Murray
Preschool Adventures: Under the Sea	Sherry Murray
Preschool Adventures: Chicka Chicka Boom Boom	Sherry Murray
Preschool Adventures: Monster	Sherry Murray
Preschool Adventures: Pete's a Pizza	Sherry Murray
Preschool Adventures: Kitchen Fun	Sherry Murray
Preschool Adventures: Gingerbread	Sherry Murray
Preschool Adventures	Sherry Murray
S.T.E.A.M. Powered Play	Progressive Early Learning
Sensory and Science	Progressive Early Learning
Art and Sensory Play	Progressive Early Learning
Wiggles, Giggles, and Jiggles	Lisa Magliato
Lil Athletes	Lisa Magliato
Semi-Private Gymnastics	Mary Slaughter
Peppy Pint Soccer	Mary Slaughter
Soccer Shots for Youth	Soccer Shots Staff
Little Ninja Class	James Creighton
Baby Blades Ice Skating	Pamela Warren
Parent & Tot Open Gym	Recreation Staff
Teeny Tiny Tap and Ballet	Jordan Wisset
Tiny Tap and Ballet	Jordan Wisset
Irish Dance with Dunleavy	Amy Coppola
Fairytale Ballet	Stephanie Tozer
Me and My Grown Up	Stephanie Tozer

Youth & Teen

The After School Program	Recreation Staff
After School Hiking Club	Recreation Staff
Geocaching 101	Recreation Staff
Project Wild!	Recreation Staff
Martial Arts Birthday Parties	James Creighton
Rochester Foam Dart League Birthday Parties	Rochester Foam Dart League
December Fun Camp- Funtastic Blizzard!	Recreation Staff
Superintendent's Day Fun Camp – Unbirthday Day!	Recreation Staff
Columbus Day Recess Camps – Crazy Builders!	Recreation Staff
Veteran's Day Fun Camp – Mystery, Maps & Riddles!	Recreation Staff
How Cool is That? Jr. Engineering for Kids	LQR Adventures
Mealtime Manners I	Etiquette Chics
Harry Potter Etiquette	Etiquette Chics
College Interview Etiquette & Preparation	Etiquette Chics
At Home Clay Making Kit!	Marybeth Fitzsimmons
Parent and Child Clay Class	Marybeth Fitzsimmons
Introduction to Watercolor	Hannah Slaughter
American Girl Doll Club	Sherry Murray
Peter Pan	Bravo! Creative Arts
Seussical KIDS	Bravo! Creative Arts
Disney's 101 Dalmatians KIDS	Bravo! Creative Arts
Legally Blonde JR	Bravo! Creative Arts
Broadway Kids!	Bravo! Creative Arts
Private Piano Lessons	Beth Werner
Habitat Restoration Course	Jane McConnochie
American Red Cross – Babysitter's Training	Domenic Danesi
Safety First for Children	Domenic Danesi
SAT Math Prep Course	Tina Andre
College 101: Planning & Paying	Paul Celuch
First Aid for Kids	EPIC Trainings
Pittsford Ballet Pre-Ballet	Karen Hanson
Pittsford Ballet School	Karen Hanson

Dance Camp
Irish Dance with Dunleavy
FIT Kids: Fencers in Training
Irish Hurling Skills
Junior Tennis
Indoor Junior Tennis
Junior Tennis
Soccer Shots for Youth
Edge11 Elementary Soccer Academy
Running Club
Semi-Private Gymnastics
Girls Youth Basketball
Girls Youth Basketball Camp
Boys Youth Basketball
Martial Arts for Youth
A Horse's Friend: Horsemanship
Horseback Lessons for Children
Rochester Jr. Amerks - Intro to Youth Hockey
Flag Football for Teens
Ultimate (Frisbee)
Baton Twirling Lessons

Katie Elizabeth
Amy Coppola
Rochester Fencing Club Staff
Progressive Early Learning
Jeff Wagstaff
Jeff Wagstaff
Jason Speirs
Soccer Shots Staff
Edge11 Soccer Staff
Mary Slaughter
Mary Slaughter
Maddy Brown
Maddy Brown
Glenn Anderson
James Creighton
A Horse's Friend
Park Place Farms
Rochester Jr. Amerks
Michael Carney
Michael Carney
Jessica Pereyra

Adult Programs

Guided Hikes on Pittsford Trails
Fairchild Walking Tours
Walking Tour of Pioneer Cemetery
Town Historian Open House
Watercolor Class
Making Soap the Easy Way
Basic Cold Process Soap
Bath Salts
Bath Fizzies
Pamper Those Tootsies!

Recreation Staff
Jack Butler
Audrey Johnson & Vicki Profitt
Audrey Johnson & Vicki Profitt
Kathy Armstrong
Beth Byrne
Beth Byrne
Beth Byrne
Beth Byrne
Beth Byrne

Fabulous Furnishings	Peggi Heissenberger
Fall Cookie Decorating Class	Peggi Heissenberger
Holiday Cookie Decorating Class	Peggi Heissenberger
Sweet As A Peach Card Class	Pat Miller
Hey Dude! Card Class	Pat Miller
Holiday Tidings Card Class	Pat Miller
Birthday Bash Card Class	Pat Miller
Antiques and Collectibles	Price Prazar
Bridge: Play of the Hand Continued	Mary Lyke
Bridge: Beginning Bridge: Let's play	Mary Lyke
Bridge: Defense Part 2	Mary Lyke
Bridge for the Advancing Player	Mary Lyke
Pittsford Ballet School	Karen Hanson
Belly Dance	Deborah Robinson
Ballroom Dance	Andrea Brodine
Pre-Licensing 5 Hour Course	Jon DeVecchio
Defensive Driving	Cindy St. George
American Red Cross CPR/AED	EPIC Trainings
American Red Cross First Aid	EPIC Trainings
Becoming a Notary Public	Kristin Cavallaro
Learn Spanish: Enhance Your Brain	Lourdes de la Colina-Scofield
Martial Arts for Adults	James Creighton
Martial Arts for Women	Tracy Maggio
Zumba!	Carlos Chediak
Pilates	Eva Pazral
Yoga	Eva Pazral
Yoga Therapy	Kaitlyn Vittozzi
Tai Chi Easy	Jean Sica
Zumba	Melanie Jones
PlyoJam Cardio Dance Fitness	Lindsey Miller
Just Dance!	Lindsey Miller
WERQ Dance Fitness	Monique Ricci
VXN Workout	Monique Ricci

Introduction to Pickleball

Qigong for Health & Healing

Couples Massage Workshop

Learn to Skate!

Larry Shearer

Usha Shah

Kristen Wondrack

Pamela Warren

MEMORANDUM



To: Pittsford Town Board

From: Cheryl Fleming, Personnel Director

Date: July 26, 2021

Regarding: Recommendations for Hiring/Personnel Adjustments

For Meeting On: August 3, 2021

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
Kevin Smith	Sewer	Laborer – Seasonal	\$13.00	07/23/2021

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
Kevin Smith	Sewer	Laborer – Seasonal	\$13.00	07/23/2021

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

Name	Position	Reason for Change	Rate	Effective Date
Victoria Cleary	Rec – Asst 3	Additional Rate	\$14.15/hr	08/09/2021

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):

Name	Position	Reason for Change	Rate	Effective Date
Victoria Cleary	Rec – Asst 3	Additional Rate	\$14.15/hr	08/09/2021











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.

Proposed Local Law #2: Code of Ethics

Process to Date

- 1. Background research & initial draft of ideas** (S. Townsend)
- 2. Revision of initial ideas & Introduced concept** (C. Koshykar)
- 3. Conversations** (C. Koshykar, W. Smith, R. Koegel)
- 4. Committee to Draft Proposed Law** (S. Townsend, K. Munzinger)
- 5. Presentation**

Town of Pittsford Proposed Local Law #2	West-McKinney Model	NYS Office of the Comptroller Model
Financial or Material Benefits		
Prohibition on Personal Gain May not use position for financial or material benefit Added exception for “earned compensation/experience”	○	✓
Disclosure of Interest in Legislation and Other Matters Must disclose potential direct or indirect financial or material benefit	✓	✓
Recusal Must recuse when potential direct or indirect financial or material benefit	✓	✓
Investments in Conflict with Official Duties May not acquire investments that require more than sporadic recusal Added exception for “pooled funds”	✓	✓
Private Employment in Conflict with Official Duties May not simultaneously be employed that requires more than sporadic recusal, use confidential information, violate General Municipal Law, or represent another in a matter the Town is a party to	✓	✓

Town of Pittsford Proposed Local Law #2	West-McKinney Model	NYS Office of the Comptroller Model
Future Employment Allows for employment with firms that do business with Town but prohibits work connected with transactions employee worked on as a municipal employee		
Personal Representation and Claims Permitted May still represent self or relative as a resident of Town Added “or any lawful benefit”		
Gifts \$75 limit		
Use of Town Resources No use of Town resources for personal or private purposes Added no use for political partisan purposes		
Interest in Contracts May not have an interest in Town contract under General Municipal Law		

Town of Pittsford Proposed Local Law #2	West-McKinney Model	NYS Office of the Comptroller Model
Relationships & Partisan Activity		
Nepotism No participation in decision regarding relative Added “romantic relationship”	✓	✓
Political Solicitations and Activities Prohibit directly or indirectly compelling contribution or campaigning; Prohibit contribution from pending applicant Added social media activity	○	✓
Administrative		
Confidential Information Shall not disclose confidential information Added “present or former” and Executive Sessions	○	✓
Distribution of This Code Within 30 days to officers and employees and on Town website	✓	✓
Enforcement Employees: Reprimand up to termination Town Board: Reprimanded by resolution	✓	✓

Proposed Local Law #2: Code of Ethics

Next Steps

- 1. Board Review, Feedback & Discussion**
- 2. Set Public Hearing**
- 3. Hold Public Hearing**
- 4. Vote**

All conducted in open meetings