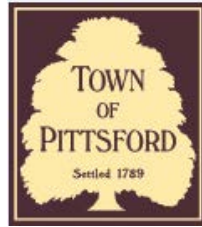


SUPERVISOR
William A. Smith, Jr.



COUNCIL MEMBERS
Kim Taylor, Deputy Supervisor
Naveen Havannavar
Cathy Koshykar
Stephanie Townsend

Town Board Agenda
Town Hall – 11 S. Main Street, Pittsford – Lower Level
Tuesday, March 5, 2024 – 6:00 PM

Call to Order

Pledge of Allegiance

Minutes

Approval of Minutes of the Meeting of February 22, 2024

Legal Matters

Public Comment
Set Public Hearing for Tobey PUD Zoning Amendments

Operational Matters

Public Comment
Harladay Hots, Inc. Vending Permit
Z-Best Foodz, Inc. Vending Permit

Recreational Matters

Public Comment
The New York State Recreation & Park Society Annual Conference Attendance

Other Business

Public Comment

Adjournment

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

ATTENDING IN PERSON

Comments:

As always, comments are open to Pittsford residents, owners of property in the Town who pay Town taxes, owners of 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/FcqTL0OYMCGU6WlccUApyUL3twz4dm9V/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 6:00 pm 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 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 2:30 pm 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. The Clerk will read your name, but not your street address unless you ask for it to be read.

2. On-Demand Video

As always, video will be uploaded to our cable access station's streaming portal subsequent to the meeting, usually within a few days. It is available on demand. You can see it here:

<https://videoplayer.telvue.com/player/FcqTL0OYMCGU6WlccUApyUL3twz4dm9V/stream/690?fullscreen=false&showtabssearch=true&autostart=true>

Minutes of the Pittsford Town Board for February 22, 2024

**DRAFT
TOWN OF PITTSFORD
TOWN BOARD
FEBRUARY 22, 2024**

Proceedings of a meeting of the Pittsford Town Board held on Tuesday, February 22, 2024, 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 Naveen Havannavar, Cathy Koshykar, Stephanie Townsend, and Kim Taylor.

ABSENT: None.

ALSO PRESENT: Staff Members: Robert Koegel, Town Attorney; Paul Schenkel, Commissioner of Public Works; Renee McQuillen, Town Clerk; Jessie Hollenbeck, Recreation Director; Cheryl Fleming, Director of HR; Kelly Eldred, Assistant to the Supervisor; Holly Jennings, Communications Assistant; Spencer Bernard, Chief of Staff.

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

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

PUBLIC HEARING FOR LOCAL LAW #3 of 2024: INCREASE THE MAXIMUM NUMBER OF MEMBERS ON THE ENVIRONMENTAL BOARD

Supervisor Smith opened the public hearing asking for public comment. Hearing none, the hearing was declared closed.

APPROVAL OF AMENDMENTS TO 457 DEFERRED COMP PLAN

Supervisor Smith took out of order proposed amendments to the 457 Deferred Compensation Plan, an item listed under Personnel Matters. Christian Sparacino of 457 Plan Group summarized the proposed updates. Changes under the Federal Secure Act 2.0 in 2022 prompted these changes. The proposed amendment for Pittsford follows the State's model document for municipalities based on the new law. Proposed changes would: allow a yearly emergency expense distribution up to \$1,000; allow a distribution to a victim of domestic abuse of up to half the account, to a limit of \$10,000; allow a distribution for recovery from a a federally-declared disaster up to \$22,000 or 100% of account balance; and allow an annual distribution of up to \$2,500 per year to pay for a family member's long term care contract.

A motion to approve the amendments was offered by Supervisor Smith, seconded by Deputy Supervisor Taylor, and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

WHEREAS, the New York State Deferred Compensation Board (the "*Board*"), pursuant to Section 5 of the New York State Finance Law ("*Section 5*") and the Regulations of the New York State Deferred Compensation Board (the "*Regulations*"), had promulgated the Plan Document of the Deferred Compensation Plan for Employees of The Town of Pittsford (the "*Model Plan*") and offers the Model Plan for adoption by local employers;

Minutes of the Pittsford Town Board for February 22, 2024

WHEREAS, The Town of Pittsford, pursuant to Section 5 and the Regulations, has adopted and currently administers the Model Plan known as the Deferred Compensation Plan for Employees of The Town of Pittsford.

WHEREAS, effective December 08, 2023, the Board amended the Model Plan to adopt provisions associated with the SECURE Act 2.0.

WHEREAS, the Board has offered for adoption the amended and restated Model Plan to each Model Plan sponsored by a local employer in accordance with the Regulations; and

WHEREAS, upon due deliberation, The Town of Pittsford has concluded that it is prudent and appropriate to amend the Deferred Compensation Plan for Employees of The Town of Pittsford by adopting the amended Model Plan;

NOW, THEREFORE, BE IT

RESOLVED, that The Town of Pittsford hereby amends the Deferred Compensation Plan for Employees of The Town of Pittsford by adopting the amended Model Plan effective January 1, 2024, including the optional provisions selected in Schedules A and B, in the form attached hereto as Exhibit A.

MINUTES OF THE FEBRUARY 6 MEETING APPROVED

A Resolution to approve the minutes of the Town Board meeting of February 6, 2024, was offered by Councilmember Townsend, seconded by Councilmember Havannavar, and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Minutes of the February 6, 2024, Town Board meeting are approved.

LEGAL MATTERS

PUBLIC COMMENTS

No comments were submitted.

APPROVAL OF LOCAL LAW #3 – INCREASING NUMBER OF MEMBERS ON ENVIRONMENTAL BOARD

A Motion was offered by Councilmember Townsend, seconded by Deputy Supervisor Taylor, and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

WHEREAS, true and correct copies of proposed Local Law No. 3 of 2024: Amending Section 185-62 of the Code of the Town of Pittsford to increase the maximum number of members on the Environmental Board, were placed upon the desks of all members of the Town Board of the Town of Pittsford, more than seven (7) calendar days, exclusive of Sunday, prior to the 22nd day of February, 2024; and

WHEREAS, there was duly published in a newspaper previously designated as an official newspaper for publication of public notices, and posted upon the bulletin board maintained by the Town Clerk pursuant to § 40(6) of the Town Law, a notice of public hearing to the effect that the Town Board would hold a public hearing on the 22nd day of February, 2024, at 6:00 P.M., Local Time, at the Town Hall, 11 South Main Street, Pittsford, New York, on said Local Law No. 3 of 2024; and

Minutes of the Pittsford Town Board for February 22, 2024

WHEREAS, the said public hearing was duly held on the 22nd day of February, 2024, at 6:00 P.M., Local Time, at the Town Hall, Pittsford, New York, and all persons present were given an opportunity to be heard, whether speaking in favor of or against the adoption of said Local Law No. 3 of 2024; and

WHEREAS, subsequent to the closing of said public hearing, and after all persons interested had been heard, the Town Board considered the adoption of said Local Law No. 3 of 2024; and

WHEREAS, it was the decision of the Town Board that said Local Law No. 3 of 2024 should be adopted.

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

RESOLVED, that Local Law No. 3 of 2024: Amending Section 185-62 of the Code of the Town of Pittsford to increase the maximum number of members on the Environmental Board, be adopted by the Town Board of the Town of Pittsford, New York, to read as annexed hereto; and it was further

RESOLVED, that within twenty (20) days subsequent to the 22nd day of February, 2024, there shall be filed with the Secretary of State one certified copy of said Local Law No. 3 of 2024.

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

**LOCAL LAW NO. 3 OF 2024:
AMENDING §185-162 OF THE CODE OF THE TOWN OF PITTSFORD TO
INCREASE THE MAXIMUM NUMBER OF MEMBERS ON THE
ENVIRONMENTAL BOARD**

Sec. 1 Title

This Local Law shall be known as “Local Law No. 3 of 2024: Amending §185-162 of The Code of the Town of Pittsford to increase the maximum number of members on the Environmental Board.”

Sec. 2 Amendment to Existing Law

The Code of the Town of Pittsford, Chapter 185, Article XXIII, shall be amended to revise §185-162 to read as follows:

§ 185-162. Membership; terms of office.

The Environmental Board shall consist of at least seven but no more than eleven members who shall be appointed by the Town Board and serve at the pleasure of the Town Board. Persons who are interested in the improvement and preservation of environmental quality shall be eligible for appointment as a member of the Environmental Board. Each member appointed to said Board shall serve until December 31 of the year in which he or she is appointed.

Minutes of the Pittsford Town Board for February 22, 2024

Sec. 3 Severability

If any clause, sentence, phrase, paragraph or any part of this Local Law shall for any reason be adjudicated finally by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Local law, but shall be confined in its operation and effect to the clause, sentence, phrase, paragraph or part thereof, directly involved in the controversy or action in which such judgment shall have been rendered. It is hereby declared to be the legislative intent that the remainder of this Local Law would have been adopted had any such provision been excluded.

Sec. 4 Effective Date

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

APPOINTMENTS TO ENVIRONMENTAL BOARD

A Motion was offered by Supervisor Smith, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that Audrey Clignett and Ethan Greene be and hereby are appointed to the Environmental Board, each for a term beginning January 1, 2024 and ending December 31, 2024.

RESOLUTION TO SET SIZE OF ENVIRONMENTAL BOARD FOR 2024

A Motion was offered by Supervisor Smith, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that for 2024 the number of members of the Environmental Board comprising the entire board be and hereby is set at nine.

RESOLUTION TO SET SIZE OF PARKS AND RECREATION BOARD FOR 2024

A Motion was offered by Supervisor Smith, seconded by Deputy Supervisor Taylor, and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that for 2024 the number of members of the Parks and Recreation Board comprising the entire board be and hereby is set at nine.

APPROVAL GRANTING AN EASEMENT TO WATER AUTHORITY IN COVENTRY RIDGE

Commissioner Schenkel explained that this proposal would allow for the Monroe County Water Authority (MCWA) to increase the size of the water main within the Coventry Ridge Subdivision. As new homes are added to a subdivision there arises a need to increase the size of the water main to meet capacity. Deputy Supervisor Taylor made a motion authorizing the Town Supervisor to sign proposed easement with MCWA, seconded by Councilmember Havannavar, and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Town Board authorize the Town Supervisor to sign the proposed water main easement to the Monroe County Water Authority, located on the Town's parcel known as Coventry Ridge Subdivision Open Space "H," near the intersection of Clover Street and Coventry Ridge. This resolution is subject to a permissive referendum and the Town Clerk is directed to post and publish the required notice of such permissive referendum.

Minutes of the Pittsford Town Board for February 22, 2024

FINANCE MATTERS

PUBLIC COMMENTS

No comments were submitted.

APPROVAL OF BUDGET AMENDMENTS

Following a review of the proposed budget amendments, a resolution to approve was offered by Supervisor Smith, seconded by Deputy Supervisor Taylor, and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

Be it resolved that the following is approved:

That \$ 9,000.00 be transferred from 1.9950.9000.1.1 (General Fund – Capital Improvements) to the Turf Maintenance Capital Reserve Fund per the contract agreement with Pittsford Central School District.

That line item 4.1989.2003 (Fleet Schedule – Highway) be increased by \$158,300.00, and item 1.1989.2025 (Fleet Schedule – Parks) be increased by \$25,000. The source of these funds will be an appropriation from the Whole Town Equipment Capital Reserve. Be it further resolved that this resolution is subject to a 30-day permissive referendum.

That line item 6.1989.2029 (Fleet Schedule – Sewer) be increased by \$72,946.00 and that the source of these funds will be an appropriation from the Sewer Equipment Capital Reserve. Be it further resolved that this resolution is subject to a 30-day permissive referendum.

That \$ 3,000.00 be transferred from 1.1990.4000.1.1 (General Fund – Contingency) to 1.7550.4000.11.1 (General Fund – Celebrations Events) for the purchase of solar eclipse glasses.

EQUIPMENT SURPLUS APPROVAL

A resolution to approve the surplus items was offered by Supervisor Smith, seconded by Deputy Supervisor Taylor, and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

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

Asset #	Description	Department	Cost	Status
11982	SKIL 7/4" CIRCULAR SAW	Highway	\$ 125.00	Disposed
11811	LINCOLN 10 TON FLOOR JACK	Highway	\$ 1,160.00	Disposed
18418	VOLVO L70H LOADER # 474-2	Highway	\$ 155,418.00	Trade in
20010	VOLVO L70 LOADER - # 475-3	Highway	\$ 157,390.00	Trade in
13933	RADAR SPEED TRAILER VEHICLE # 95	Highway	\$ 8,795.00	Disposed

FEBRUARY VOUCHERS APPROVED

Board members acknowledged review of the vouchers proposed for payment and a resolution to approve the proposed vouchers was offered by Deputy Supervisor Taylor, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

Minutes of the Pittsford Town Board for February 22, 2024

RESOLVED, that the February vouchers from numbers 164540 - 165030, totaling \$4,633,780.77 were approved for payment.

RECREATIONAL MATTERS

PUBLIC COMMENTS

No comments were submitted.

APPROVAL OF 2024 COMMUNITY EVENT BAND CONTRACTS

Supervisor Smith moved approval of 2024 Community Events Band Contracts. Councilmember Townsend seconded. Members voted as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, 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.

APPROVAL OF 2024 COMMUNITY EVENT TEMPORARY ACCESS LICENSES

Supervisor Smith moved approval of 2024 Community Events Temporary Access Licenses. Deputy Supervisor Taylor seconded. Members voted as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Town Board authorizes the Town Supervisor to sign temporary access licenses in regards to the Pittsford community festivals.

APPROVAL OF 2024 COMMUNITY EVENT INFRASTRUCTURE

Councilmember Havannavar moved approval of the proposed 2024 Community Event Infrastructure items. Deputy Supervisor Taylor seconded. Members voted as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Town Board 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 2024 community events.

PERSONAL MATTERS

PUBLIC COMMENTS

No comments were submitted.

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

The Resolution was declared passed as follows:

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

Name	Dept	Position	Rate	Date of Hire
Alexandria Lebo	Library	Library Aide – PT	\$17.14	02/26/2024
Susannah Buhrman-Deever	Library	Library Aide – PT	\$17.14	02/26/2024
Quintin LaFoe	Library	Library Aide – PT	\$17.14	02/26/2024

Minutes of the Pittsford Town Board for February 22, 2024

OTHER BUSINESS

No matters were discussed under other business.

PUBLIC COMMENT

Christine Hawker, 5 Parkridge Dr. commented.

With no further business, the meeting adjourned at 6:29 P.M.

Respectfully submitted,

Renee McQuillen
Town Clerk

EXHIBIT A

Plan Document

for the

DEFERRED COMPENSATION PLAN FOR EMPLOYEES OF THE TOWN OF PITTSFORD

Amended and Restated as of January 1st, 2024

v. 12/08/2023

Minutes of the Pittsford Town Board for February 22, 2024

Amended and Restated as of the Effective Date January 1st, 2024

**Deferred Compensation Plan
for Employees of
The Town of Pittsford
Plan Document**

TABLE OF CONTENTS

	Page
SECTION 1 DEFINITIONS	2
SECTION 2 PARTICIPATION	9
SECTION 3 AMOUNTS DEFERRED OR CONTRIBUTED.....	10
SECTION 4 INVESTMENT OF AMOUNTS DEFERRED OR CONTRIBUTED AND ROLLOVER CONTRIBUTIONS.....	13
SECTION 5 ROLLOVERS.....	17
SECTION 6 ACCOUNTS AND RECORDS OF THE PLAN	19
SECTION 7 WITHDRAWALS FOR UNFORESEEABLE EMERGENCIES; WITHDRAWALS OF SMALL AMOUNTS; LOANS.....	21
SECTION 8 DISTRIBUTIONS FROM THE PLAN AND OTHER ELIGIBLE RETIREMENT PLANS.....	26
SECTION 9 DESIGNATION OF BENEFICIARIES	35
SECTION 10 QUALIFIED DOMESTIC RELATIONS ORDERS	37
SECTION 11 ADMINISTRATION.....	38
SECTION 12 AMENDMENT OR TERMINATION	42
SECTION 13 GENERAL LIMITATIONS AND PROVISIONS.....	43
SCHEDULE A.....	S-1
SCHEDULE B.....	S-8

**Deferred Compensation Plan
for Employees of
The Town of Pittsford
Plan Document**

PURPOSE

The purpose of the Plan is to encourage Employees to make and continue careers with the Employer by providing Employees with a convenient way to save on a regular and long-term basis and thereby provide for their retirement as set forth herein. The Employer adopted this Plan by complying with the procedures set forth in the Regulations.

A Participant's benefit under the Plan is limited to the Plan Benefit, and the value of the Plan Benefit will depend upon the investment results achieved by the Investment Options in which the Participant chooses to invest. Each Participant shall be 100 percent vested at all times in his or her Plan Benefit in accordance with the terms of the Plan.

In accordance with Section 457 of the Code, all amounts of Compensation deferred or contributed under the Plan, all property and rights purchased with such amounts and all income attributable to such amounts, and all other property and rights are held in trust for the exclusive benefit of Participants and their Beneficiaries and Alternate Payees pursuant to the Trust Agreement.

The Plan and the Trust Agreement are intended to satisfy the requirements for an eligible deferred compensation plan under Section 457 of the Code applicable to governmental employers described in Section 457(e)(1)(B) of the Code, and shall be construed and administered accordingly. To the extent that any term of the Plan is inconsistent with the provisions of Section 457 of the Code applicable to governmental employers, the inconsistent term shall, to the fullest extent possible, be treated for all purposes of the Plan as amended or reformed to conform to the applicable provisions of Section 457 of the Code.

Except as otherwise provided herein, this amendment and restatement of the Plan is effective as of the Effective Date.

SECTION 1
DEFINITIONS

When used herein, the following terms shall have the following meanings:

- 1.1 “Account” means each separate account established and maintained for an Account Participant under the Plan, including, as applicable, each Before-Tax Deferral Account, Roth Account (if applicable), Rollover Account, Alternate Payee Account and Beneficiary Account.
- 1.2 “Account Participant” means each Participant, Beneficiary, Surviving Spouse, Alternate Payee or other individual with an Account.
- 1.3 “Administrative Service Agency” means an Administrative Service Agency as defined in the Regulations selected by the Committee to provide services in respect of the Plan.
- 1.4 “Alternate Payee” means any spouse, former spouse, child or other dependent of a Participant who is recognized by a Qualified Domestic Relations Order as having a right to receive all, or a portion of, the Plan Benefit with respect to such Participant.
- 1.5 “Alternate Payee Account” means the Account established for an Alternate Payee pursuant to a Qualified Domestic Relations Order.
- 1.6 “Amounts Deferred or Contributed” means the aggregate of Compensation deferred or contributed by a Participant pursuant to Sections 3.1 and 3.2, including Before-Tax Deferrals and Roth Contributions (if applicable).
- 1.7 “Before-Tax Deferral Account” means the Account or Accounts established under the Plan to record a Participant’s Before-Tax Deferrals, and the income, gains and losses credited thereto. A Beneficiary Account or Alternate Payee Account corresponding to the deceased or relevant Participant’s Before-Tax Deferrals may also be referred to as a Before-Tax Deferral Account.
- 1.8 “Before-Tax Deferrals” means that part of a Participant’s Compensation which is deferred into the Plan and is not includable in the Participant’s taxable income which, in the absence of a Participant’s election to defer such Compensation under Section 3.1, would have been paid to the Participant and would have been includable in the Participant’s taxable income.
- 1.9 “Beneficiary” means the beneficiary or beneficiaries established in accordance with the provisions of Section 9 to receive the amount, if any, payable under the Plan upon the death of a Participant or, if applicable, Beneficiary, including Designated Beneficiaries, Default Beneficiaries and Eligible Beneficiaries.
- 1.10 “Beneficiary Account” means the Account established for a Beneficiary in accordance with Section 6.2.
- 1.11 “Business Day” means, subject to Section 4.4(b), any day (measured in accordance with State time) on which the New York Stock Exchange is open for the trading of securities.

Minutes of the Pittsford Town Board for February 22, 2024

1.12 “CARES Act” means the Coronavirus Aid, Relief and Economic Security Act of 2020, as now in effect or as hereafter amended, and the applicable regulations and rulings thereunder. All references to sections of the CARES Act are to such sections as they may from time to time be amended or renumbered.

1.13 “Code” means the Internal Revenue Code of 1986, as now in effect or as hereafter amended, and the applicable Treasury Regulations and rulings thereunder. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.14 “Committee” means the Deferred Compensation Committee appointed by the Employer in accordance with the Regulations to act on behalf of Employer to administer the Plan.

1.15 “Compensation” means:

(a) all compensation for services to the Employer, including salary, wages, fees, commissions and overtime pay that is includible in the Employee’s gross income for each Plan Year under the Code;

(b) any differential wage payments defined in Code Section 3401(h)(2) pursuant to the HEART Act; and

(c) any accumulated sick pay, accumulated vacation pay and back pay paid to a Participant by his or her Employer, *provided* that such accumulated sick pay, accumulated vacation pay and back pay is received by the Plan in accordance with the timing requirements of the Treasury Regulations promulgated under Section 457 of the Code.

1.16 “Coronavirus-Related Distribution” means a distribution made from the Plan to a Qualified Participant on or after January 1, 2020 and before December 31, 2020 or such other date provided for under the CARES Act or other applicable law.

1.17 “Default Beneficiary” has the meaning set forth in Section 9.2(a).

1.18 “Designated Beneficiary” means a Beneficiary designated in accordance with Section 9.1 by a Participant (or by the Surviving Spouse of a Participant on or following the death of the Participant in accordance with Section 9.3).

1.19 “Distributee” means (a) an Employee or former Employee, (b) the Surviving Spouse of an Employee or former Employee and (c) the spouse or former spouse of an Employee or former Employee, but only to the extent such spouse or former spouse is an Alternate Payee under a Qualified Domestic Relations Order and only with regard to the interest of such spouse or former spouse.

1.20 “Distribution Waiting Period” means 45 days following a Participant’s Severance from Employment, or, to the extent that the Committee has designated a different Distribution Waiting Period under Section 8.1(e) of Schedule A, the Distribution Waiting Period as set forth in Section 8.1(e) of Schedule A.

Minutes of the Pittsford Town Board for February 22, 2024

1.21 “Earliest Retirement Date” means the earlier of (a) the date on which the Participant Severs from Employment or (b) the date the Participant attains age 50.

1.22 “Effective Date” means January 1st, 2024.

1.23 “Eligible Beneficiary” means, in accordance with Section 401(a)(9) of the Code, a Beneficiary who is, as of the time of the Participant’s death, (i) the Participant’s Surviving Spouse, (ii) the Participant’s child who has not yet reached the age of majority (within the meaning of Section 401(a)(9)(F) of the Code), (iii) a disabled Beneficiary (within the meaning of Section 72(m)(7) of the Code), (iv) a Beneficiary who is chronically ill (within the meaning of Section 7702B(c)(2) of the Code) or (v) a Beneficiary who is not more than 10 years younger than the Participant.

1.24 “Eligible Retirement Plan” means:

- (a) an individual retirement account described in Section 408(a) of the Code;
- (b) an individual retirement annuity described in Section 408(b) of the Code;
- (c) a qualified trust under Section 401(a) or 401(k) of the Code;
- (d) an annuity contract or custodial account described in Section 403(b) of the Code;
- (e) an eligible deferred compensation plan described in Section 457 of the Code that is maintained by a state, political subdivision of a state, any agency or instrumentality of a state or political subdivision of a state; and
- (f) a Roth IRA.

1.25 “Eligible Rollover Distribution” means all or any portion of the balance of the Plan to the credit of a Distributee or a Beneficiary of a Participant, except that an Eligible Rollover Distribution shall not include (a) any distribution that is (i) one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee’s Beneficiary or (ii) for a specified period of ten years or more, (b) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code or (c) any distribution due to an Unforeseeable Emergency.

1.26 “Employee” means any individual who receives Compensation for services from the Employer, including any elected or appointed officer or employee of the Employer, and any employee who is included in a unit of employees covered by a negotiated collective bargaining agreement that specifically provides for participation in the Plan. An Employee shall not include an independent contractor, a consultant or any other individual classified by the Employer as not eligible to participate in the Plan.

Minutes of the Pittsford Town Board for February 22, 2024

- 1.27 “Employer” means The Town of Pittsford
- 1.28 “Enrollment Date” means, with respect to an Employee who is eligible to enroll or be enrolled in the Plan, any payroll date on which such Employee receives Compensation, or such other date or dates as the Administrative Service Agency may establish either in lieu of, or in addition to, such dates.
- 1.29 “Financial Organization” means a Financial Organization as defined in the Regulations selected by the Committee to provide services in respect of the Plan.
- 1.30 “HEART Act” means the Heroes Earnings Assistance and Relief Tax Act of 2008.
- 1.31 “Includible Compensation” means “includible compensation” as defined in Section 457(e)(5) of the Code.
- 1.32 “Investment Fund” means each of the investment funds made available by the Committee through the Plan in accordance with Section 6.5(b).
- 1.33 “Investment Option” means each of the Investment Funds and each other investment option made available by the Committee through the Plan in accordance with Section 6.5(b).
- 1.34 “Loan Grace Period” means 90 days following the due date of a Participant’s scheduled repayment of his or her Plan loan, or, to the extent that the Committee has designated a shorter Loan Grace Period under Section 7.3(f) of Schedule A, the Loan Grace Period as set forth in Section 7.3(f) of Schedule A.
- 1.35 “Maximum Annual Number of Partial Distributions” means twelve partial lump sum payments per Plan Year, or, to the extent that the Committee has designated a different Maximum Annual Number of Partial Distributions under Section 8.1(c)(i) and (iii) of Schedule A, the Maximum Annual Number of Partial Distributions as set forth in Section 8.1(c)(i) and (iii) of Schedule A.
- 1.36 “Minimum Installment Amount” means \$100, or, to the extent that the Committee has designated a different Minimum Installment Amount under Section 8.1(c) of Schedule A, the Minimum Installment Amount as set forth in Section 8.1(c) of Schedule A.
- 1.37 “Minimum Lump Sum Amount” means \$100, or, to the extent that the Committee has designated a different Minimum Lump Sum Amount under Section 8.1(c)(i) and (iii) of Schedule A, the Minimum Lump Sum Amount as set forth in Section 8.1(c)(i) and (iii) of Schedule A.
- 1.38 “Normal Retirement Age” means any age designated by a Participant within the following parameters: (i) beginning (A) no earlier than the earliest age at which the Participant has the right to retire under the basic pension plan, if any, in which the Participant participates in connection with his or her service to the Employer and to receive immediate retirement benefits without actuarial or similar reduction because of retirement before some later age specified in

Minutes of the Pittsford Town Board for February 22, 2024

such basic pension plan or, (B) in the case of a Participant who does not participate in such basic pension plan, no earlier than age 65 and (ii) ending no later than age 72. Notwithstanding the previous sentence, a Participant who is a qualified police officer or firefighter (as defined under Section 415(b)(2)(H)(ii)(I) of the Code) may designate a Normal Retirement Age that is earlier than the earliest Normal Retirement Age described above, but in no event may such Normal Retirement Age be earlier than age 40. Notwithstanding anything in the Plan to the contrary, a Participant's designation of a Normal Retirement Age shall not control the date that payment of such Participant's benefits shall commence pursuant to Section 8.

1.39 “Participant” means an Employee or former Employee who is not deceased and who has an Account or Rollover Account under the Plan.

1.40 “Participation Agreement” means an agreement in writing or in such other form approved by the Committee, pursuant to which the Employee elects to reduce his or her Compensation for future Enrollment Dates and to have amounts deferred or contributed into the Plan on his or her behalf in accordance with the terms of the Plan.

1.41 “Plan” means the Deferred Compensation Plan for Employees of the Employer, as the same may be amended from time to time.

1.42 “Plan Benefit” has the meaning set forth in Section 6.5.

1.43 “Plan Year” means the calendar year.

1.44 “Qualified Domestic Relations Order” means any judgment, decree or order, including, approval of a property settlement agreement, that has been determined by the Administrative Service Agency to meet the requirements of a qualified domestic relations order within the meaning of Section 414(p) of the Code.

1.45 “Qualified Participant” means a Participant who meets the requirements of Section 2202(a)(4)(A)(ii) of the CARES Act.

1.46 “Qualified Roth Contribution Program” means a qualified Roth contribution program as defined in Section 402A of the Code.

1.47 “Regulations” means the rules and regulations promulgated by the Deferred Compensation Board of the State of New York pursuant to Section 5 of the State Finance Law, as the same may be amended from time to time.

1.48 “Required Beginning Date” means April 1 of the calendar year following the later of the calendar year in which the Participant: (a) attains the “applicable age” within the meaning of Section 401(a)(9)(C)(v) of the Code or (b) Severs from Employment.

1.49 “Review Committee” means the committee designated to review claims to rights or benefits under the Plan in accordance with Section 11.8 and requests for Unforeseeable Emergency withdrawals under Section 7.

Minutes of the Pittsford Town Board for February 22, 2024

1.50 “Rollover Account” means the Account or Accounts established and maintained in respect of a Participant or a Beneficiary who is a Participant’s Surviving Spouse or, if applicable, by a spousal Alternate Payee pursuant to Section 5.2(c).

1.51 “Rollover Contribution” means the amount contributed by a Participant or a Beneficiary to a Rollover Account or, if applicable, by an Alternate Payee to an Alternate Payee Account, in accordance with Section 5.2 that the Administrative Service Agency has determined would qualify as an Eligible Rollover Distribution, other than a distribution consisting of contributions to a Roth IRA, and which the Administrative Service Agency has determined may be contributed.

1.52 “Roth Account” means the Account or Accounts established under the Plan to record a Participant’s Roth Contributions, and the income, gains and losses credited thereto. A Beneficiary Account or Alternate Payee Account corresponding to the deceased or relevant Participant’s Roth Contributions may also be referred to as a Roth Account.

1.53 “Roth Contributions” means amounts contributed pursuant to Section 3.1 by a Participant to the extent that the Committee has resolved to implement a Roth Program to Section 3.1(c) of Schedule A, which amounts are:

(a) designated irrevocably by the Participant at the time of the contribution election as Roth Contributions that are being made from Compensation pursuant to Section 3.1(c); and

(b) treated by the Employer as includible in the Participant’s income at the time the Participant would have received that amount in Compensation.

1.54 “Roth IRA” has the meaning set forth in Section 408A of the Code.

1.55 “Roth Program” means a Qualified Roth Contribution Program within the Plan.

1.56 “Section 457 Transfer” means a transfer made into an Account pursuant to Section 5.1.

1.57 “SECURE Act” means the Setting Every Community Up for Retirement Enhancement Act of 2019, as now in effect or as hereafter amended, and the applicable regulations and rulings thereunder. All citations to sections of the SECURE Act are to such sections as they may from time to time be amended or renumbered.

1.58 “SECURE 2.0 Act” means the SECURE 2.0 Act of 2022, as now in effect or as hereafter amended, and the applicable regulations and rulings thereunder. All citations to sections of the SECURE 2.0 Act are to such sections as they may from time to time be amended or renumbered.

1.59 “Severance from Employment” or “Severs from Employment” means a severance from employment with the Employer within the meaning of Section 457 of the Code.

1.60 “State” means the State of New York.

1.61 “Surviving Spouse” means the survivor of a deceased Participant to whom such Participant was legally married on the date of the Participant’s death.

Minutes of the Pittsford Town Board for February 22, 2024

1.62 “Treasury Regulations” means the regulations promulgated by the Treasury Department under the Code, as now in effect or as hereafter amended. All citations to sections of the Treasury Regulations are to such sections as they may from time to time be amended or renumbered.

1.63 “Trust Agreement” means an agreement entered into in respect of the Plan between the Committee and one or more Trustees pursuant to which all cash and other rights and properties and all income attributable to such cash and rights and properties are held in trust as such agreement may be amended from time to time.

1.64 “Trust Fund” means the assets of the Plan, including cash and other rights and properties arising from Amounts Deferred or Contributed, Section 457 Transfers and Rollover Contributions which are held and administered by the Trustee pursuant to the Trust Agreement.

1.65 “Trustee” means the trustee or trustees acting as such under the Trust Agreement, and any successors thereto.

1.66 “Unforeseeable Emergency” means a (i) severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or Beneficiary, the Participant’s or Beneficiary’s spouse, or the Participant’s or Beneficiary’s dependent, (ii) loss of the Participant’s or Beneficiary’s property because of casualty, or (iii) other similar extraordinary or unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary.

1.67 “Unit” means a unit measuring the value of an Account Participant’s proportionate interest in an Investment Fund.

1.68 “USERRA” means the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 contained in chapter 43 of title 38 of the United States Code.

1.69 “Valuation Date” means each Business Day unless otherwise provided in the Plan or in an agreement between the Committee and a Financial Organization.

**SECTION 2
PARTICIPATION**

2.1 Enrollment.

(a) Eligibility and Enrollment. Each Employee shall be eligible to participate in the Plan as of any Enrollment Date following the date he or she becomes an Employee, and shall commence such participation in the Plan by duly filing a Participation Agreement and any enrollment forms or other pertinent information concerning the Employee and his or her Beneficiary with the Administrative Service Agency in a manner as prescribed by the Committee.

(b) Initial Enrollment and Subsequent Changes. Each Employee enrolling in the Plan shall provide to the Administrative Service Agency, in a complete and timely manner, at the time of initial enrollment and thereafter if there are any changes, with such information that the Administrative Service Agency determines is necessary or advisable for the administration of the Plan or to comply with applicable law.

2.2 Voluntary Participation. Participation in the Plan by Employees shall be voluntary.

2.3 Cessation of Participation. The participation of an Account Participant shall cease upon payment to the Account Participant of the entire value of his or her Plan Benefit or upon the Account Participant's death prior to such payment.

2.4 Corrective Action. If an individual is erroneously included or excluded from participation, corrective action will be taken as soon as administratively practicable to correct such erroneous inclusion or exclusion.

SECTION 3
AMOUNTS DEFERRED OR CONTRIBUTED

3.1 Participant Deferral and Contribution Authorization.

(a) Initial Authorization. A Participant may elect to defer or contribute Compensation under the Plan by authorizing, on his or her Participation Agreement, regular payroll deductions that do not individually or in the aggregate exceed the limitations of Section 3.2. Unless otherwise designated under Section 3.1(c), any Amounts Deferred or Contributed under this Section 3.1(a) shall be treated as Before-Tax Deferrals. Any initial deferral election shall be effective as soon as administratively practicable.

(b) Modifications. A Participant may increase or decrease the rate of deferral or contribution of his or her Compensation, and may make separate elections with respect to the increase or decrease of the rate of his or her Before-Tax Deferrals and Roth Contributions (to the extent applicable), within the limitations set forth in Section 3.2, as of any Enrollment Date by duly filing a new or modified Participation Agreement, or such other form authorized for such purpose by the Committee, with the Administrative Service Agency, which shall be effective as soon as administratively practicable.

(c) Roth Contributions. To the extent that the Committee has resolved on or after January 1, 2011 to implement a Roth Program pursuant to Section 3.1 (c) of Schedule A, a Participant shall be permitted to make Roth Contributions from his or her Compensation by designating a percentage of his or her initial authorization or modified authorization described in Sections 3.1(a) and 3.1(b) as Roth Contributions, which designation shall be effective as soon as administratively practicable for all future payroll periods until modified or suspended. For the avoidance of doubt, to the extent that the Committee has *not* resolved to implement a Roth Program pursuant to Section 3.1(c) of Schedule A, Participants shall not be permitted to make Roth Contributions and any provisions of the Plan as they relate to Roth Contributions, Roth Accounts, Rollover Contributions from Qualified Roth Contribution Programs and in-Plan rollovers into Roth Accounts shall not apply.

(d) Discontinuance or Suspension. A Participant may discontinue or temporarily suspend his or her deferrals or contributions, and may make separate elections with respect to the discontinuance or suspension of his or her Before-Tax Deferrals and Roth Contributions (to the extent applicable), as of any specified Enrollment Date by giving notice thereof to the Administrative Service Agency. The Administrative Service Agency shall discontinue or suspend the deferral or contribution of Compensation as soon as administratively practicable.

(e) Deferrals and Contributions After a HEART Act Distribution or Unforeseeable Emergency Withdrawal. A participant's deferrals and contributions will be suspended for a period of six months following a distribution pursuant to Section 414(u)(12)(B)(i) of the Code and, to the extent that the Committee has resolved to implement a suspension of deferrals after an Unforeseeable Emergency withdrawal pursuant to Section 3.1(e) of Schedule A, after a distribution due to an Unforeseeable Emergency withdrawal.

Minutes of the Pittsford Town Board for February 22, 2024

3.2 General Deferral and Contribution Limitations and Catch-Up Limitations.

(a) In General. The aggregate amount of Before-Tax Deferrals and Roth Contributions (to the extent applicable) that may be deferred or contributed by a Participant for any pay period shall be a minimum of \$10 and shall not exceed the lesser of:

(i) An amount as may be permitted pursuant to Section 457(e)(15) of the Code, and

(ii) 100% of the Participant's Includible Compensation for the Plan Year; *provided, however*, the maximum amount that a Participant may defer or contribute for any Plan Year may be calculated after accounting for mandatory and permissive payroll deductions, as reasonably determined by the Employer.

(b) 457 Catch-Up. Notwithstanding the limitation in Section 3.2(a), a Participant may file an election in the manner required by the Administrative Service Agency to have the catch-up limitation as set forth in Section 3.2(b) apply to the determination of the maximum amount that may be deferred or contributed during one or more of the last three Plan Years ending before attainment of the Participant's Normal Retirement Age. If the catch-up limitation is elected, the maximum aggregate amount of Before-Tax Deferrals and Roth Contributions (to the extent applicable) that may be deferred or contributed for each of the Plan Years covered by the election shall not exceed the lesser of:

(i) twice the dollar amount set forth in Section 3.2(a); and

(ii) the sum of the limitations provided for in Section 3.2(a) for each of the Plan Years the Participant was eligible to participate in the Plan, minus the aggregate amount actually deferred or contributed for such Plan Years (disregarding any amounts deferred or contributed pursuant to Section 3.2(c)).

A Participant may not elect to have Section 3.2(b) apply more than once, whether or not the Participant rejoins the Plan after a Severance from Employment.

(c) Age 50 Catch-Up. All Participants who have attained age 50 before the close of a Plan Year and who are not permitted to defer or contribute additional Compensation pursuant to Section 3.2(b) for such Plan Year, due to the application of any limitation imposed by the Code or the Plan, shall be eligible to make additional catch-up contributions in the form of Before-Tax Deferrals, Roth Contributions or a combination thereof in accordance with, and subject to, the limitations of Section 3.2(c) and Section 3.2(d) of the Plan and Section 414(v) of the Code. Age 50 catch-up contributions pursuant to Section 3.2(c) shall not exceed the lesser of:

(i) the excess of 100% of the Participant's Includible Compensation for the Plan Year over the sum of any other Amounts Deferred or Contributed by the Participant for such Plan Year; and

(ii) an amount as may be permitted by Section 414(v)(2)(B) of the Code.

Minutes of the Pittsford Town Board for February 22, 2024

(d) Certain Deferrals Must Be Roth Contributions. Notwithstanding anything to the contrary in Section 3.2(c), in the case of a Participant whose wages (as defined in Section 3121(a) of the Code) for the preceding calendar year from the Employer exceed \$145,000 (or adjusted amount under Section 414(v)(7)(E) of the Code), any additional catch-up contributions made by such Participant pursuant to Section 3.2(c) on or after the date on which applicable employer plans are required to comply with Section 603 of the SECURE 2.0 Act shall be made only in the form of Roth Contributions.

(e) Dual Eligibility. Notwithstanding anything in Sections 3.2(b) and (c) to the contrary, if a Participant who is eligible to make an additional catch-up contribution under Section 3.2(c) for a Plan Year in which the Participant has elected to make a catch-up contribution under Section 3.2(b), such Participant is entitled to the greater of:

- (i) the 457 catch-up contribution amount under Section 3.2(b); and
- (ii) the age 50 catch-up contribution amount under Section 3.2(c).

(f) USERRA. Notwithstanding the limitation provided for in Section 3.2(a), any Participant who is entitled to reemployment rights pursuant to USERRA and who is so reemployed in accordance with the provisions of such law may elect to make such additional deferrals or contributions as are permitted or required by USERRA.

(g) Excess Deferrals and Contributions. In the event that any Amounts Deferred or Contributed under the Plan for any Plan Year exceed the limitations provided for in Section 3.2, any such excess deferrals or contributions shall be distributed to the Participant, with allocable net income, in the following order (unless otherwise directed by the Participant): first, from Before-Tax Deferrals and second, from Roth Contributions (to the extent applicable), as determined in accordance with methods and procedures established by the Administrative Service Agency as soon as practicable after the Administrative Service Agency determines that the amount was an excess deferral or contribution. Distributions under Section 3.2(f) will be reportable as taxable income to the extent required by applicable law.

SECTION 4
INVESTMENT OF AMOUNTS DEFERRED OR CONTRIBUTED AND ROLLOVER CONTRIBUTIONS

4.1 Remittance of Deferrals and Contributions. All Amounts Deferred or Contributed in accordance with Section 3 shall be paid by the applicable Employer as promptly as possible, but in no event later than two Business Days from the applicable payroll date, to the Trust Fund. Thereafter, Amounts Deferred or Contributed shall be invested by the Trustee in accordance with the investment instructions received by the Trustee from the Administrative Service Agency, within two Business Days following receipt by the Trust Fund of such Amounts Deferred or Contributed (or, if later, on the first Business Day coincident with or immediately following receipt by the Trustee of the investment instructions from the Administrative Service Agency related to such Amounts Deferred or Contributed). All such Amounts Deferred or Contributed shall be invested by the Trustee (in accordance with the investment instructions received from the Administrative Service Agency) in the Investment Options provided by one or more Financial Organizations appointed by the Committee in accordance with the Regulations, and shall be held, managed, invested and reinvested in accordance with the applicable agreement entered into by the Committee or the Trustee with each such Financial Organization.

4.2 Allocation of Deferrals and Contributions. A Participant who has enrolled in the Plan pursuant to Section 2 shall, by filing a direction with the Administrative Service Agency in writing or in such other manner as the Committee may authorize, specify the percentage (in multiples of one percent) of his or her Amounts Deferred or Contributed, that shall be allocated to each Investment Option made available by the Committee. A Participant's investment allocation elections shall be applied in the same manner to both Before-Tax Deferrals and Roth Contributions (to the extent applicable).

4.3 Continuation of Deferral and Contribution Allocation. Any deferral and contribution allocation direction given by a Participant shall be deemed to be a continuing direction until changed by the Participant. A Participant may change his or her deferral and contribution allocation direction with respect to future Amounts Deferred or Contributed, as of any Enrollment Date, by giving notice in writing or in such other manner as the Committee may authorize to the Administrative Service Agency prior to any Enrollment Date. Any change to a Participant's deferral and contribution allocation direction shall be applied in the same manner to both Before-Tax Deferrals and Roth Contributions (to the extent applicable). All such future deferrals and contributions shall be invested by the Trustee in the Investment Options in accordance with such changed direction.

4.4 Transfer of Assets Among Investment Options.

(a) Transfer of Assets. As of any Valuation Date an Account Participant may direct the Administrative Service Agency, by giving notice in writing or in such other manner as the Committee may authorize, to liquidate his or her interest in any of the Investment Options and transfer the proceeds thereof to one or more other Investment Options in the proportions directed by such Participant. Account Participants may make separate transfer directions for their Before-Tax Deferral Accounts and Accounts relating to Rollover Contributions involving before-tax deferrals and their Roth Accounts and Accounts relating to Rollover Contributions

Minutes of the Pittsford Town Board for February 22, 2024

involving Roth contributions (to the extent applicable). Such direction must be made in accordance with the requirements and procedures established by the Committee and in effect at the time and in a multiple of one percent or one dollar increments of the Account Participant's interest in the applicable Investment Option.

(b) Committee's Right to Reduce or Deny Transfer Request. If the Trustee or any Financial Organization appointed by the Committee advises the Committee, or the Committee otherwise determines, that it is not reasonably able to prudently liquidate the necessary amount and transfer it from one of the Investment Options to another, the amount to be transferred with respect to each Account Participant who duly requested such a transfer may be reduced in proportion to the ratio which the aggregate amount that the Trustee or the Financial Organization has advised the Committee may not prudently be so transferred bears to the aggregate amount that all Account Participants have duly requested be so transferred. Regardless of any Account Participant's investment direction, no transfer between Investment Options may be made in violation of any restriction imposed by the terms of the agreement between the Committee or the Trustee and a Financial Organization providing any Investment Option or of any applicable law. Notwithstanding anything in this Section 4.4(b) or the Plan to the contrary, the Committee, the Trustee or the Financial Organization shall have the right, without prior notice to any Account Participant, to suspend, for a limited period of time, daily transfers between and among Investment Options for one or more days if the Committee, the Trustee or the Financial Organization determines that such action is necessary or advisable (i) in light of unusual market conditions, (ii) in response to technical or mechanical problems with the Plan's or the Administrative Service Agency's record keeping systems, (iii) in connection with any suspension of normal trading activity on the New York Stock Exchange or other major securities exchange, (iv) as a result of strikes, work stoppages, acts of war or terrorism, insurrection, revolution, nuclear or natural catastrophes or other similar events, losses or interruptions of power, other utility outages or malfunctions, or malfunctions in communications or computer services, in each case, that make it necessary or advisable to suspend trading activity, or (v) in accordance with Section 4.10.

4.5 Administrative Actions with Regard to Investment Directions. The Administrative Service Agency shall have the right to decline to implement any investment direction upon its determination that: (i) the person giving the direction is legally incompetent to do so; (ii) implementation of the investment direction would be contrary to the Plan or applicable law or governmental ruling or regulation including, Treasury Regulations; (iii) implementation of the investment direction would be contrary to a court order, including, a Qualified Domestic Relations Order; (iv) implementation of the investment direction would be contrary to the rules, regulations or prospectuses of the Investment Funds; or (v) implementation of the investment direction would be contrary to the investment guidelines or terms of any agreements applicable to the Stable Value Fund or any similar Investment Fund then available under the Plan.

4.6 Account Participant Responsibility for Deferrals, Contributions and Investment Allocations. Each Participant is solely responsible for the allocation of his or her Amounts Deferred or Contributed, and each Account Participant is solely responsible for the investment allocation of his or her Account, in each case, in and among the Investment Options. Each Account Participant shall assume all risk in connection with the allocation of amounts in and among the Investment Options and for any losses incurred or deemed to be incurred as a result

Minutes of the Pittsford Town Board for February 22, 2024

of the Account Participant's allocation or failure to allocate any amount to an Investment Option or any decrease in the value of any Investment Option. Neither the Committee, any Trustee, any Employer nor the Administrative Service Agency is empowered to advise a Participant as to the manner in which the Account Participant's Account shall be allocated among the Investment Options. The fact that a particular Investment Option is available to Participants for investment under the Plan shall not be construed by any Account Participant as a recommendation for investment in such Investment Option. If the Committee elects to make available investment guidance services or investment advice services to Account Participants, such services shall be utilized only at the voluntary election of the Account Participant and shall not limit the Account Participant's responsibility under Section 4.6 for the allocation of his or her Accounts in and among the Investment Options.

4.7 Investment Allocation of Alternate Payee Accounts. Notwithstanding any other provision of the Plan, during any period when an Alternate Payee Account is created and segregated on behalf of an Alternate Payee pursuant to a Qualified Domestic Relations Order from the Accounts of the related Participant, the Alternate Payee shall be entitled to direct the allocation of investments of such Alternate Payee Account in accordance with Sections 4.2 and 4.4, as applicable, and shall be subject to the provisions of Sections 4.5 and 4.6, but only to the extent provided in such order. In the event that an Alternate Payee fails to specify an investment direction on the date of creation of the Alternate Payee Account pursuant to Section 4.9, such Alternate Payee's Alternate Payee Account shall be invested in the same manner as the relevant Participant's corresponding Before-Tax Deferral Account, Roth Account (to the extent applicable) and Rollover Accounts on such date and, except as otherwise provided by the Qualified Domestic Relations Order, shall remain invested in accordance with such initial allocation until the Alternate Payee directs otherwise or until such time as the Alternate Payee ceases to have an Alternate Payee Account under the Plan by reason of distribution or otherwise.

4.8 Investment Allocation of Beneficiary Accounts. Notwithstanding any other provision of the Plan, during any period following the death of a Participant and prior to distribution of the entire Plan Benefit of such Participant, such Participant's Beneficiary shall be entitled to direct the allocation of investments of such Plan Benefit in accordance with Section 4.4 or, as applicable, his or her proportional interest in such Plan Benefit, in accordance with Section 4.4 and shall be subject to the provisions of Sections 4.5 and 4.6. In the event that a Beneficiary fails to specify an investment direction on the date of creation of the Beneficiary Account pursuant to Section 4.4, such Beneficiary's Beneficiary Account shall be invested in the same manner as the relevant Participant's corresponding Before-Tax Deferral Account, Roth Account (to the extent applicable) and Rollover Accounts on such date.

4.9 Initial and Ongoing Investment Allocation with respect to Rollover Contributions and Section 457 Transfers. Unless otherwise directed by the Account Participant, the same deferral and contribution allocation direction applicable to an Account Participant pursuant to Section 4.2 or 4.3, as applicable, shall apply to all Section 457 Transfers and Rollover Contributions. Notwithstanding the foregoing, in accordance with procedures established by the Administrative Service Agency, an Account Participant may make an alternative initial allocation election in accordance with the procedures set forth in Section 4.4 for any applicable Section 457 Transfer or Rollover Contribution. Thereafter, such Account Participant may direct the Administrative Service Agency to liquidate his or her interest in any of the Investment Options and transfer the

Minutes of the Pittsford Town Board for February 22, 2024

proceeds thereof to one or more other Investment Options in accordance with Section 4.4 (in each case subject to the limitations set forth in Sections 4.5 and 4.6). All Rollover Contributions shall be invested by the Trustee in the Investment Options in accordance with such directions as soon as administratively practicable.

4.10 Fund Mapping or Similar Activity. Notwithstanding anything in Section 4 to the contrary, if the Committee eliminates one or more of the Investment Funds or Investment Options or undertakes similar activity on behalf of the Plan, the Committee shall be authorized to liquidate without an Account Participant's consent and without the need for prior notice to the Account Participant the portion of each Account invested in such eliminated Investment Fund or Investment Option and direct the proceeds of such liquidation in one or more remaining or replacement Investment Funds or Investment Options in accordance with such liquidation and transfer procedures as the Committee may determine to be necessary or advisable in connection with such elimination.

**SECTION 5
ROLLOVERS**

5.1 Transfer from Another Governmental 457 Plan. Compensation previously deferred or contributed by (or contributed on behalf of) a Participant, a Beneficiary or a spousal Alternate Payee pursuant to another eligible deferred compensation plan under Section 457 of the Code maintained by another employer described in Section 457(e)(1)(B) of the Code shall be accepted for a plan-to-plan transfer to the Plan by the Trustee in the form and in the manner prescribed by the Committee. All such Section 457 Transfers shall be credited to the applicable Account Participant's corresponding Before-Tax Deferral Account or Roth Account (to the extent applicable), or a combination thereof and shall be invested in accordance with Section 4.9.

5.2 Acceptance of Assets from an Eligible Retirement Plan.

(a) Rollover Contributions in General. Amounts previously deferred or contributed by (or contributed on behalf of) a Participant, a Beneficiary or a spousal Alternate Payee under another Eligible Retirement Plan (other than a Roth IRA) that (i) are distributed to the Participant, the Beneficiary or the spousal Alternate Payee or (ii) are directly rolled over to the Plan as an eligible rollover distribution from such Eligible Retirement Plan, may be accepted as a Rollover Contribution by the Trustee in the form and in the manner specified by the Administrative Service Agency; *provided*, that Rollover Contributions of amounts from a Qualified Roth Contribution Program may be contributed only to the extent that the Committee has resolved to implement a Roth Program pursuant to Section 3.1(c) of Schedule A and any such contributions must be directly rolled over to the Plan. Notwithstanding the foregoing, other than Rollover Contributions from a Qualified Roth Contribution Program as described in the preceding sentence, the Administrative Service Agency shall not accept any Rollover Contribution, or any portion thereof, that represents deferrals or contributions under another Eligible Retirement Plan that were made from compensation that was included in the Participant, Beneficiary or spousal Alternate Payee's gross income in the year the amounts were deferred or contributed. The Administrative Service Agency may require such documentation from the distributing Eligible Retirement Plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an Eligible Retirement Plan.

(b) Written Request; Acceptance of Assets. The Administrative Service Agency, in accordance with the Code and procedures established by the Committee, shall, as soon as practicable following its receipt of the written request of a Participant, a Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee, determine whether the Rollover Contribution shall be accepted by the Plan. Any written request filed by a Participant, a Beneficiary who is a Participant's Surviving Spouse or a spousal Alternate Payee pursuant to Section 5.2(a) shall set forth the fair market value of such Rollover Contribution and a statement in a form satisfactory to the Administrative Service Agency that the amount to be transferred constitutes a Rollover Contribution. In the event the Administrative Service Agency permits the transfer of the Rollover Contribution, the Trustee shall accept such Rollover Contribution and the transfer of such Rollover Contribution shall be deemed to have been made on the Valuation Date next following the date on which it was paid to the Trust Fund.

Minutes of the Pittsford Town Board for February 22, 2024

(c) Rollover Account. The Rollover Contribution shall be maintained in a separate, fully vested Rollover Account for the benefit of the contributing Participant or the Beneficiary and, in the case of a spousal Alternate Payee, the Alternate Payee Account, and shall be invested in accordance with the investment direction of the applicable Account Participant pursuant to Section 4.9. All amounts so transferred shall be credited to the Account Participant's Rollover Account or Alternate Payee Account and shall be available for distribution at any time during the Plan Year. No other contributions shall be allocated to the Rollover Account. Any Rollover Contributions of amounts from a Qualified Roth Contribution Program shall be segregated and held in a separately designated and maintained Rollover Account from those amounts not from a Qualified Roth Contribution Program. At the election of the Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee, any Rollover Contributions or Section 457 Transfers from an eligible deferred compensation plan under Section 457(b) of the Code may be held in separately designated and maintained Rollover Accounts for 457(b) Rollover Contributions; *provided* that any such amounts from a Qualified Roth Contribution Program and any such amounts not from a Qualified Roth Contribution Program shall be segregated and held in separately designated and maintained 457(b) Rollover Accounts.

5.3 Form of 457 Transfer or Rollover Contribution. Each Section 457 Transfer and Rollover Contribution shall consist only of (i) cash and (ii) to the extent that the Employer has resolved to adopt a loan program pursuant to Section 7.3 of Schedule A, solely with respect to Section 457 Transfers and Rollover Contributions from another eligible deferred compensation plan under Section 457 of the Code maintained by a Public Employer or the Deferred Compensation Plan for Employees of the State of New York and Other Participating Jurisdictions, any outstanding loan to the applicable Account Participant under the transferring or distributing 457 plan; *provided* that (A) such outstanding loan will be subject to the same terms and conditions as in place under the transferring or distributing 457 plan, (B) an Account Participant may not make a Rollover Contribution that includes an outstanding loan unless the entire amount of such Account Participant's plan benefit under the transferring or distributing 457 plan is contributed into the Plan, (C) the source of the outstanding loan disbursement under the transferring or distributing 457 plan must have been from before-tax deferrals and (D) the Account Participant does not have a loan outstanding, or a defaulted loan that has not yet been repaid, under the Plan at the time of the Section 457 Transfer or Rollover Contribution.

5.4 Rollover of Assets to Purchase Retirement Service Credit. With respect to trustee-to-trustee transfers, a Participant or Beneficiary may elect, in accordance with procedures established by the Committee, to have all or any portion of the value of his or her Account transferred to the trustee of a defined benefit governmental plan as described in Section 414(d) of the Code; *provided, however*, that such transfer is for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under such plan or a repayment of contributions and earnings with respect to a forfeiture of service under such plan.

SECTION 6
ACCOUNTS AND RECORDS OF THE PLAN

6.1 Participant Accounts.

(a) In General. The Administrative Service Agency shall establish and maintain one or more Accounts for each Participant, including a Before-Tax Deferral Account, a Roth Account (to the extent applicable) and, as necessary, one or more Rollover Accounts (including a segregated Rollover Account relating to contributions from a Qualified Roth Contribution Program, to the extent applicable) with respect to each Participant. Each Account shall record the value of the portion of the Participant's Plan Benefit allocable to that Account, the value of the portion of his or her Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. With respect to each Participant, all Amounts Deferred or Contributed, all Section 457 Transfers and all Rollover Contributions shall be credited to his or her Before-Tax Deferral Account, Roth Account or Rollover Account, as applicable.

(b) Written Statement. Each Account Participant shall be furnished with a written statement of his or her Accounts (including the value of the interest he or she has, if any, in each Investment Option and the amount of and explanation for each allocation to or deduction from his or her Accounts) at least quarterly, which statement shall be delivered in a manner prescribed by the Committee.

6.2 Beneficiary Accounts. The Administrative Service Agency shall establish and maintain one or more Beneficiary Accounts, including, as applicable, separate Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), and Rollover Accounts with respect to each Beneficiary of a deceased Participant. Each such Account shall record the value of the portion of the deceased Participant's Plan Benefit allocable to each of the Beneficiary's Accounts, the value of the portion of the Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. Each Beneficiary shall be furnished with a written statement of his or her Accounts in the same manner set forth in Section 6.1(b).

6.3 Alternate Payee Accounts. The Administrative Service Agency shall establish and maintain one or more Alternate Payee Accounts, including, as applicable, separate Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), and Rollover Accounts with respect to each Alternate Payee. The Alternate Payee Account shall separately account for all amounts received (i) from the Participant's Rollover Account and (ii) from all amounts rolled into the Plan by a spousal Alternate Payee, pursuant to Section 5.1 or 5.2. Each such Account shall record the value of the portion of the Participant's Plan Benefit allocable to the Alternate Payee's Account, the value of the portion of the Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. Each Alternate Payee shall be furnished with a written statement of his or her Alternate Payee Accounts in the same manner set forth in Section 6.1(b).

6.4 Allocations and Credits. The establishment and maintenance of, or allocations and credits to, the Account of any Account Participant shall not vest in such Account Participant or

Minutes of the Pittsford Town Board for February 22, 2024

Beneficiary of a Participant any right, title or interest in and to any Trust Fund assets or Plan benefits except at the time or times and upon the terms and conditions and to the extent expressly set forth in the Plan and the Trust Agreement and, in the case of an Alternate Payee Account, the express terms of the Qualified Domestic Relations Order.

6.5 Plan Benefit and Trust Fund.

(a) Plan Benefit Defined. As of the close of each Valuation Date, the Plan Benefit of an Account Participant shall equal the aggregate value of his or her Accounts as of such Valuation Date. As of any date that is not a Valuation Date, a Participant's Plan Benefit shall be calculated in accordance with the previous sentence as of such date, but based upon the value of the Account Participant's Accounts as of the close of the most recent Valuation Date. The value of an Account as of a Valuation Date shall be calculated as of each Valuation Date in accordance with a methodology established by the Committee and reasonably and consistently applied to all similarly situated Account Participants and shall be based upon an Account Participant's aggregate deferrals and contributions to the Trust Fund and distributions and withdrawals from the Trust Fund, the investment performance of the Investment Options in which each Account has been allocated, and any fees, credits or debits allocable to each Account. As of each Valuation Date, each Account shall be adjusted to reflect all Units or dollars credited and Units or dollars distributed, withdrawn or deducted therefrom in accordance with the terms of the Plan and the Trust Agreement. The aggregate Plan Benefit of all Account Participants shall in no event exceed the value of the assets of the Trust Fund and may be less than such value to the extent of any unallocated expense, reserve or similar account maintained as part of the Trust Fund.

(b) Investment Options and Investment Funds. The Trust Fund shall be invested at the direction of Account Participants, in accordance with Section 4, in and among the Investment Options made available through the Plan from time to time by the Committee. Investment Options may include (i) one or more Investment Funds, (ii) a brokerage account or similar investment window through which Account Participants may direct the investment of their Accounts into Mutual Funds (as defined below) or other available investment products that the Committee designates as available for investment through such window, (iii) an individual participant loan fund to record the value of an outstanding loan made to a Participant in accordance with Section 7.3, and (iv) any other investment alternative that the Committee may make available through the Plan. Investment Funds may consist of open-end investment companies registered under the Investment Company Act of 1940, as amended ("Mutual Funds"), separately managed accounts, unregistered commingled funds, group or commingled trusts, or any combination thereof as approved from time to time by the Committee for the investment of the assets of the Trust Fund.

SECTION 7
**WITHDRAWALS FOR UNFORESEEABLE EMERGENCIES; WITHDRAWALS OF
SMALL AMOUNTS; LOANS**

7.1 Distribution for an Unforeseeable Emergency.

(a) Amount of Distribution for an Unforeseeable Emergency. Upon a showing by a Participant (or written certification by the Participant meeting the requirements of Section 457(d)(4) of the Code) of an Unforeseeable Emergency, the Administrative Service Agency may, permit a payment to be made to the Participant in an amount which does not exceed the lesser of (i) the amount reasonably needed to meet the financial need created by such Unforeseeable Emergency, including estimated income taxes and (ii) an amount which, together with any prior distribution or withdrawal, does not exceed the value of the Participant's Plan Benefit determined as of the most recent Valuation Date. Any such payment shall be made from the Trust Fund by the Trustee upon the direction of the Administrative Service Agency and shall be withdrawn by the Trustee pro rata from the Investment Funds in which the Participant has an interest, unless the Participant specifies in the request for such a payment the portion of the total amount to be withdrawn by the Trustee from each Investment Fund. The Participant shall designate the amount of the distribution that will come from his or her Before-Tax Deferral Account and from his or her Roth Account in accordance with procedures established by the Administrative Service Agency. All payments shall be made in one lump cash sum within sixty days after approval of the request.

(b) Evidence of Other Relief. A Participant must provide evidence (or written certification meeting the requirements of Section 457(d)(4) of the Code) that the amount requested for an Unforeseeable Emergency may not be fully relieved (i) through reimbursement or compensation by insurance or otherwise, (ii) by liquidation of a Participant's other non-Plan assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or (iii) by cessation of deferrals and contributions under the Plan.

7.2 Distribution from a Small Inactive Account.

(a) Elective Distribution. An Account Participant with a Plan Benefit, not including the amount in the Participant's Rollover Accounts, of \$5,000 or less (or such greater amount as may be permitted by Section 411(a)(11) of the Code) may elect at any time to receive a lump sum distribution, not to exceed \$5,000 (or such greater amount as may be permitted by Section 411(a)(11) of the Code) of his or her Account and Rollover Account, which distribution will be made in accordance with procedures established by the Administrative Service Agency, *provided* that both of the following conditions have been met:

(i) there has been no Amount Deferred or Contributed by such Participant during the two-year period ending on the date of distribution; and

(ii) there has been no prior distribution made to such Participant pursuant to this Section 7.2.

(b) Automatic Distribution. With respect to a Participant or an Alternate Payee whose Plan Benefit, including any amounts attributable to an in-Plan Rollover Contribution to a

Minutes of the Pittsford Town Board for February 22, 2024

Roth Account pursuant to Section 8.8, but not including any amounts in the Participant or Alternate Payee's Rollover Accounts, does not exceed the amount set forth in Section 7.2(a), if and to the extent that the Committee has resolved to provide for automatic distributions pursuant to Section 7.2(b) of Schedule A, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account as soon as practicable, to the extent provided in Section 7.2(b) of Schedule A: (i) following the Participant's Severance from Employment and (ii) upon an Account Participant's Plan Benefit falling below the value set forth in Section 7.2(b) of Schedule A, to the extent that the requirements of Section 7.2(a) are met; *provided, however*, that in the event any such distribution is greater than \$1,000, if the participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the participant in a direct rollover or to receive the distribution directly in accordance with Section 8.1(b), then the Committee will pay the distribution in a direct rollover to an individual retirement plan designated by the Committee; and *provided further*, that such distribution shall be made in accordance with the requirements of Section 401(a)(31) of the Code.

7.3 Loans. To the extent the Committee has resolved to adopt a loan program pursuant to Section 7.3 of Schedule A, this Section 7.3 shall apply.

(a) Eligibility. Participants who are active Employees, and, if the Committee shall determine, Participants who are on an approved leave of absence from their Employer, shall be eligible to request a Plan loan. Each Participant shall have only one outstanding Plan loan at any time. Upon the request of a loan-eligible Participant, the Administrative Service Agency may, on such terms and conditions prescribed herein, direct the Trustee to make a Plan loan to such loan-eligible Participant.

(b) Loan Amount. The principal amount of any Plan loan shall be for an amount equal to at least \$1,000, or such other amount as the Committee shall determine, and shall not exceed the lesser of:

(i) 50% of the value of the sum of the Participant's Accounts (including his or her Before-Tax Deferral Account and Roth Account (to the extent applicable)); and

(ii) \$50,000 reduced by the highest value in the last twelve months of any loans by the Participant from the Plan and other Eligible Retirement Plans sponsored by the Employer or in which the Employer participates.

(c) Repayment Period. All Plan loans, other than those for the purpose of acquiring the dwelling unit which is, or within a reasonable time shall be, the principal residence of the Participant, shall be repaid over a non-renewable repayment period of five years. A Plan loan made for acquiring a principal residence shall be repaid over a non-renewable repayment period of up to 15 years, or such shorter term as the Committee shall determine. Any Plan loan shall be repaid in substantially equal installments of principal and accrued interest that shall be paid at least monthly or quarterly, as specified by the Committee, subject to the methods and procedures as shall be determined by the Administrative Service Agency.

Minutes of the Pittsford Town Board for February 22, 2024

(d) Rate of Interest. Each Plan loan granted shall bear a rate of interest equal to one percentage point above the prime interest rate as published in the Wall Street Journal on the last Business Day of the month preceding the application for the loan, or such other reasonable rate of interest as the Committee shall determine.

(e) Source of Loans; Security. The Committee shall be required to designate under Section 7.3(e) of Schedule A the source(s) of Plan loans. Plan loans shall be made solely from the source(s) designated by the Committee. All Plan loans shall be made from the Trust Fund and notes evidencing such obligations shall be considered assets of the Trust Fund and shall be treated as a separate loan investment fund for purposes of determining the value as of any Valuation Date of a Participant's Accounts. All Plan loans shall be secured, as of the date of the Plan loan, by the sum of (i) the Participant's Before-Tax Deferral Account and Roth Account (to the extent applicable) and (ii) the Participant's Rollover Accounts, if applicable, *provided, however,* that no more than 50% of the aggregate value of such Participant's Accounts shall be used as security for the Plan loan.

(f) Default. If a Participant fails to make any scheduled repayment of his or her Plan loan within the Loan Grace Period, such Participant shall be considered in default and the Administrative Service Agency shall declare a deemed distribution to have occurred with respect to such Plan loan, effective as of the date of the default and shall reduce the value of the Participant's Plan Benefit by the amount of the deemed distribution. Notwithstanding anything in Section 7.3 to the contrary, a Participant who has defaulted on a loan made under the Plan shall not be eligible to obtain another loan hereunder until the defaulted loan and accrued interest has been repaid, and the new loan shall be subject to any other limitations required under Section 1.72(p) of the Treasury Regulations.

(g) Outstanding Loans. An outstanding loan shall include (i) any loan that is being repaid in compliance with Section 7.3 until repaid in full and (ii) any loan that is considered in default until subsequently repaid in full.

(h) Administration and Fees. The Committee may establish or change from time to time the standards or requirements for making any Plan loan, including assessing an administrative fee against the Participant or the Participant's Account for such Plan loan.

(i) CARES Act Loans. To the extent that the Employer has resolved to implement the loan provisions pursuant to Section 7.3(i) of Schedule B, upon the request of a loan-eligible Participant, the Administrative Service Agency may direct the Trustee to make a Plan loan to a Qualified Participant in accordance with the terms of this Section 7.3(i) and consistent with the CARES Act. Notwithstanding anything to the contrary in Section 7.3, the principal amount of a loan made to a Qualified Participant, from March 27, 2020 to September 23, 2020 shall not exceed the lesser of: (i) \$100,000, reduced by the excess (if any) of (x) the Plan's highest outstanding loan balance during the one-year period ending on the day before the date on which the loan is made over (y) the plan's outstanding balance on the date on which the loan is made; or (ii) the greater of (x) the present value of the nonforfeitable accrued benefit under the Participant's Account and (y) \$10,000.

Minutes of the Pittsford Town Board for February 22, 2024

(j) CARES Act Loan Repayment. To the extent that the Employer has resolved to implement the repayment provisions pursuant to Section 7.3(j) of Schedule B and notwithstanding anything to the contrary in Section 7.3, a Qualified Participant with an outstanding loan with a repayment date during the period beginning on March 27, 2020 and ending on December 31, 2020 shall have the repayment date delayed by up to one year.

7.4 Death Prior to Distribution of Proceeds. If a Participant dies prior to the payment of any withdrawal for an Unforeseeable Emergency, distribution of a small inactive account or disbursement of the proceeds of any Plan loan, the Participant's withdrawal, distribution or loan request shall be void as of the date of death and no withdrawal, distribution or disbursement shall be made by operation of Section 7 to the Participant's Beneficiary or estate.

7.5 Coronavirus-Related Distributions. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.5 of Schedule B and notwithstanding anything in Section 7.1, upon a showing by a Qualified Participant of a need for a Coronavirus-Related Distribution, the Administrative Services Agency may permit a payment to be made to the Participant in an amount that does not exceed \$100,000 or, to the extent that the Employer has designated a different amount under Section 7.5 of Schedule B, the amount as set forth in Section 7.5 of Schedule B.

7.6 Distribution for Qualified Birth or Adoption. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.6 of Schedule B, the Administrative Services Agency may permit a distribution to be made to a Participant in an amount not to exceed \$5,000 for a qualified birth or adoption distribution as defined under Section 113 of the SECURE Act, subject to the requirements and limitations imposed by Section 113 of the SECURE Act.

7.7 Distribution for Emergency Personal Expense. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.7 of Schedule B, the Administrative Services Agency may permit one distribution per calendar year to be made to a Participant in an amount not to exceed the lesser of (i) \$1,000 or (ii) an amount equal to the excess of (x) the Participant's Plan Benefit over (y) \$1,000, for an emergency personal expense distribution as defined under Section 115 of the SECURE 2.0 Act, subject to the requirements and limitations imposed by Section 115 of the SECURE 2.0 Act.

7.8 Distribution for Domestic Abuse. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.8 of Schedule B, the Administrative Services Agency may permit a distribution to be made to a Participant in an amount not to exceed the lesser of (i) \$10,000 or (ii) 50% of the Participant's Plan Benefit, for an eligible distribution to a domestic abuse victim as defined under Section 314 of the SECURE 2.0 Act, subject to the requirements and limitations imposed by Section 314 of the SECURE 2.0 Act.

7.9 Distribution for Federally Declared Disaster. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.9 of Schedule B, the Administrative Services Agency may permit a distribution to be made to a Participant in an amount not to exceed the maximum amount allowable under Section 72(t)(2)(M) of the Code,

Minutes of the Pittsford Town Board for February 22, 2024

for a qualified disaster recovery distribution as defined under Section 331 of the SECURE 2.0 Act, subject to the requirements and limitations imposed by Section 331 of the SECURE 2.0 Act.

7.10 Distribution for Long-Term Care Contract. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.10 of Schedule B, the Administrative Services Agency may permit a distribution to be made to a Participant in an amount not to exceed the maximum amount allowable under Section 401(a)(39)(B) of the Code, for a qualified long-term care distribution as defined under Section 334 of the SECURE 2.0 Act, subject to the requirements and limitations imposed by Section 334 of the SECURE 2.0 Act.

SECTION 8
DISTRIBUTIONS FROM THE PLAN AND OTHER ELIGIBLE RETIREMENT PLANS

8.1 Distributions to Participants.

(a) Eligibility for Distribution. A Participant will become eligible to receive a distribution of his Plan Benefit upon the occurrence of any of the following events: (i) the Participant's Severance from Employment with the Employer; (ii) the Participant's attainment of age 70^{1/2}; *provided, however,* that for purposes of this Section 8, a Participant will be deemed to have had a Severance from Employment during any period he or she is performing service in the uniformed services described in Section 3401(h)(2)(A) of the Code. Except as otherwise provided in Section 7, a Participant may not receive distribution of his or her Plan Benefit at any time prior to the occurrence of one of the foregoing events.

(b) Distributions to Participants. Upon a Participant's eligibility for a distribution pursuant to Section 8.1(a), the Participant shall be entitled to receive his or her Plan Benefit, which shall be paid in cash by the Trustee from the Trust Fund in accordance with one of the methods described in Section 8.1(c) and as of the commencement date elected by the Participant in accordance with the procedures prescribed Section 8.1(e).

(c) Distribution Options. Subject to Section 8.6, any payment made under this section shall be made in one of the following methods, as the Participant (or, in the case of the death of a Participant, his or her Beneficiary) may elect any of the following:

(i) A total or partial lump sum payment. Any partial lump sum payment shall be an amount of at least the Minimum Lump Sum Amount, and the number of partial lump sum payments in any Plan Year may not exceed the Maximum Annual Number of Partial Distributions.

(ii) Periodic monthly, quarterly, semi-annual or annual installment payments; *provided, however,* that a Participant (or, in the case of the death of a Participant, his or her Beneficiary) may elect to receive (A) an initial installment payment in a specified amount and (B) the balance of his or her Account in periodic monthly, quarterly, semi-annual or annual installment payments. Any installment payment made pursuant to Section 8.1(c)(ii) shall be at least the Minimum Installment Amount. If the balance of the Participant's Account and Rollover Account is less than such amount, then the payment will equal the total amount of the Participant's Account and Rollover Account. Installment payments may consist of (A) fixed amounts paid on each payment date as designated by the Participant (or in the case of the death of a Participant, his or her Beneficiary), or (B) formulaic amounts determined by the Administrative Service Agency, based on a fixed period designated by the Participant (or in the case of the death of a Participant, his or her Beneficiary), calculated by dividing the Plan Benefit on the date of the payment by the number of payments remaining during the fixed period.

Minutes of the Pittsford Town Board for February 22, 2024

(iii) A Participant who elects to receive installment payments or who is currently receiving installment payments pursuant to Section 8.1(c)(ii) may elect, subject to any limitations set forth by the Committee and in accordance with procedures established by the Administrative Service Agency, to receive a portion of his or her Account distributed in a lump sum; *provided, however*, that no lump sum payment shall be less than the Minimum Lump Sum Amount; and *provided further*, that the number of such elections in any Plan Year may not exceed the Maximum Annual Number of Partial Distributions, as set forth in Section 8.1(c) of Schedule A. Such lump sum payments shall not result in a discontinuation of subsequent installment payments; *provided, however*, that such subsequent payments may be redetermined in accordance with methods and procedures established by the Administrative Service Agency.

(iv) A Participant who is an eligible retired public safety officer, as defined in Section 402(l) of the Code, may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have up to \$3,000 per year (or such greater amount as may be permitted under applicable guidance issued by the Internal Revenue Service) of amounts from his or her Before-Tax Deferral Account distributable under the Plan used to pay qualified health insurance premiums for an accident or health plan or long-term care insurance contract covering the Participant and his or her spouse and dependents. Such amounts are excludible from the Participant's gross income to the extent the qualified health insurance premiums are paid directly to the provider of the accident or health plan or long-term care insurance contract (determined in accordance with Section 402(l) of the Code) by deduction from a distribution to the Plan, or are paid to the Participant so long as the Participant satisfies the reporting requirements set forth in Section 402(l)(5)(A)(ii) of the Code.

(v) For each distribution election under Section 8.1(c), a Participant shall designate the percentage of each distribution that will come from his or her Before-Tax Deferral Account and the percentage that will come from his or her Roth Account (to the extent applicable). For the avoidance of doubt, for purposes of the limitations and restrictions described in this Section 8.1(c), each distribution election made by a Participant and each payment made in accordance thereto shall be deemed to be one election and one payment, even if payment is made both from the Participant's Before-Tax Deferral Account and from his or her Roth Account (to the extent applicable).

Notwithstanding the foregoing, a Participant may not elect an installment period extending beyond the longest of (A) his or her life expectancy, (B) if his or her designated Beneficiary is his or her Spouse, the life expectancy of the Participant and his or her Spouse and (C) if his designated Beneficiary is not his or her Spouse, the life expectancy determined using the applicable table contained in the applicable Treasury Regulation.

Minutes of the Pittsford Town Board for February 22, 2024

(d) Calculation of Payments.

(i) If a Participant elects a total lump sum payment, pursuant to Section 8.1(c)(i), the Participant's Plan Benefit shall be determined as of the Valuation Date coincident with or last preceding the date on which the Plan Benefit is withdrawn from the Investment Options and liquidated for distribution. Such liquidated amount (i) shall be held in the Trust Fund in a payment account maintained by the Trustee for this purpose and (ii) shall not be credited with interest or investment gains or losses following the date of liquidation.

(ii) If a Participant elects to receive a partial lump sum payment pursuant to Section 8.1(c)(i) or (iii), installment payments pursuant to Section 8.1(c)(i), or payment of qualified health insurance premiums for an accident or health plan or long-term care insurance contract covering the Participant and his or her spouse and dependents pursuant to paragraph Section 8.1(c)(iv), any remaining balance in such Participant's Accounts shall continue to participate in the investment performance of the Investment Options in which such amounts are invested and to bear its allocable share of administrative and investment expenses until the Valuation Date coincident with or last preceding the date on which such Plan Benefit amounts are withdrawn from the Investment Funds and liquidated for distribution; *provided, however*, that the amount of the installments need not be redetermined to reflect changes in the value of the Account more frequently than annually. All such redeterminations shall be made by the Administrative Service Agency in accordance with procedures of uniform application. Any amount liquidated for purposes of an installment payment (i) shall be held in the Trust Fund in a payment account maintained by the Trustee for this purpose and (ii) shall not be credited with interest or investment gains or losses following the date of liquidation.

(e) Distribution Election. In the case of the Participant's Severance from Employment with the Employer, a distribution election made by the Participant shall specify the form of payment as provided in Section 8.1(c) and the date on which payments shall commence; *provided, however*, that any such payments that would result in an account balance of less than \$500 may not commence earlier than at the end of the Distribution Waiting Period; *provided, further* that the timing of any distribution must be in compliance with Section 8.6. Subject to Section 8.6, a Participant who is receiving distributions under the Plan may change both the timing and the method of payment elected subject to any limitations set forth by the Committee and in accordance with procedures established by the Administrative Service Agency.

(f) Rollover Accounts. Notwithstanding any other provision of Section 8.1, a Participant who has one or more Rollover Accounts shall be permitted to withdraw all or any portion of such Rollover Accounts at any time during a Plan Year; *provided* that such withdrawal shall be paid pursuant to a method of payment elected by the Participant in accordance with Section 8.1(c) and the value of such Rollover Accounts shall be determined in accordance with Section 8.1(d).

Minutes of the Pittsford Town Board for February 22, 2024

8.2 Distributions to Beneficiaries. If a Participant dies before distribution of his or her Plan Benefit has commenced, a distribution election made by the Beneficiary shall specify the form of payment as provided in Section 8.1(c) and the date on which payments shall commence. If a Participant dies at any time before his or her entire Plan Benefit has been distributed, then the Participant's Beneficiary may make subsequent distribution elections as provided in Section 401(a)(9) of the Code. Notwithstanding the foregoing, any distribution to a Beneficiary shall be made in accordance with the provisions of Section 401(a)(9) of the Code and Section 8.6.

8.3 Distributions to Alternate Payees. A distribution to an Alternate Payee may be paid in a single lump sum as soon as practicable following the qualification of the Qualified Domestic Relations Order and the close of all appeals to the Qualified Domestic Relations Order if the Alternate Payee consents to such lump sum distribution. In the event that the Alternate Payee does not consent to receive his or her distribution in a single lump sum as soon as practicable following the qualification of the Qualified Domestic Relations Order, the Alternate Payee may make an election to receive a distribution any time after the Earliest Retirement Date, subject to any requirements of Section 401(a)(9) of the Code and Section 8.1(c), by filing a distribution election specifying the form of payment as provided in Section 8.6 and the date on which payments shall commence.

8.4 Eligible Rollover Distributions.

(a) Participant Rollover Distributions. In connection with a Participant's Severance from Employment, the Distributee may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution paid directly to the trustee of an Eligible Retirement Plan; *provided* that such other plan provides for the acceptance of such amounts by the trustee. The Plan shall provide written information to Distributees regarding Eligible Rollover Distributions to the extent required by Section 402(f) of the Code.

(b) Beneficiary Rollover Distributions. Upon a Participant's death, a Beneficiary may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution paid directly to the trustee of an individual retirement arrangement (as defined in Section 7701(a)(37) of the Code) that is established for the purpose of receiving the distribution on behalf of such Beneficiary.

(c) Roth IRA Rollover Distribution. In connection with a Participant's Severance from Employment or upon a Participant's death, as the case may be, a Participant or a Beneficiary may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution rolled over to a Roth individual retirement arrangement (as defined in Section 7701(a)(37) of the Code, and designated as a Roth arrangement at the time of its establishment). Such amounts will be included in gross income as if the distribution had been made to such Participant or Beneficiary.

Minutes of the Pittsford Town Board for February 22, 2024

8.5 Withholding. The Trustee shall withhold or cause to be withheld from any amounts withdrawn or distributed all federal, state, city or other taxes as shall be required pursuant to any law or governmental ruling or regulation, including Treasury Regulations.

8.6 Required Minimum Distributions.

(a) In General. Notwithstanding any other provision of the Plan to the contrary, all distributions under the Plan shall be in accordance with the minimum distribution and timing requirements of Section 401(a)(9) of the Code (including the incidental death benefit requirements of Section 401(a)(9)(G) of the Code) and the final Treasury regulations under Sections 1.401(a)(9)-2 through 1.401(a)(9)-9, which are incorporated herein by reference. Such provisions shall override any distribution options in the Plan that may be inconsistent with Section 401(a)(9) of the Code. Any distributions made pursuant to this Section 8.6 in order to comply with Section 401(a)(9) of the Code shall be charged against the Account or Accounts of the Account Participant in such manner as designated by the Account Participant in accordance with procedures established by the Administrative Service Agency; *provided, however*, that if no such designation is made, such distributions shall be charged first against the Before-Tax Deferral Account, second against the Roth Account (to the extent applicable), third against the Rollover Account or Rollover Accounts not relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program, and fourth against the Rollover Account or Rollover Accounts relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program.

(b) 2009 Waiver. Notwithstanding anything to the contrary in Section 8.6, an Account Participant who would have been required to receive required minimum distributions for 2009 but for the enactment of Section 401(a)(9)(H) of the Code ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (i) equal to the 2009 RMDs or (ii) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's Beneficiary, or for a period of at least 10 years, will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence.

(c) Distributions During Participant's Life. The Plan Benefit of a Participant shall be distributed (or commence to be distributed) to such Participant as soon as practicable after the Required Beginning Date. If the Participant has not made an election pursuant to Section 8.1(c) prior to such Required Beginning Date, then the Plan Benefit shall be distributed in the form of installment payments commencing on the Required Beginning Date.

(d) Death of a Participant Occurring on or Prior to December 31, 2021, and Before the Required Beginning Date.

(i) If, prior to December 31, 2021, a Participant dies before his Required Beginning Date, the remaining portion (if any) of such Participant's Plan Benefit shall be distributed to his or her Beneficiary no later than December 31 of the

Minutes of the Pittsford Town Board for February 22, 2024

calendar year containing the fifth anniversary of the Participant's death (determined without regard to 2009), except as set forth in Sections 8.6(d)(i)(A) or (B) as follows:

(A) The Beneficiary may elect to receive a distribution of the Plan Benefit over a period not exceeding the life expectancy of the Beneficiary; *provided* that the distribution commences no later than December 31 of the calendar year immediately following the calendar year in which the Participant dies; or

(B) If the sole Beneficiary is the Participant's Surviving Spouse, such Surviving Spouse may elect to receive a distribution of the Account over a period not exceeding the life expectancy of the Surviving Spouse (determined as of the date such payments commence); *provided* that the distribution commences on or before the later of December 31 of the calendar year immediately following the calendar year in which the Participant dies or December 31 of the calendar year in which the Participant would have attained age 72; *provided, further*, that if the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse commence, Section 8.6(d) (with the exception of Section 8.6(d)(i)(A)) shall apply as if the Surviving Spouse were the Participant.

(ii) The Beneficiary may elect to receive payment of the Plan Benefit as a lump sum or in annual, monthly or quarterly installment payments.

(iii) If the Beneficiary is an individual and is not an Eligible Beneficiary and the Participant dies before January 1, 2022, the remaining balance of the Plan Benefit must be distributed within the remaining life expectancy of the Beneficiary, and, if the Beneficiary dies after January 1, 2022 and before the entire Plan Benefit is distributed, the remaining balance of the Plan Benefit must be distributed within 10 years of the Beneficiary's death.

(e) Death of a Participant Occurring on or Prior to December 31, 2021, After the Required Beginning Date, and After Commencement of Distributions. If, prior to December 31, 2021, a Participant dies on or after the Required Beginning Date, but before his or her entire Plan Benefit is distributed to him or her, the unpaid portion of his or her Plan Account shall be distributed as follows:

(i) If the Participant has a Designated Beneficiary or Default Beneficiary that is the Surviving Spouse, the longer of the remaining life expectancy of the Participant's Beneficiary and the remaining life expectancy of the Participant determined in accordance with Section 1.409(a)(9)-5 of the Treasury Regulations; or

(ii) If the Participant does not have a Designated Beneficiary or if the Default Beneficiary is not a Surviving Spouse, the remaining life expectancy of the Participant determined in accordance with Section 1.409(a)(9)-5 of the Treasury Regulations;

Minutes of the Pittsford Town Board for February 22, 2024

provided, however, that if a Beneficiary so elects, the Participant's remaining Plan Benefit may be paid to the Beneficiary at any time in a lump sum so long as the entire Plan Benefit is paid at least as rapidly as it would be paid under Section 8.6(e)(i); and *provided, further*, that if the Beneficiary is an individual and is not an Eligible Beneficiary and the Participant dies before January 1, 2022, the remaining balance of the Plan Benefit must be distributed within the remaining life expectancy of the Beneficiary, and, if the Beneficiary dies after January 1, 2022 and before the entire Plan Benefit is distributed, the remaining balance of the Plan Benefit must be distributed within 10 years of the Beneficiary's death.

(f) Distributions After the Death of a Participant Occurring After December 31, 2021. If, after December 31, 2021, a Participant dies before his or her entire Plan Benefit is distributed to him or her, the unpaid portion of his or her Plan Account shall be distributed as follows:

(i) If the Participant has a Beneficiary who is an Eligible Beneficiary and an individual, the Eligible Beneficiary may receive distributions of the Beneficiary's unpaid portion of Plan Benefit over his or her remaining life expectancy determined in accordance with applicable Treasury Regulations, *provided* that, if the Eligible Beneficiary dies, any remaining benefits must be distributed to his or her Beneficiary within 10 years of the Eligible Beneficiary's death; and *provided, further*, that, if the Eligible Beneficiary is a minor child, any remaining benefits must be distributed within 10 years after such child reaches the age of majority; and

(ii) If the Participant has a Beneficiary who is not an Eligible Beneficiary but is an individual, the Beneficiary shall receive distribution of the Beneficiary's unpaid portion of the Plan Benefit in its entirety within 10 years following the date of the Participant's death; or

(iii) If the Participant has a Beneficiary who is not an individual, the Beneficiary shall receive distribution of the Beneficiary's unpaid portion of the Plan Benefit in its entirety within five years following the date of the Participant's death.

(g) Alternate Payee Accounts. In the case of any Alternate Payee Account, payments to the Alternate Payee must be made in accordance with the Plan and Section 401(a)(9) of the Code.

(h) 2020 Waiver. Notwithstanding anything to the contrary in Section 8.6, whether a Participant or Beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Section 401(a)(9)(I) of the Code ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2020 RMDs, or (2) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years

Minutes of the Pittsford Town Board for February 22, 2024

(“Extended 2020 RMDs”), will receive those distributions as determined in accordance with the option chosen by the employer in Schedule B. Notwithstanding the option chosen by the employer in Schedule B, a Participant or Beneficiary will be given an opportunity to make an election as to whether or not to receive those distributions. In addition, notwithstanding Section 8.4, and solely for purposes of applying the direct rollover provisions of the plan, certain additional distributions in 2020, as chosen by the employer in Schedule B, will be treated as eligible rollover distributions. If no election is made by the employer in the adoption agreement, a direct rollover will be offered only for distributions that would be eligible rollover distributions in the absence of section 401(a)(9)(I) of the Code. To the extent there is a conflict between this Section 8.6(h) of the Plan and Section 401(a) of the Code, the provisions of the Code shall prevail.

8.7 Special Proceeds. If the Plan receives Special Proceeds (as defined below) that are allocable to an Account Participant who has received a final distribution of his or her entire Plan Benefit, then the Plan shall distribute such Special Proceeds to the former Participant, Beneficiary, or Alternate Payee (or in accordance with Section 9.2, if the Participant is deceased and no Beneficiary designation was in effect at the time of the Participant’s death, or to the estate of Beneficiary or Alternate Payee, as applicable, if such person is deceased) in a lump sum as soon as practicable after the Plan receives such Special Proceeds unless, at the time of such mandatory distribution, the value of such distribution would exceed \$1,000. For purposes of Section 8.7, “Special Proceeds” means amounts attributable to a settlement of any dispute or controversy related to any of the assets previously attributable to any Account of the former Participant, Beneficiary, or Alternate Payee or any other amounts allocable under the Plan to a former Participant, Beneficiary, or Alternate Payee relating to an adjustment to the amount or value of any such Account.

8.8 In-Plan Rollover to Roth Account.

(a) A Participant who has not severed employment or a spousal Alternate Payee would be permitted to have all or any portion of the Participant’s Plan Benefit not otherwise distributable under the Plan, and not attributable to Roth Contributions or outstanding loans, directly rolled over into a separately maintained Account within his or her Roth Account. Any such amounts will be included in gross income as if the distribution had been made to such Participant or spousal Alternate Payee. After a Participant or spousal Alternate Payee has made an in-Plan rollover into a Roth Account, such Participant or spousal Alternate Payee may elect to take distributions from such Account in accordance with Sections 8.1 or 8.3.

(b) Upon any distribution event pursuant to which a Participant, a Beneficiary who is a Participant’s Surviving Spouse or a spousal Alternate Payee would be permitted to have all or any portion of the Participant’s Plan Benefit that qualifies as an Eligible Rollover Distribution rolled over into another Eligible Retirement Plan, such Participant, Beneficiary who is a Participant’s Surviving Spouse or spousal Alternate Payee may elect to have the portion of such Eligible Rollover Distribution that is not attributable to Roth Contributions or outstanding loans directly rolled over into a separately maintained Account within his or her Roth Account. Any such amounts will be included in gross income as if the distribution had been made to such Participant, Beneficiary who is a Participant’s Surviving Spouse or spousal Alternate Payee. After a Participant, Beneficiary who is a Participant’s Surviving Spouse or spouse Alternate

Minutes of the Pittsford Town Board for February 22, 2024

Payee has made an in-Plan rollover into a Roth Account, such Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee may elect to take distributions from such Account in accordance with any of the distribution options set forth in Section 8.1(c).

(c) The provisions in Section 8.8 shall be administered in accordance with procedures established by the Administrative Service Agency and shall be interpreted and administered in accordance with and subject to Section 402A(c)(4) of the Code and any rules, regulations or other guidance issued by the Internal Revenue Service in relation thereto.

**SECTION 9
DESIGNATION OF BENEFICIARIES**

9.1 Written Designation of Beneficiaries. Each Participant shall file with the Administrative Service Agency a written designation of one or more persons as the Designated Beneficiary who shall be entitled to receive the Plan Benefit, if any, payable under the Plan upon his or her death. A Participant may from time to time revoke or change his or her Designated Beneficiary designation without the consent of any prior Designated Beneficiary by filing a new written designation with the Administrative Service Agency. The last such designation received by the Administrative Service Agency “in good order” shall be controlling; *provided, however*, that no designation or change or revocation thereof shall be effective unless received by the Administrative Service Agency in good order prior to the Participant’s death, and in no event shall it be effective as of a date prior to such receipt. For purposes of Section 9, a Beneficiary designation shall be deemed to be received in good order only if (i) it is in a written or electronic format acceptable to the Administrative Service Agency and (ii) the Administrative Service Agency can reasonably identify the Beneficiary or Beneficiaries named in the designation.

9.2 No Beneficiaries Designated; Death of a Beneficiary. (a) If no such Beneficiary designation is in effect at the time of a Participant’s death, or if no designated Beneficiary survives the Participant, or if no designated Beneficiary can be located with reasonable diligence by the Administrative Service Agency, the payment of the Plan Benefit, if any, payable under the Plan upon the Participant’s death shall be made by the Trustee from the Trust Fund to the Participant’s Surviving Spouse, if any, or if the Participant has no Surviving Spouse, or the Surviving Spouse cannot be located with reasonable diligence by the Administrative Service Agency, then to the deceased Participant’s estate (such Beneficiary hereinafter referred to as the “Default Beneficiary”). If the Administrative Service Agency is in doubt as to the right or entitlement of any person to receive such amount, the Administrative Service Agency shall inform the Committee and the Trustee, and the Trustee may retain such amount, without liability for any interest thereon, until the rights thereto are determined, or the Trustee may pay such amount into any court of appropriate jurisdiction or to any other person pursuant to applicable law and such payment shall be a complete discharge of the liability of the Trustee, Plan, Committee, Employer, Administrative Service Agency and Financial Organizations.

(b) If a Designated Beneficiary or Default Beneficiary dies after the death of the Participant but prior to receiving a complete distribution of the portion of the Plan Benefit that would have been paid to such Beneficiary had such Beneficiary’s death not then occurred, then, for purposes of the Plan, the distribution that would otherwise have been received by such Beneficiary shall be paid to the Beneficiary’s estate.

9.3 Surviving Spouse. Notwithstanding Section 9.2, a Beneficiary who is a Surviving Spouse of the Participant may designate a subsequent Designated Beneficiary, subject to the same filing requirements of Section 9.1, to the extent permitted under Section 401(a)(9) of the Code. To the extent such Surviving Spouse is not permitted or does not elect to designate a subsequent Designated Beneficiary pursuant to the preceding sentence, and the Surviving Spouse dies prior to receiving a complete distribution of the Plan Benefit that would have been paid to such Surviving Spouse had such Surviving Spouse’s death not then occurred, then, for purposes

Minutes of the Pittsford Town Board for February 22, 2024

of the Plan, the distribution that would otherwise have been received by such Surviving Spouse shall be paid to the Surviving Spouse's estate.

SECTION 10
QUALIFIED DOMESTIC RELATIONS ORDERS

10.1 Qualified Domestic Relations Order. Payments with respect to a Participant's Plan Benefit may be made by the Trustee from the Trust Fund to one or more Alternate Payees pursuant to the terms of a Qualified Domestic Relations Order. Upon segregation of the assets payable to an Alternate Payee in an Alternate Payee Account or the payment of such benefits to the Alternate Payee, any such amounts paid or segregated shall no longer constitute part of the Participant's Plan Benefit. No liability whatsoever shall be incurred by the Committee, the Trustee, the Employer, the Administrative Service Agency, the Review Committee or any Financial Organization solely by reason of any act or omission undertaken in accordance with this section to comply with the terms of a Qualified Domestic Relations Order.

10.2 Suspension of Distributions During Claim Period. Subject to the discretion of the Administrative Service Agency or the Committee, no distribution of any Plan Benefit shall be permitted in any period during which a purported Qualified Domestic Relations Order claim, against all or part of such Plan Benefit, is being reviewed in accordance with the provisions of Section 11.8. If the Administrative Service Agency reasonably believes that a purported Qualified Domestic Relations Order against all or part of any Plan Benefit is likely to be asserted, the Committee may refuse to permit any distribution of all or part of such Plan Benefit pending determination of such claim.

**SECTION 11
ADMINISTRATION**

11.1 Plan Administration. Except as otherwise provided herein, the operation and administration of the Plan shall be the responsibility of the Committee and the Committee shall have all of the broad, general authority necessary or advisable to operate and administer the Plan. The Committee shall have the power and the duty to take all action and to make all decisions necessary or proper to carry out its responsibilities under the Plan. All determinations of the Committee as to any question involving its responsibilities under the Plan, including, interpretation of the Plan or as to any discretionary actions to be taken under the Plan, shall be solely in the Committee's discretion and shall be final, conclusive and binding on all parties.

11.2 Committee Powers and Duties. Without limiting the generality of the foregoing, the Committee shall have the following powers and duties:

(a) to require any person to furnish such information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefit under the Plan;

(b) to make and enforce such rules and regulations and prescribe the use of such forms as it shall deem necessary for the efficient administration of the Plan;

(c) to interpret the Plan and to resolve ambiguities, inconsistencies and omissions in the terms of the Plan or any document related to the Plan;

(d) to decide all questions concerning the Plan and the eligibility of any Employee or other individual to participate in the Plan;

(e) to determine the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan;

(f) to enlarge or diminish any applicable time period set forth in the Plan, subject to applicable law; and

(g) to determine the methods and procedures for the implementation and use of any automated telephone, computer, internet, intranet or other electronic or automated system adopted by the Committee for purposes of Plan administration, including, for receiving and processing enrollments and instructions with respect to the investment of assets allocated to an Account Participant's Accounts and for such other purposes as may be designated from time to time.

11.3 Limitation of Liability. Except as may be prohibited by applicable law, neither the Committee nor any member thereof shall be liable for (a) anything done or omitted to be done by it or by them unless the act or omission claimed to be the basis for liability amounted to a failure to act in good faith or was due to gross negligence or willful misconduct; (b) the payment of any amount under the Plan; or (c) any judgment or reasonable mistake of fact made by it or on its behalf by a member of the Committee. No member of the Committee shall be personally liable under any contract, agreement, bond or other instrument made or executed by him or her or on his or her behalf in connection with the Plan or Trust Fund.

Minutes of the Pittsford Town Board for February 22, 2024

11.4 Trustee. The Trustee shall have responsibility for the custody and safekeeping of the assets of the Plan and the Trust Fund and the valuation of such assets in accordance with the terms of the Trust Agreement and, in conjunction with the Administrative Service Agency, shall be responsible for implementing the aggregated investment decisions of Participants and beneficiaries by allocating the Plan assets to the various Investment Options. The Committee shall periodically review the performance and methods of the Trustee and the Committee may, subject to the terms of the Trust Agreement, appoint and remove or change the Trustee at any time for any reason or for no stated reason. If the Trust Agreement so provides, the Trustee may also serve as the Administrative Service Agency and perform the record keeping services normally performed by a third party Administrative Service Agency or may provide the services normally provided by a Financial Organization, *provided* that the Trustee otherwise qualifies as an Administrative Service Agency or a Financial Organization, as the case may be.

11.5 Financial Organizations. The Committee shall have the power to appoint or remove one or more Financial Organizations and to delegate to such Financial Organization(s) authority and discretion to manage (including the power to acquire and dispose of) the assets of the Plan and Trust Fund in accordance with the Regulations and the Plan. The Committee shall periodically review the performance and methods of such Financial Organization(s). The Committee has the right to (i) replace any Financial Organization or Investment Option with a successor Financial Organization or Investment Option or (ii) to select any additional Financial Organization or Investment Option.

11.6 Delegation. The Committee may delegate its general authority as it deems appropriate in accordance with the terms of the Plan and all applicable Code sections; *provided, however*, that such delegation shall be subject to revocation at any time at the discretion of the Committee. Notwithstanding any other provision of the Plan, the Committee's general authority shall include the right to review, revise, modify, revoke, or vacate any decision made or action taken by any party under the Plan to whom authority of the Committee has been delegated or to whom authority with respect to the administration of the Plan or the custody and investment of the assets of the Trust Fund has been delegated or assigned under the terms of the Plan, by the Committee or otherwise. The rights of the Committee under Section 11.6 include, the right to review, revise, modify, revoke, or vacate any decision of the Administrative Service Agency or the Review.

11.7 Plan Expenses.

(a) Assessment Against the Trust Fund. Subject to 11.7(b), the expenses of administering the Plan, including (i) the fees and expenses of the Financial Organizations and Administrative Service Agency for the performance of their duties under the Plan, including any fees and expenses associated with a change, termination or addition of an Investment Option, (ii) the fees, if any, of any member of the Committee and any Trustee and the expenses incurred by the Committee or any of its members or any Trustee in the performance of their duties under the Plan (including reasonable compensation for any legal counsel, certified public accountants, consultants, and agents, employees of the Committee and cost of services rendered in respect of the Plan and the Trust Agreement (as provided therein)), and (iii) all other proper charges and disbursements of the Financial Organizations, Administrative Service Agency, the Committee or its members (including settlements of claims or legal actions approved by counsel to the Plan) or

Minutes of the Pittsford Town Board for February 22, 2024

any Trustee shall be allocated to and paid out of the assets of the Trust Fund in accordance with such allocation and payment procedures as the Committee shall establish from time to time. The Committee is authorized to levy a fee against the Accounts of Account Participants for the purpose of paying some or all of such expenses, except where the Employer elects to pay such expenses directly; *provided, however*, that any such fees shall be levied on a pro-rata basis from the Account Participant's various Accounts at any given time, including Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), Rollover Accounts not relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program, and Rollover Accounts relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program.

(b) Investment Expenses. Unless the Committee determines otherwise, brokerage fees, transfer taxes and any other expenses incident to the purchase or sale of securities for any Investment Option shall be deemed to be part of the cost of such securities, or deducted in computing the proceeds therefrom, as the case may be. The Administrative Service Agency shall appropriately deduct any taxes assessed in respect of any assets held, income received, or transactions effected under any Investment Option proportionately against any Accounts that are invested in such Investment Option.

11.8 Review of Claims.

(a) Initial Claim of Rights or Benefits and Review. Any claim to rights or benefits under the Plan, including, any purported Qualified Domestic Relations Order, or request for an Unforeseeable Emergency Withdrawal must be filed in writing with the Committee, or with such other entity as the Committee may designate. Within sixty days after receipt of such claim, the Committee, or such other entity designated by the Committee, shall notify the claimant and, if such claimant is not the Account Participant, any Account Participant against whose Plan Benefit the claim is made, that the claim has been granted or denied, in whole or in part. Notice of denial of any claim in whole or in part by the Committee, or by such other entity designated by the Committee, shall include the specific reasons for denial and notice of the rights granted by Section 11.8.

(b) Review of Decision. Any claimant or Account Participant who has received notice of denial or grant, in whole or in part, of a claim made in accordance with the foregoing Section 11.8(a) may file a written request within thirty days of receipt of such denial for review of the decision by the Review Committee. Within ninety days after receipt of such request for review, the Review Committee shall notify the claimant and, as applicable, the Account Participant, that the claim has been granted or denied, in whole or in part; *provided, however*, that the Review Committee may in its discretion extend such period by up to an additional 120 days upon notice to the claimant and, as applicable, the Account Participant, prior to expiration of the original ninety days that such additional period is needed for proper review of the claim. Notice of denial of any claim in whole or in part by the Review Committee shall include the specific reasons for denial and shall be final, binding and conclusive on all interested persons for all purposes.

11.9 Advisers. The Committee shall arrange for the engagement of legal counsel and certified public accountants, who may be counsel or accountants for the Employer, and other consultants, including an investment adviser, and make use of agents and clerical or other

Minutes of the Pittsford Town Board for February 22, 2024

personnel, for purposes of this Plan. The Committee may rely upon the written opinions of counsel, accountants and consultants, and upon any information supplied by the Trustee, a Financial Organization or Administrative Service Agency appointed in accordance with the Regulations.

11.10 Limitation on Committee Power. No member of the Committee shall be entitled to act on or decide any matters relating solely to such member or any of his or her rights or benefits under the Plan.

11.11 Committee Action. All actions of the Committee shall be taken at a public meeting in accordance with Article 7 of the Public Officers Law. The Committee shall establish its own procedures and the time and place for its meetings and provide for the keeping of minutes of all meetings.

11.12 General Requirements. Notwithstanding any other provision hereof, the Plan shall at all times be operated in accordance with the requirements of applicable law, including, the Regulations.

SECTION 12
AMENDMENT OR TERMINATION

12.1 Power to Amend and Terminate. Subject to any requirements of State or federal law, the Employer reserves the right at any time and with or without prior notice to any person to amend, suspend or terminate the Plan, to eliminate future deferrals and contributions for existing Participants, or to limit participation to existing Participants, in whole or in part and for any reason and without the consent of any Employee, Account Participant, Beneficiary or other person. No amendment, suspension or termination of any provisions of the Plan or any deferrals or contributions thereunder, the Trust Agreement or any Investment Option may be made retroactively, unless such retroactivity is allowed under State law, the Code and other applicable law.

12.2 Termination of Plan. Upon any action by the Employer to initiate a Plan termination, the Employer shall permit no further deferrals or contributions of Compensation under the Plan, and the Plan termination shall become effective upon the distribution of all Plan Benefits. After taking an action to initiate a Plan termination, the Employer may distribute all Plan Benefits to Account Participants or the Employer may provide that Plan Benefits and other interests in the Trust Fund shall continue to be payable as provided in the Plan. Any distributions, transfers or other dispositions of the Plan Benefits as provided in the Plan shall constitute a complete discharge of all liabilities under the Plan. The Committee and the Trustee(s) shall remain in existence and the Trust Agreement and all of the provisions of the Plan that the Employer determines are necessary or advisable for the administration and distribution, transfer or other disposition of interests in the Trust Fund shall remain in force.

SECTION 13
GENERAL LIMITATIONS AND PROVISIONS

13.1 Plan Binding on Account Participants. The Plan, as duly amended from time to time, shall be binding on each Account Participant and his or her Surviving Spouse, heirs, administrators, trustees, successors, assigns, and Beneficiaries and all other interested persons.

13.2 No Right to Employment. Nothing contained herein shall give any individual the right to be retained in the employment of the Employer or affect the right of the Employer to terminate any individual's employment. The adoption and maintenance of the Plan shall not constitute a contract between the Employer and any individual or consideration for, or an inducement to or condition of, the employment of any individual.

13.3 Incapacitation or Incompetence. If the Administrative Service Agency shall find that any person to whom any amount is payable under the Plan is unable to care for his or her affairs, is a minor, or has died, then any payment due to such person or his or her estate (unless a prior claim therefor has been made by a Beneficiary, Surviving Spouse or duly appointed legal representative or the time period during which a Beneficiary or Surviving Spouse could make a claim under the Plan has not elapsed) may, if the Administrative Service Agency so elects, be paid to his or her spouse, a child, a relative, or any other person maintaining or having custody of such person otherwise entitled to payment or deemed by the Trustee to be a proper recipient on behalf of such person. Any such payment shall be a complete discharge of all liability under the Plan therefor.

13.4 No Alienation of Plan Benefits. Except insofar as may otherwise be required by a Qualified Domestic Relations Order or applicable law, no amount payable at any time under the Plan shall be subject in any manner to alienation by anticipation, sale, transfer, assignment, bankruptcy, pledge, attachment, garnishment, charge or encumbrance of any kind, and any attempt to so alienate such amount, whether presently or thereafter payable, shall be void.

13.5 Notices to the Committee. All elections, designations, requests, notices, instructions, and other communications from the Employer, an Employee, an Account Participant, or any other person to the Committee, Administrative Service Agency or the Employer required or permitted under the Plan shall be in such form as is prescribed by the Committee, shall be mailed by first class mail or delivered electronically in such a form and to such location as shall be prescribed by the Committee from time to time, and shall be deemed to have been given and delivered only upon actual receipt thereof at such location. Copies of all elections, designations, requests, notices, instructions and other communications from an Employee, a Participant, a Beneficiary, a Surviving Spouse or any other person to the Employer shall be promptly filed with the Administrative Service Agency in such a manner specified by the Administrative Service Agency.

13.6 Notices to Participants. All notices, statements, reports and other communications from an Employer, the Trustee or the Committee to any Account Participant, shall be deemed to have been duly given when delivered to, or when mailed by electronic delivery or other form of delivery approved by the Committee or by first class mail, postage prepaid and addressed to such Employee, Account Participant, Beneficiary, Surviving Spouse or other

Minutes of the Pittsford Town Board for February 22, 2024

person at his or her address last appearing on the records of the Administrative Service Agency, the Trustee or the Employer.

13.7 Trust Sole Source of Plan Benefits. The Trust Fund shall be the sole source of benefits under the Plan and, except as otherwise required by applicable law, neither the Committee, the Employer nor any officer or employee of an Employer assume any liability or responsibility for payment of such benefits, and each Account Participant, his or her spouse or Beneficiary, or other person who shall claim the right to any payment under the Plan shall be entitled to look only to the Trust Fund for such payment and shall not have any right, claim or demand therefor against the Committee or any member thereof, the Employer, or any officer or employee of an Employer. Nothing in Section 13.7 shall relieve an Employer of its obligation to defer or contribute Amounts Deferred or Contributed to the Trust Fund within two Business Days after the applicable payroll date, in the manner contemplated by Section 4.1.

13.8 Account Assets and Account Vesting.

(a) Account Assets Held in Trust Fund. The entire value of each Account for each Account Participant shall be held in the Trust Fund pursuant to the Trust Agreement for the exclusive benefit of the applicable Account Participant and for paying reasonable expenses of the Plan and of the Trust Fund pursuant to Section 11.7 and no part of the Trust Fund shall revert to any Employer; *provided, however*, that the setting-aside of any amounts to be held in the Trust Fund is expressly conditioned upon the following: If an amount is set aside to be held in the Trust Fund by an Employer in a manner which is inconsistent with any of the requirements of Section 457(b) of the Code, such amount shall be returned to such Employer prior to the first day of the first Plan Year commencing more than 180 days after the date of notification of such inconsistency by the Secretary of the Treasury. Any amounts so returned to the Employer, and the earnings thereon, shall be remitted to the Participants on whose behalf such amounts were set aside.

(b) Vesting. Each Account Participant shall be 100 percent vested at all times in his or her Plan Benefit.

13.9 Several Liability. The duties and responsibilities allocated to each person under the Plan and the Trust Agreement shall be the several and not joint responsibility of each, and no such person shall be liable for the act or omission of any other person.

13.10 Interpretation. (i) The term “including” means by way of example and not by way of limitation, and (ii) the headings preceding the sections hereof have been inserted solely as a matter of convenience and in no way define or limit the scope or intent of any provisions hereof.

13.11 Construction. The Plan and all rights there under shall be governed by and construed in accordance with the Code and the laws of the State.

SCHEDULE A

Effective date of last completion or amendment of this Schedule A: 05/21/2013

Instructions

This Schedule A and all later amendments to this Schedule A are part of the Plan document and should remain attached to the Plan document.

Schedule A is used by the Committee (1) TO ACTIVATE or TERMINATE optional Plan provisions described below, (2) TO MODIFY the default provisions of the Plan described below or (3) TO INDICATE that the default provisions described below will continue to apply under the Plan.

Each section of this Schedule A must be completed by the Committee in connection with the adoption of this amendment and restatement of the Plan. All selections made shall remain effective until this Schedule A is later amended by the Committee.

All section references refer to the corresponding sections of the Plan and all defined terms have the meanings ascribed to them in the Plan.

Committee Elections – Optional Plan Provisions

3.1(c) ROTH PROGRAM

Section 3.1(c) of the Plan permits Roth Contributions only if the Committee checks YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO below to indicate that Roth Contributions will not be permitted under the Plan or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.

The Plan shall maintain a Roth Program under which Participants may make Roth Contributions to the Plan, which Roth Contributions will be made and separately accounted for in compliance with the relevant provisions of the Plan and the Code.

YES

NO

Effective date: 05/21/2013

8.8 IN-PLAN ROLLOVER TO A ROTH ACCOUNT

Section 8.8 of the Plan permits Roth Contributions only if the Committee has checked YES above (permitting a Roth Program) and checked YES below allowing amounts that otherwise qualify as Eligible Rollover Distributions not attributable to Roth Contributions to be directly contributed to a Roth Account under the Plan. The Committee must also indicate below the

effective date of this election. The Committee should check NO below to indicate that Eligible Rollover Distributions may not be directly rolled over to a Roth Account under the Plan or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.

To the extent the Committee has resolved to implement and maintain a Roth Program pursuant to Section 3.1(c) of Schedule A, a Participant may elect to have the portion of his or her Plan Benefit that is not attributable to Roth Contributions or outstanding loans directly rolled over into a Roth Account in the Plan.

YES (do not check YES unless Roth Program is in effect)



NO

Effective date: 05/21/2013 or administratively feasible

3.1(e) *SUSPENSION OF DEFERRALS AND CONTRIBUTIONS FOLLOWING AN UNFORESEEABLE EMERGENCY WITHDRAWAL*

Section 3.1(e) of the Plan allows the Employer automatically to suspend deferrals and contributions for six months following the date a Participant receives an Unforeseeable Emergency withdrawal only if the Committee checks YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO below to indicate that a suspension of deferrals and contributions will not be required or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.

A Participant's deferrals and contributions will be suspended for a period of six months following a distribution due to an Unforeseeable Emergency withdrawal.

YES

NO

Effective date: 05/21/2013

7.2(b) AUTOMATIC DISTRIBUTION OF SMALL ACCOUNTS FOLLOWING A SEVERANCE FROM EMPLOYMENT

Section 7.2(b) of the Plan allows the Employer to automatically distribute certain small account balances following a Severance from Employment only if the Committee has checked YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no automatic distribution will occur following a Severance from Employment or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.

With respect to a Participant or an Alternate Payee whose Account or Alternate Payee Account does not exceed the amount set forth in Section 7.2(a) of the Plan, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account as soon as practicable following the Participant's Severance from Employment.

YES

NO

Effective date: 05/21/2013

7.2(b) AUTOMATIC DISTRIBUTION OF INACTIVE SMALL ACCOUNTS

Section 7.2(b) of the Plan allows the Employer to automatically distribute certain small account balances in inactive accounts only if the Committee has checked YES below and indicated the small account amount below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no automatic distribution of inactive small accounts will occur or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.

7.2(b) Automatic Distributions after a Severance from Employment.

With respect to a Participant or an Alternate Payee whose Account or Alternate Payee Account does not exceed the amount set forth in Section 7.2(a) of the Plan, upon an Account Participant's Plan Benefit falling below \$1,000, **[Insert any whole dollar amount up to the dollar limit under Section 411(a)(11)(A) of the Code]** to the extent that the requirements of Section 7.2(a) of the Plan are met, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account in accordance with 7.2(b) of the Plan.

YES (do not check YES unless a permissible amount is specified above)

NO

Effective date: 05/21/2013

7.3 PLAN LOANS FOR ACTIVE EMPLOYEES

Section 7.3(a) of the Plan allows active Employees to request a Plan loan only if the Committee has checked YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no Plan loans will be permitted or, at a later time, prospectively (as of a specified effective date) to change a prior election under this section.

If the Committee elects “YES” under Section 7.3, the Committee must also make an election as to the source of Plan loans under Section 7.3(e).

Participants who are active Employees shall be eligible to request a Plan loan and may be granted a loan pursuant to the requirements of Section 7.3 of the Plan.

YES (requires an election regarding the source under 7.3(e))

NO

Effective date: 05/21/2013

7.3(a) PLAN LOANS FOR PARTICIPANTS ON AN APPROVED LEAVE OF ABSENCE

Section 7.3(a) of the Plan allows Participants who are on an approved leave of absence to be eligible to request a Plan loan only if the Committee has checked YES above (permitting Plan loans for active Employees) and checked YES below extending the loan provisions to Participants on an approved leave of absence. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no Plan loans will be permitted for Participants on an approved leave of absence or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.

Participants who are on an approved leave of absence from their Employer shall be eligible to request a Plan loan and may be granted a loan pursuant to the requirements of Section 7.3 of the Plan.

YES (do not check YES unless Plan Loans are authorized for active Employees)

NO

Effective date: 05/21/2013

7.3(e) SOURCE OF PLAN LOANS

Section 7.3 of the Plan allows the Committee to permit Plan loans (see elections above). If the Committee elects to permit Plan loans under Section 7.3, the Plan document states that the Committee must elect the source of Plan loans from the options set forth below. Only one option may be elected.

- Plan loans shall be made solely from the Before Tax Deferral Account or, if applicable, Rollover Accounts relating to Rollover Contributions of before tax deferrals; or
- Plan loans shall be made pro rata (based on the balance in the Participant's Before Tax Deferral Account and Rollover Account relating to Rollover Contributions of before tax deferrals) from (i) the Before Tax Deferral Account or, if applicable, the Rollover Accounts relating to Rollover Contributions of before tax deferrals; and (ii) the Roth Account; or
- Participants shall elect whether to have a Plan loan made (i) entirely from such Participant's Before Tax Deferral Account and, if applicable, Rollover Accounts relating to Rollover Contributions of before tax deferrals; or (ii) pro rata (based on the balance in the Before Tax Deferral Account and Rollover Account relating to Rollover Contributions of before tax deferrals) from (A) the Before Tax Deferral Account or, if applicable, the Rollover Accounts relating to Rollover Contributions of before tax deferrals; and (B) the Roth Account.

7.3(f) DURATION OF LOAN GRACE PERIOD

Section 7.3 of the Plan allows the Committee to permit Plan loans (see elections above). If the Committee permits Plan loans, the Plan document states that, unless the Committee makes an election below, any such loan will be in default if a Participant fails to make a required loan repayment within 90 days following the due date for such repayment. The Plan document refers to this period as the "Loan Grace Period."

Section 7.3 of the Plan allows the Committee to specify a shorter Loan Grace Period by indicating a period of fewer than 90 days below and by indicating that such election will apply to Plan loans made after the effective date specified below. The Committee may, at a later time, indicate (as of a specified effective date) a different Loan Grace Period by making a new election under this section.

The Loan Grace Period for purposes of Section 7.3(f) shall be 90 days ***[a number of days greater than 0 but less than 90]*** following the due date of a Participant's scheduled loan repayment.

Effective date: 05/21/2013

8.1(c)(i) and (iii) MINIMUM LUMP SUM AMOUNT

Sections 8.1 (c)(i) and (iii) of the Plan allow a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum. The Plan document states that, unless the Committee makes an election below, the amount of a partial lump sum distribution cannot be less than \$100. The Plan document refers to this amount as the “Minimum Lump Sum Amount.”

Sections 8.1(c)(i) and (iii) of the Plan allow the Committee to specify a different Minimum Lump Sum Amount by indicating a dollar amount below and by indicating that such Minimum Lump Sum Amount will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Minimum Lump Sum Amount by inserting the “none” or “0” below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Minimum Lump Sum Amount by making a new election under this section.

The Minimum Lump Sum Amount shall be \$100.

Effective date: 05/21/2013

8.1(c)(ii) MINIMUM INSTALLMENT AMOUNT

Section 8.1(c)(ii) of the Plan allows a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in periodic monthly, quarterly, semi-annual or annual installments. The Plan document states that, unless the Committee makes an election below, the amount of an installment distribution cannot be less than \$100. The Plan document refers to this amount as the “Minimum Installment Amount.”

Section 8.1(c)(ii) of the Plan allows the Committee to specify a different Minimum Installment Amount by indicating a dollar amount below and by indicating that such Minimum Installment Amount will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Minimum Installment Amount by inserting the “none” or “0” below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Minimum Installment Amount by making a new election under this section.

The Minimum Installment Amount shall be \$100.

Effective date: 05/21/2013

8.1(c)(i) and (iii) MAXIMUM ANNUAL NUMBER OF PARTIAL DISTRIBUTIONS PER PLAN YEAR

Sections 8.1(c)(i) and (iii) of the Plan allow a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum. The Plan document states that, unless the Committee makes an election below, the maximum number of partial lump sum distributions in a Plan Year may not exceed 12. The Plan document refers to this amount as the “Maximum Annual Number of Partial Distributions.”

Sections 8.1(c)(i) and (iii) of the Plan allow the Committee to specify a different Maximum Number of Partial Distributions per Plan Year by indicating a different limit below and by indicating that such limit will apply to distributions made after the effective date specified below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Maximum Number of Partial Distributions for a Plan Year by making a new election under this section.

The Maximum Annual Number of Partial Distributions for each Plan Year shall be 12.

Effective date: 05/21/2013

8.1(e) DISTRIBUTION WAITING PERIOD

Section 8.1(e) of the Plan allows a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum or in installments. Section 8.1(e) of the Plan document also states that, unless the Committee makes an election below, a distribution will be delayed for 45 days if the distribution would result in the Participant having an account balance of less than \$500. The Plan document refers to this period as the “Distribution Waiting Period.”

Section 8.1(e) of the Plan allows the Committee to specify a different Distribution Waiting Period by indicating a different limit below and by indicating that such limit will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Distribution Waiting Period by inserting the word “none” below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Distribution Waiting Period for a Plan Year by making a new election under this Schedule A.

The Distribution Waiting Period shall be 0 days.

Effective date: 05/21/2013

SCHEDULE B

CARES Act, SECURE Act and SECURE 2.0 Act Optional Plan Provisions*

****FOR PLANS COMPLETING AND ADOPTING THIS SCHEDULE B FOR THE FIRST TIME, THE RELATED AMENDMENTS TO THE GOVERNING PLAN DOCUMENT SHOULD ALSO BE ADOPTED.***

Effective date of last completion or amendment of this Schedule B: 01/01/2021

Instructions

This Schedule B and all later amendments to this Schedule B are part of the Plan document and should remain attached to the Plan document.

Schedule B is used by the Employer (1) TO ACTIVATE or TERMINATE optional Plan provisions described below, (2) TO MODIFY the default provisions of the Plan described below or (3) TO INDICATE that the default provisions described below will continue to apply under the Plan.

Each section of this Schedule B must be completed by the Employer in connection with the adoption of this amendment and restatement of the Plan. All selections made shall remain effective until this Schedule B is later amended by the Employer.

All section references refer to the corresponding sections of the Plan and all defined terms have the meanings ascribed to them in the Plan.

Employer Elections – Optional CARES Act, SECURE Act and SECURE 2.0 Act Plan Provisions

7.3(i) CARES ACT PLAN LOANS FOR QUALIFIED PARTICIPANTS

Section 7.3(i) of the Plan allows the Employer to permit Qualified Participants to request a CARES Act Plan loan. If adopted, the provision applies to CARES Act loans made to Qualified Participants from March 27, 2020 to September 23, 2020. Unless the Employer designates a lower amount below, the maximum loan amount shall be capped as described in Section 7.3(i) of the CARES Act. Check YES to indicate that CARES Act loans will be permitted. Check NO to indicate that no CARES Act Plan loans will be permitted. Only one option may be elected.

Loan-eligible Participants who are Qualified Participants shall be eligible to request a CARES Act Plan loan and may be granted a loan pursuant to the requirements of Section 7.3(i) of the Plan.

YES

NO

If YES, the maximum loan amount shall be \$_____.

7.3(j) CARES ACT LOAN REPAYMENT DELAY

Section 7.3(j) of the Plan allows the Employer to permit repayment of certain Plan loans made to Qualified Participants to be delayed up to one year. If adopted, the provision applies to Qualified Participants with outstanding loans with repayment due between March 27, 2020 and December 31, 2020. Check YES to indicate that changes to loan repayment schedules pursuant to the CARES Act will be permitted. Check NO to indicate that no changes to loan repayment schedules pursuant to the CARES Act will occur. Only one option may be elected.

Qualified Participants with an outstanding loan under the Plan may have the due date of such loan delayed pursuant to the requirements of Section 7.3(j) of the Plan.

YES

NO

7.5 CORONAVIRUS-RELATED DISTRIBUTIONS

Section 7.5 of the Plan allows the Employer to permit Coronavirus-Related Distributions. The Plan document states that, unless the Committee makes a different election below, the maximum distribution amount shall be \$100,000, as capped by the CARES Act. If adopted, the provision applies to Coronavirus-Related Distributions made between January 1, 2020 and December 31, 2020. Check YES to indicate that Coronavirus-Related Distributions will be permitted. Check NO to indicate that Coronavirus-Related Distributions will not be permitted under the Plan. Only one option may be elected.

The Plan shall permit Coronavirus-Related Distributions, pursuant to Section 7.5 of the Plan, in compliance with the relevant provisions of the Plan and the CARES Act.

YES

NO

The maximum distribution amount shall be \$100,000.

7.6 DISTRIBUTION FOR A NEW CHILD

Section 7.6 of the Plan allows the Employer to permit penalty-free distributions for a new child. If adopted, the provision applies to distributions for a new child made after December 31, 2019. Check YES to indicate that distributions for a new child will be permitted. Check NO to indicate that distributions for a new child will not be permitted under the Plan. Only one option may be elected.

The Plan shall permit distributions for a new child as of the operational effective date described above, pursuant to Section 7.6 of the Plan, in compliance with the relevant provisions of the Plan and the SECURE Act.

- YES
 YES
 NO

7.7 DISTRIBUTION FOR EMERGENCY PERSONAL EXPENSE

Section 7.7 of the Plan allows the Employer to permit one penalty-free distribution per calendar year for an emergency personal expense. If adopted, the provision applies to distributions for an emergency personal expense made after December 31, 2023. Check YES to indicate that distributions for an emergency personal expense will be permitted. Check NO to indicate that distributions for an emergency personal expense will not be permitted under the Plan. Only one option may be elected.

The Plan shall permit distributions for an emergency personal expense as of the operational effective date described above, pursuant to Section 7.7 of the Plan, in compliance with the relevant provisions of the Plan and the SECURE 2.0 Act.

- YES
 YES
 NO

7.8 DISTRIBUTION FOR DOMESTIC ABUSE

Section 7.8 of the Plan allows the Employer to permit penalty-free distributions for domestic abuse. If adopted, the provision applies to distributions for domestic abuse made after December 31, 2023. Check YES to indicate that distributions for domestic abuse will be permitted. Check NO to indicate that distributions for domestic abuse will not be permitted under the Plan. Only one option may be elected.

The Plan shall permit distributions for domestic abuse as of the operational effective date described above, pursuant to Section 7.8 of the Plan, in compliance with the relevant provisions of the Plan and the SECURE 2.0 Act.

- YES
 YES
 NO

7.9 DISTRIBUTION FOR FEDERALLY DECLARED DISASTER

Section 7.9 of the Plan allows the Employer to permit penalty-free distributions for a qualified federally declared disaster. If adopted, the provision applies to distributions for a qualified federally declared disaster made during the time period allowable under Section 72(t)(2)(M) of the Code. Check YES to indicate that distributions for a qualified federally declared disaster

will be permitted. Check NO to indicate that distributions for a qualified federally declared disaster will not be permitted under the Plan. Only one option may be elected.

The Plan shall permit distributions for qualified federally declared disasters as of the operational effective date described above, pursuant to Section 7.9 of the Plan, in compliance with the relevant provisions of the Plan and the SECURE 2.0 Act.

- YES
 YES
 NO

7.10 DISTRIBUTION FOR LONG-TERM CARE CONTRACT

Section 7.10 of the Plan allows the Employer to permit penalty-free distributions for qualified long-term care contracts. If adopted, the provision applies to distributions for qualified long-term care contracts made after December 29, 2025. Check YES to indicate that distributions for qualified long-term care contracts will be permitted. Check NO to indicate that distributions for qualified long-term care contracts will not be permitted under the Plan. Only one option may be elected.

The Plan shall permit distributions for qualified long-term care contracts as of the operational effective date described above, pursuant to Section 7.10 of the Plan, in compliance with the relevant provisions of the Plan and the SECURE 2.0 Act.

- YES
 YES
 NO

8.1(a) ELIGIBILITY FOR DISTRIBUTION

Section 8.1(a) of the Plan provides for the minimum age for in-service distributions to Participants. The Plan document states that, unless the Employer elects a different minimum age below, which shall be no lower than age 59½, the minimum age for in-service distributions shall be 70½. If adopted, the provision applies to distributions made after December 31, 2019. Check YES to indicate that the minimum age for in-service distributions will be changed to the age elected below. Check NO to indicate that no changes will be made to the minimum age for in-service distributions. Only one option may be elected.

- YES
 YES

The minimum age for in-service distributions shall be 59 1/2.

- NO

8.6(h) 2020 RMDS

Section 8.6(h) of the Plan provides for the waiver of required minimum distributions for calendar year 2020 and allows the employer to choose whether a Participant or Beneficiary

Minutes of the Pittsford Town Board for February 22, 2024

will receive 2020 RMDs. If adopted, the provision applies to required minimum distributions for the period between January 1, 2020 and December 31, 2020. Only one option may be elected.

- A Participant or Beneficiary who would have been required to receive a 2020 RMD will receive this distribution unless the Participant or Beneficiary chooses not to receive the distribution; or
- A Participant or Beneficiary who would have been required to receive a 2020 RMD will not receive this distribution unless the Participant or Beneficiary chooses to receive the distribution.

Section 8.6(h) also provides for the treatment of certain distributions in 2020 as eligible rollover distributions. Check one or none.

- 2020 RMDs (as defined in the Plan);
2020 RMDs and Extended 2020 RMDs (both as defined in the Plan); or
-
- 2020 RMDs (as defined in the Plan), but only if paid with an additional amount that is an eligible rollover distribution without regard to section 401(a)(9)(I).

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

**LOCAL LAW NO. 4 OF 2024:
THE ADOPTION OF PROPOSED LOCAL LAW
NO. 4 of 2024: AMENDMENT TO THE PROVISIONS
OF THE TOBEY PLANNED UNIT DEVELOPMENT DISTRICT
(TOBEY PUD), PARCELS 8 AND 12**

Sec. 1 Title

This Local Law shall be known as “Local Law No. 4 of 2024: Amendment to the Provisions of the Tobey Planned Unit Development District (Tobey PUD), Parcels 8 and 12”.

Sec. 2 Regulation of the Tobey Planned Unit Development District

The provisions of the “Tobey Planned Unit Development Zoning, Land Use and Development Regulations”, originally adopted June 12, 1973, as previously amended, are hereby amended to read as set forth on “Exhibit A”, attached hereto and made a part hereof.

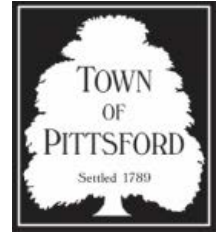
Sec. 3 Severability

If any clause, sentence, phrase, paragraph or any part of this Local Law shall for any reason be adjudicated finally by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Local law, but shall be confined in its operation and effect to the clause, sentence, phrase, paragraph or part thereof, directly involved in the controversy or action in which such judgment shall have been rendered. It is hereby declared to be the legislative intent that the remainder of this Local Law would have been adopted had any such provision been excluded.

Sec. 4 Effective Date

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

MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: February 29, 2024

Regarding: Proposed Tobey PUD Zoning Amendments for Pittsford Oaks Apartments

For Meeting On: March 5, 2024

As you know, the Town Board has been contemplating an application to rezone Tobey Planned Unit Development (PUD) Parcels 8 & 12 at Clover Street and West Jefferson Road to allow the construction of up to 191 units of market rate apartments, instead of the construction of 106 units of senior housing previously approved.

At its meeting held on February 6, 2024, the Town Board provided the applicant/owner of the subject property, 2851 Clover, LLC, with guidance concerning the proposed project, in terms of the change in use from senior to market rate housing, the number of allowable units, parking, and other aspects of the proposed project.

Submitted herewith is proposed Local Law No. 4 of 2024, which would amend the zoning provisions on Parcels 8 & 12 of the Tobey PUD. The amendment would allow the development of up to 175 dwelling units of market rate apartments on a portion of Parcel 8 formerly known as "Barn Bazaar." The unit count of apartments would be reasonably similar to 16 studios, 102 one-bedrooms, 45 two-bedrooms, and 12 three-bedrooms, all within one apartment house limited to 290,000 square feet in size. There would be a minimum of 1.75 parking spaces per dwelling unit. No buildings connected to this project would be allowed on Parcel 12, which adjoins Parcel 8 to the east, facing Clover Street.

Also submitted herewith in support of the proposed local law and project are the following documents: 1) a Town Board resolution to set a public hearing on the proposed local law and to notify SEQRA involved agencies of the Town Board's intent to be lead agency for the project; 2) a completed full environmental assessment form, Part 1, for the project; 3) an updated attorney's letter for the project; 4) color project elevations; 5) a site plan; 6) a landscaping plan; and 7) color renderings.

Should you wish to proceed with this matter, you may use the following resolution:

RESOLUTION

I move that a public hearing before the Town Board be set for April 16, 2024 at 6:00 pm, local time, at the Pittsford Town Hall, to consider proposed Local Law No. 4 of 2024: Amendment to the Provisions of the Tobey Planned Unit Development District (Tobey PUD), Parcels 8 and 12, and to direct the Town Clerk to notify SEQRA involved agencies of the Town Board's intention to act as lead agency for the project.

EXHIBIT A

**TOWN OF PITTSFORD, NEW YORK
TOBEY PLANNED UNIT DEVELOPMENT
ZONING, LAND USE, AND DEVELOPMENT GUIDELINES**

Purpose and Intent:

In accordance with the Town of Pittsford Zoning Law, the Town Board approved the creation of the Tobey Planned Unit Development District (Tobey PUD) on June 12, 1973. The creation of the Tobey PUD divides the development area into discrete development parcels and stipulated specific permitted uses along with design guidelines.

The purpose of the Tobey PUD is to create a land use pattern and development guidelines that will maintain the quality of life for residents and their neighborhoods, to enhance the rural, historic, open space and agricultural aspect of life for the community, and to protect the heritage of Pittsford by employing design standards that are sensitive to the existing community character while being responsive to the future needs and development goals of Pittsford.

The Tobey PUD achieves these goals by limiting the extent of non-residential uses within the PUD, by specifying the extent of office development, and by requiring architectural and landscape design of a residential nature, all with the purpose and intent of creating and preserving the Jefferson Road/Clover Street intersection as a scenic western gateway to the Pittsford community.

Current and any future considerations with respect to the Tobey PUD must take into account the traffic burdens already experienced by this gateway to the Town, and the increased traffic which will result from development within the Tobey PUD, as well as development within the Town and surrounding communities.

General Requirements:

The following general requirements shall apply to all parcels and land use areas described herein.

1. Any infrastructure studies required to accommodate the rational, efficient and cost effective development of the land uses defined herein shall, at the discretion of the Town Board, be prepared by the affected landowners. Costs shall be prorated in accordance with benefits to each landowner as determined by the Pittsford Town Board.
2. Wherever there are inconsistencies between other regulations and these Regulations, the more restrictive will apply unless a determination to the contrary is made upon application to the Town Board.
3. All uses within the Tobey PUD will be subject to site plan review by the Planning Board in accordance with Section 185-76 of the Town of Pittsford Zoning Law. Site specific Environmental Impact Statements may be required for projects to ensure consistency with the Town of Pittsford Comprehensive Plan by virtue of land use, density and design.
4. For purposes of regulating development and use of parcels within the Tobey PUD after initial construction and occupancy, any change of use to one not specified herein may only be authorized by the Pittsford Town Board in accordance with Section 185-70 of the Town

Zoning Law.

5. All buffers and greenways as indicated on the July 15, 1996 URS report and described on the map contained therewith shall be preserved and maintained as part of the PUD. In addition, that parcel of land, as shown on the foregoing map, west of Clover Street and south of the existing Tobey Village Road and east of the access road from the Tobey Village Office Park to the senior living community, shall continue to be preserved as open space, with the exception of the establishment of a parking field (not to exceed 52 spaces) to benefit the Market Rate Apartment House located on Parcel 8 of this PUD.
6. There shall be no storage of any materials outside of any structure, except as may be specifically hereinafter permitted, including any outside refuse containers, dumpsters or other trash receptacles, except that trash receptacles of the minimum size necessary for temporary storage of refuse materials shall be permitted in Parcels 7, 8, 9, 11 and 13 hereinafter described, provided that any such containers shall be approved as part of the site plan by the Planning Board and shall be properly screened from view and appropriately maintained and sanitized so as to avoid health and odor problems. With respect to any approved refuse containers, the hours of collection shall be subject to the approval of the Planning Board.

General Design Requirements:

In designing site development plans and architectural details for structures within the Tobey PUD, the following guidelines will apply. These guidelines will be followed by all reviewing agencies of the Town of Pittsford.

Design Requirements

1. Facades of new buildings should be broken down into smaller masses of varied sizes and orientations to create smaller, human-scale, pedestrian-friendly environments in keeping with the residential character of the community.
2. Unless specific provisions to the contrary are provided herein, no structure shall exceed 30 feet in height. Chimneys attached to such structures may extend 10 feet above the highest point of the building structure. One flagpole, used exclusively for the display of flags, not exceeding 30 feet in height, is permitted.
3. A variety of roof types, heights and gable orientations will be provided in order to retain the town's diverse, yet traditional character. Very steep, flat or very low pitched roofs should be avoided.
4. Building design should creatively reflect traditional elements of the Town. Diversity that is in tune with the massing, proportion and street relationships of traditional buildings will be required. Village-like clusters of buildings should be encouraged over individual structures isolated by parking areas or lawns. Dormers and other architectural elements should be kept in proportion with overall building design. Architectural detailing will be used to create variety and interest of new buildings.
5. The use of traditional materials such as painted or stained wood clapboards, end trim and natural brick and stone, should be encouraged. Materials, textures and colors that are

compatible with existing adjacent residential development will be required.

6. A variety of traditional windows will be required. Excessive regularity or irregularity, large picture windows and glass curtain walls shall be avoided.
7. Signage should be used to provide direction to drivers and pedestrians in commercial and office complexes and should be at scale appropriate to such uses. Consistent, well-designed signage systems for each development parcel will be required as an element of site plan approval. Specific signage requirements are detailed in the specific provisions for each development parcel. In no case will illumination of signage be permitted, unless specifically authorized by the Town Board.

Landscape Architecture/Site Planning

1. New buildings are subject to Design Review and Historic Preservation Board approval.
2. New non-residential buildings should be located with parking areas behind the buildings in order to create non-residential centers that reflect traditional development patterns, such as those found in the Village of Pittsford. Resulting developments should preserve a gateway appearance through this intersection.
3. Attractive pedestrian-oriented open spaces should be created by clustering buildings together to preserve open space along other sections of the street or behind the buildings.
4. Street trees will be required to shade and enclose the street and to define the edge of the public areas and private space.
5. Pedestrian-oriented environments, particularly within residential areas, commercial and office complexes and as entry features between parking facilities and buildings in stand-alone developments, will be required.
6. The design of new buildings will reflect the historic architecture of the town in terms of scale, massing, roof shape, gable orientation, window size, shape, and spacing, and exterior materials. Special attention to compatibility of color, materials, form and textures with adjacent structures and the context of the project site with its surroundings will be required.
7. Large buildings will be required to be compatible with the townscape by designing breaks in the building mass and roof lines, and by including appropriate architectural detail. New buildings should be scaled down into groupings of smaller structures to avoid large bulky masses.

Parking and Traffic

1. Where practicable, parking should be located behind commercial and office structures to visually screen them from the road. As an alternative, depressed parking lots that minimize parking lot visibility may be acceptable. Terrain will govern the acceptable parking approach.
2. Landscaping of parking areas designed to provide shade and buffer adjoining uses will be required. Large areas of asphalt should be divided into smaller units through the use of landscaping or other innovative techniques.

3. Adjacent non-residential areas will be required, where practicable, to share parking areas and provide inter-connections.
4. Outdoor lighting should be screened by shields or hoods to prevent glare onto adjacent premises. Intensity levels of individual fixtures should be reduced by utilizing a large number of smaller light poles. In smaller pedestrian areas, lights will be utilized to improve the quality of lighting. All outdoor lighting should be limited to 3,000 K or less.

Specific Provisions:

The following land uses, building coverage (maximum square footage), residential unit counts, and site design guidelines will apply to each land use area delineated on the attached conceptual map entitled "Proposed Land Use Plan - Tobey Planned Unit Development" prepared by URS Consultants, Inc. and dated July 16, 1996. SBL numbers identify and describe parcel location and configuration reference official County Tax maps produced and maintained by the Monroe County Real Property Tax Agency, approved in 1981 and revised as of March 19, 1996.

Parcel 1 (SBL: 163.36-01-51) Tobey Court

Uses: Uses for this parcel will continue as single family townhomes with no more than ninety-four (94) total units developed.

Access: Access will continue to be provided via the present access road, At such time as existing Tobey Road is abandoned as a public road, the Town of Pittsford will ensure adequate access to the realigned Tobey Road is provided.

Landscaping: Will be maintained as currently provided.

Signage: Shall be in accordance with Section 185-134 of the Pittsford Town Code.

Parcel 2 (SBL: 163.12-2-1) Tobey Crescent

Uses: Currently fully developed with six (6) residential single family units. No additional development will be permitted on this parcel.

Access: Access is provided through Stonecreek Lane which intersects with Tobey Road at a point directly across from Tobey Brook.

Landscape: A landscape buffer will be maintained along the Tobey Road frontage.

Signage: Shall be in accordance with Section 185-134 of the Pittsford Town Code.

Parcel 3 (SBL: 163.12-1-20 to 51 to 77) Tobey Woods; and

Parcel 4 (SBL 163.12-1 -2 to 19 to 52 to 76) Tobey Brook

Uses: Currently fully developed with thirty-two (32) and forty-two (42) residential units respectively. No additional development will be permitted for these parcels.

Signage: Shall be in accordance with Section 185-134 of the Pittsford Town Code.

Parcel 5 (SBL: 163.12-1-1 and a portion of 163.02-1-35.1) Tobey Meadows and Clover Estates

Uses: Currently fully developed. No additional development will be permitted for this parcel.

Landscaping: Vegetative screening will be established and maintained along the parcel's eastern and southern boundary. In addition, the floodplain/wetlands complex adjacent to the West Brook of Allens Creek will be maintained as permanent open space with provisions for establishing connecting trailway access at the discretion of the Town of Pittsford.

Signage: Signs shall be in accordance with the following:

- A. One freestanding sign at the entranceway to the development will be permitted. Such sign and structure containing such sign shall together not exceed 4 feet in height and 8 feet in length above grade and shall not have more than one side. Such sign shall not be closer than ten feet to any lot line, and shall not obstruct vehicular or pedestrian visibility. Such sign may be illuminated by one clear constant landscape light arranged so that it does not project, dispense or display any light rays onto adjacent properties or right-of-ways.
- B. The Planning Board shall approve the location, design and construction of any proposed sign, as well as any landscaping for any proposed sign.

Parcel 6 (SBL: 163.02-1-35.1 [portion]) Future Residential

Uses: No more than two (2) single family residential units shall be developed.

Access: Shared access will be established along Clover Street and will be coordinated with the NYS Department of Transportation.

Landscaping: Residential units will be screened from view and noise by a vegetative berm along the parcels frontage on Clover Street. Additionally, the floodplain/wetlands complex centered on the West Branch shall be preserved as permanent open space with provisions for trail access at the discretion of the Town of Pittsford.

Signage: Shall be in accordance with Section 185-134 of the Pittsford Town Code.

Parcel 7 (SBL: 163.02-1-35.1 (portion) Senior Living Community

This parcel shall be subject to the general requirements, general design requirements, landscape architecture and site plan requirements, and traffic and parking requirements as outlined above, except as modified by the November 19, 2002 Town Board Resolution, which replaces the Resolutions dated July 17, 2001 and December 19, 1995.

Parcel 8 (SBL: 163.02-1-24.211, -24.21, -25, -34, and -63 to -72)

Uses: As further clarification and definition of the requirement for this parcel, which contains both an office park known as Tobey Village Office Park and a commercial/retail area formerly known as Barn Bazaar, the following shall apply:

A. **Tobey Village Office Park (Including Pittsford Federal Credit Union).** This 14.79 acre portion of the parcel includes 155,640 square feet of existing building usable area* (refer to Exhibit “B”: Tobey Village Office Park- Building Layout and Parking Map and Exhibit “C”: Tobey Village Office Park- Area Calculations dated 6/6/19). There are 696 parking spaces directly associated with the Office Park inclusive of handicapped accessible spaces.

Further development of loft/second floor spaces within the footprint of existing buildings is allowable, not to exceed 15,000 usable square feet, reasonably consistent with Exhibit “C”, and subject to NYS building code compliance. No further development within basement areas, beyond that which currently exists, is allowed. No further buildings or expansion of footprints shall be allowed on this portion of Parcel 8, except for minor building entrance modifications to update and improve existing individual buildings. (These modifications shall not result in additional usable area.) Expansion of usable area or changes in use within the Office Park area, shall be dependent on evaluation of the parking conditions at that time.

As part of the Building Permit application, a current parking survey of the area shall be provided to the Building Inspector for expansion of usable area or changes in use within the Office Park. At the Building Inspector’s discretion, the parking survey may be referred to the Planning Board for review to ensure adequate parking is maintained to ensure safety and security of the Office Park.

Uses within Tobey Village Office Park shall be limited to general offices, business services and professional/medical offices.

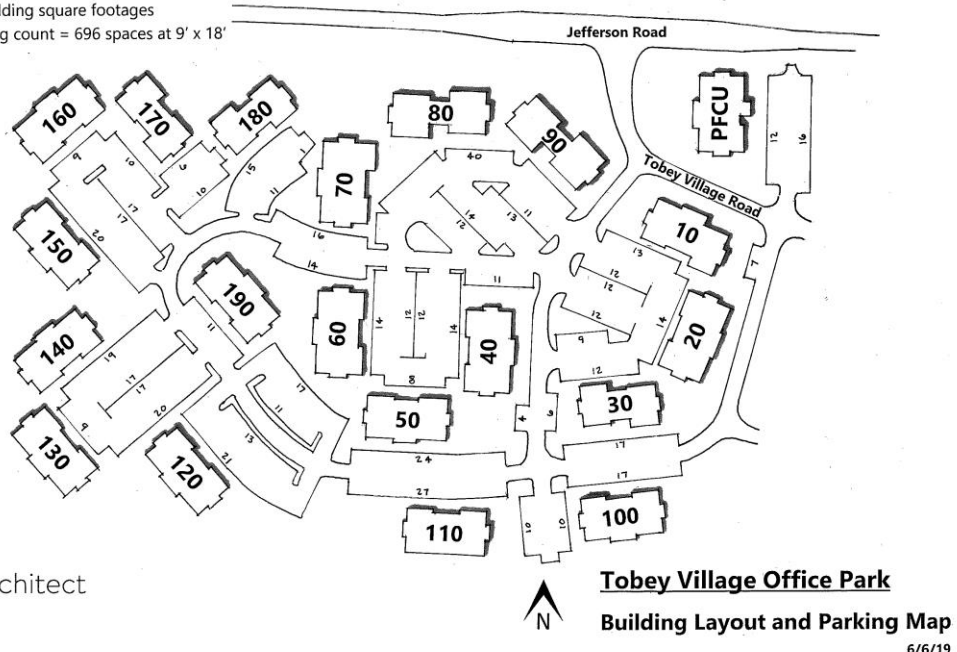
* Total Usable Area

BOMA (ANSI/BOMA Z65.1-2010) defines usable area as occupant area plus building amenity areas that are convertible to Occupant Area. Shared conference rooms, exercise areas/fitness centers, childcare centers, and vending areas are classified as Building Amenity Areas. Usable area does not include Building Service Areas, such as building lobby and corridors; fire control center and equipment; restrooms and janitors’ closets; mechanical, electrical and communications rooms and closets; truck loading, receiving and trash; or building management and maintenance.

Notes:

- Refer to Exhibit “C” (Tobey Village Office Park Area Calculations) for building square footages
- Total existing parking count = 696 spaces at 9’ x 18’

Exhibit “B”



JDurfee, Architect

435 Wilkens Road
Hamletta, New York
14467

6/6/19

EXHIBIT "C"

**TOBEY VILLAGE OFFICE PARK
AREA CALCULATIONS
6/6/19**

	A	B	C	D	E	F	G	H	I
	BLDG.	First Floor Usable Area (SF)	First Floor Interior Gross Area (SF)	Basement Type	Potential Basement Net Usable SF (Finished Area)	Existing Basement Usable SF (Finished Area)	Potential Loft/Second Floor Usable SF	Existing Loft/Second Floor Usable SF	Existing First Floor, Existing Basement and Potential Loft/Second Floor Usable SF (Combined Total)
2	10	6753	7,674	None	-	-	-	-	6,753
3	20	6836	7,736	None	-	-	1,015	1,015	7,851
4	30	5280	6,000	Full	5,080	-	-	-	5,280
5	40	6836	7,736	None	-	-	1,800	-	8,636
6	50	6836	7,736	None	-	-	1,800	-	8,636
7	60	6836	7,736	None	-	-	1,800	-	8,636
8	70	7155	8,151	None	-	-	1,800	-	8,955
9	80	6836	7,736	Full - Daylight	6,652	5,110	1,800	-	13,746
10	90	6836	7,736	Full - Daylight	6,652	4,093	1,800	-	12,729
11	100	6836	7,736	None	-	-	1,800	-	8,636
12	110	7133	8,106	None	-	-	1,015	900	8,148
13	120	6836	7,736	None	-	-	1,100	-	7,936
14	130	6836	7,736	None	-	-	750	-	7,586
15	140	7088	8,054	None	-	-	-	-	7,088
16	150	6836	7,736	None	-	-	1,800	-	8,636
17	160	5280	6,000	Full - Daylight	5,080	-	1,524	-	6,604
18	170	5839	6,633	Full - Walkout	5,649	5,649	1,524	-	13,812
19	180	5280	6,000	Full - Walkout	5,080	4,290	1,524	-	11,894
20	190	6836	7,736	None	-	-	1,800	-	8,636
21	20 TV RD (PFCLD)	4730	5,154	Full - Walkout	3,896	3,896	1,553	1,553	9,679
22	Totals	129,254	146,830		38,049	23,038	26,205	3,368	178,477
23									
24	Revised 6/6/2019								
25		Notes:							
26		1) Existing Parking = 696 spaces (at assumed 4/1000 SF yields 174,000 SF allowable area)							
27		2) Existing Usable = 155,640 SF (Total all levels)							

1) Signage: There will be no advertising signage which is visible from West Jefferson Road, Tobey Village Road or Clover Street for Tobey Village Office Park except as follows:

- a. One identification sign structure at Tobey Village Road and Clover Street for the Office Park with a base feature of 135 square feet and four (4) 2 sided signs at 6 square feet each side.
- b. One identification sign at Tobey Village Road and Jefferson Road for the Office Park with a base feature of 135 square feet and four (4) 2 sided signs at 6 square feet each side (existing)
- c. One identification sign at Tobey Village Road and West Jefferson Road for a Pittsford Federal Credit Union ground mounted sign up to 15 square feet.
- d. Pittsford Federal Credit Union ground mounted sign up to 12 square feet marking the parking lot entrance to Pittsford Federal Credit Union on Tobey Village Road.

B. Market Rate Apartment House. The commercial/retail area formerly known as Barn Bazaar and a portion of Parcel 12 is to be redeveloped for up to 175 dwelling units of Market Rate Apartments. The “project area” specifically includes a 5.333 +/- acre portion of Parcel 8, a 1.157 +/- acre portion of Parcel 12 and a 0.518 +/- acre parcel used for apartment parking on the south side of Tobey Village Road. The “project area” totals 7.008 +/- acres. The maximum gross square footage of the Apartment House is limited to 290,000 square feet. The unit count of apartments must be reasonably similar to (16)-studios, (102)-one bedroom, (45)-two bedroom, and (12)-three bedroom apartments, as indicated on the Town Board submission received February 15, 2024.

The following items relate to the Market Rate Apartment House project described above:

- 1) Access: Access to the project shall be derived from the existing Tobey Village Road.
- 2) Height: The permitted maximum height of the Market Rate Apartment House:
 - a. As measured from the finished grade of the main entrance to the topmost part of the roof, shall be 48 feet. Building heights measured from finished grade around the building must not exceed the heights as identified on plans and elevations received on February 27, 2024 and is subject to approval by the Design Review and Historic Preservation Board. Chimneys and/or venting is allowed to extend above roof lines as required by building code.
- 3) Setbacks: The minimum setbacks shall be as follows:
 - a. To Tobey Village Road right-of-way (ROW) - 20 feet.
 - b. To the rear property line of 2867 Clover Street - 35 feet.
 - c. To the West Jefferson Road ROW - 70 feet.
 - d. To the Clover Street ROW transition to West Jefferson Road - 120 feet.
 - e. To the Pittsford Federal Credit Union property line - 15 feet.
- 4) Parking:
 - a. This Market Rate Apartment House contemplates parking underneath the residential units, as well as surface parking. The parking requirement shall be a minimum of 1.75 spaces per dwelling unit, which must be provided on the project area. Further expansion of parking on Parcel 12 beyond the land-banked parking shown on plans submitted to the Town Board received February 15, 2024 is prohibited.
 - b. Locations for electric vehicle parking and charging is subject to approval by the Department of Public Works and the Town Fire Marshal.
 - c. Parking lot lighting shall be dark sky compliant except as may be approved by the Planning Board.
- 5) Landscaping:
 - a. The land between (a) the Pittsford Federal Credit Union and the Market Rate Apartment House and (b) West Jefferson Road and Clover Street will be maintained as open space, except for required emergency access.
 - b. Landscaping is required to be consistent with the Tobey PUD general provisions.
 - c. As part of the site plan review process, the final landscaping plan will be subject to review and approval by the Planning Board, with a focus on buffering public views and the historic home on Clover Street. The Planning Board will apply the landscaping cost requirements set forth in Town Code §185-194(C).
- 6) Signage: There will be no advertising signage which is visible from West Jefferson Road, Tobey Village Road or Clover Street for the Market Rate Apartment House except as follows:
 - a) Signage is subject to issuance of a Building Permit and Design Review and Historic Preservation Board approval. Interior lighting of signage is prohibited.

- b) One one-sided identification sign at or near the intersection of Clover Street and West Jefferson Road, not to exceed 28 square feet.
- c) One identification sign at Tobey Village Road and Clover Street, which may be two-sided and not to exceed 24 square feet per side.
- d) One identification sign at the main driveway entrance on Tobey Village Road which may be two-sided and not to exceed 20 square feet per side. Exterior illumination is permitted for this identification sign.
- e) Directional, informational and/or wayfinding signage shall be permitted on Tobey Village Road and the development parcels, subject to Department of Public Works review and possibly Design Review and Historic Preservation Board approval.
- f) Temporary signage during construction: a total of two (2) two-sided signs, not to exceed 32 square feet per side, will be allowed and located at the intersection of Tobey Village Road with West Jefferson Road and Tobey Village Road with Clover Street.

Parcels 9 and 10 (SBL: 163.02-1-13; SBL: 163.02-1-15 and 16) Allowed Uses

YMCA Use: An allowed use for these parcels is a YMCA facility, being a structure not to exceed a total of 140,000 square feet of gross floor area in a two (2) story building (or three (3) stories if a “walk-out” level is built below the grade at the main building entrance), with a building footprint not to exceed 75,000 square feet of gross floor area, and the building height to be no higher than 50 feet above grade at the main entrance to the building. As used in these Regulations, the term “gross floor area” shall mean the interior floor area measured from the interior surface of the exterior enclosure of the building, and excluding the roof. The building placement as demonstrated in Exhibit A hereto designates the “Building Area” in which the facility is to be located as well as an example of a building footprint that reflects a gross floor area of 75,000 square feet. All normally accepted services consistent with modern YMCA facilities, including medical offices and rehabilitation facilities not to exceed 15,000 square feet of gross floor area, and including food services and access to credit union/banking ATM and related services, are allowed. Up to a total of 675 parking spaces are permitted, including up to 60 accessible parking spaces (which accessible parking spaces will satisfy then current Americans with Disabilities Act (“ADA”) Standards for Accessible Design). Further, additions to and/or expansion of the allowed YMCA use or other use may be permitted by the Town Board up to an additional 43,200 square feet of gross floor area (for a total of up to 183,200 square feet of gross floor area) including an additional gross floor area of footprint of up to 23,143 square feet (for a total footprint not to exceed 98,143 square feet of gross floor area, with additional parking up to an additional 125 parking spaces (for a total of 800 parking spaces), including up to an additional 20 accessible parking spaces (for a total of 80 accessible parking spaces), which accessible parking spaces will satisfy then current ADA Standards for Accessible Design. Such expansion may be in one (1) or more phases and may be either a separate building (including a maintenance and storage building ancillary to the YMCA facility not to exceed 3,000 square feet of gross floor area and 20 feet in height (the “Maintenance Facility”)) and/or an addition to the main building. Any such expansion may only be permitted by the Town Board if it is shown that such additional development, mitigated as necessary, will not result in an undue burden on traffic. The building structures and any additions and/or expansions may be located in one or more portions of Parcels 9 and 10 designated on Exhibit A hereto as “Building Area” (and, with respect to the Maintenance Facility only, on any other portion of Parcel 10) provided that the building structures and any expansions shall be setback no less than 4 feet from the property lines (being setback approximately 140 feet from the existing centerline of Jefferson Road and approximately 90 feet from the existing centerline of Clover Street).

Applicability of General Requirements. Design Requirements. Landscape Architecture/Site Planning and Parking and Traffic Provisions.

The new Southeast Family Branch YMCA to be located on Parcels 9 and 10 will be a unique structure to the Tobey PUD. The size, scale and mass of a facility such as the new Southeast Family Branch need to be consistent with other modern YMCA's and bring special considerations that differ from development that consists of mixed use or multiple structures found on adjacent parcel locations. Accordingly, when applying the above portions of these Regulations with respect to the design, development and/or use of Parcels 9 and/or 10 for or in connection with YMCA use, the various Boards and other bodies with jurisdiction over the project will provide appropriate exceptions and allowances to the Regulations. Specifically, the following unique features will be permitted:

- A. Storage of trucks and large snow removal equipment outside of structures will be permitted on such portions of Parcels 9 and/or 10 as will reduce to the extent possible their visibility from either Jefferson Road or Clover Street. In addition, trash receptacles of the minimum size necessary for temporary storage of refuse materials shall also be permitted in Parcels 9 and 10, provided that any such containers shall be approved as part of the site plan by the Planning Board and shall be properly screened from view and appropriately maintained and sanitized so as to avoid health and odor problems.
- B. The facade of the YMCA building shall be scaled, massed and broken up into varying sizes as appropriate and feasible to the unique programmatic areas of a YMCA such as natatoriums and gymnasiums. Human scale and pedestrian friendly environments shall be utilized and contextual character of the architecture will harmonize with and compliment the Pittsford community.
- C. The height of the structure shall be 50 feet above grade at the main entrance to the building. Chimneys, cupolas and other similar architectural accents attached to the structure may extend up to 10 feet above the highest point of the building structure. One flagpole, used exclusively for the display of flags, not exceeding 50 feet in height, is permitted. Roof types and height may vary in order to retain the Town's character. Efforts will be utilized to avoid expansive flat or low pitched roofs; however flat roofs may be utilized as and where required for mechanical equipment and/or to achieve economies in construction and/or construction costs. The use of curtain wall type construction shall be allowed. Locations shall be contextual, in concert with materiality and the philosophy of the YMCA mission and allow the use for sustainable practices.
- D. The parking areas and/or outdoor recreation uses may be located within that portion of Parcels 9 and 10 designated on Exhibit A hereto as "Site Development Area". A covered pedestrian walkway(s) will be allowed to be constructed or installed in the area designated on Exhibit A as "Site Development Area" (subject to concept plan review by the Town Board and site plan review by the Planning Board), the square footage of which shall not be included in the calculation of the maximum square footage of gross floor area of any and all buildings permitted to be constructed in Parcels 9 and 10 pursuant to these PUD regulations.

YMCA Signage: All signs shall be approved, as to design, in accordance with the provisions of Article

XXXI of Chapter 185 of the Town Code. In addition, the following specific sign requirements shall apply:

- A. Temporary signage announcing that the site is the “Future Home of the YMCA”, or similar language, and/or language acknowledging or referring to any donor, sponsor or philanthropist is allowed, with one double-sided sign along Clover Street and one double-sided along Jefferson Road. Such signs may be erected after transfer of ownership of the property to the YMCA and shall each not be larger than eight (8) feet by twelve (12) feet in size and setback at least twenty-five (25) feet from the paved roadway.
- B. At the time the facility is constructed: (i) a monument sign with (x) YMCA text and/or logo, (y) text and/or logo of any donor, sponsor or philanthropist, and/or (z) the text and, at YMCA’s option, text and logo of any health care provider operating the medical offices and rehabilitation facilities may be placed at the main entrance on Jefferson Road. Such sign may be a two-sided illuminated sign which is up to seven (7) feet in width and up to six (6) feet two (2) inches in height; with a minimum base of seven (7) feet in width and three (3) feet four (4) inches in height; and (ii) a monument sign with (x) YMCA text and/or logo, (y) text and/or logo of any donor, sponsor or philanthropist, and/or (z) the text and, at YMCA’s option, text and logo of any health care provider operating the medical offices and rehabilitation facilities may be placed at the south side of the entrance on Clover Street. Such sign shall be a one-sided illuminated sign facing north which is up to six (6) feet in width and up to five (5) feet two (2) inches in height; with a minimum base of six (6) feet in width and two (2) feet four (4) inches in height.
- C. Up to two (2) signs are allowed on corners of the building, one facing Clover Street and one facing Jefferson Road. Such signs may each be up to eighty-four (84) inches in height and up to ninety-seven and one half (97.5) inches in width and contain YMCA text and/or logo and, at YMCA’s option, text and/or logo of any donor, sponsor or philanthropist.
- D. The following additional signs will be allowed on the building:
 - 1. A front door main entrance sign on the northerly side of the building containing (i) YMCA text and/or logo, and/or (ii) text and/or logo of any donor, sponsor or philanthropist constructed of brushed aluminum letters up to thirty-six (36) inches in height and up to one hundred forty four (144) inches in width;
 - 2. A sign at or above the entrance on the westerly side of the building containing YMCA text and/or logo up to twenty-four (24) inches in height and up to ninety-six (96) inches in width. This sign may be visible from Jefferson Road;
 - 3. A sign on the building at or above the entrance to the child daycare center containing YMCA text and/or logo and appropriate additional identifying information, including logo, up to twenty-four (24) inches in height and up to ninety-six (96) inches in width; and
 - 4. A sign on the building at or above the entrance to the medical offices and/or rehabilitation facilities containing text and appropriate identifying information, including logo regarding the health care provider operating the same up to twenty-four (24) inches in height and up to ninety-six (96) inches in width.

E. No other signs shall be visible from Jefferson Road or Clover Street.

Office Campus Mixed Use: These parcels are, alternatively, approved for up to 10,000 square feet per acre of gross floor area for the creation of an office campus, which shall exclude medical office use, and which may include residentially designed executive hotel-type facilities, and may also include retail uses which would be limited to ancillary services required for the office and executive hotel units; further, provided that the foregoing uses shall be subject to prior approval by the Town Board for the purposes of determining whether the specific concept site plan creates an appropriate balance of uses for the area, and whether the plan would place an undue burden with respect to traffic and other environmental considerations.

Office Campus Mixed Use Signage: All signs shall be approved, as to design, in accordance with the provisions of Article XXXI of Chapter 185 of the Town Code. In addition, the following specific sign requirements shall apply:

- A. Signs shall be limited to one sign or structure at each entrance from the public right-of-way.
- B. If the sign is part of a stone, brick or other permanent structure, the sign shall not exceed 16 square feet in size and the structure and sign shall not exceed three feet in height.
- C. No other signs shall be visible from Jefferson Road or Clover Street.

Concept Plan Approval: Prior to the review, by the Town Planning Board, of a specific site plan for development of the parcel for any allowed use, the Town Board shall review and approve the site concept as to general layout, building location and configuration, general architecture, parking and traffic management and related site development. This review, as well as subsequent reviews by the Planning Board and other bodies having jurisdiction over the project, will be conducted in conformance with the exceptions, allowances and requirements set forth herein with respect to the development of Parcels 9 and 10 for YMCA use.

Access: The main access point for any allowed use shall be provided along Jefferson Road and shall be aligned with the existing Tobey Village Road. Such access shall include a signalized intersection with turning lanes, as approved by the NYS Department of Transportation. A second access point for any allowed use shall be provided on Clover Street at its existing curb-cut location and will only permit ingress from (and not egress to) the southbound lane of Clover Street. In addition to the foregoing, the pre-existing access point at the southwestern portion of Parcel 9 along Jefferson Road (NY Route 252) shall be preserved for future use, but may only be developed for vehicular egress going westbound and shall be subject to all applicable New York State Department of Transportation requirements.

Landscaping: For any allowed use, landscape buffer shall be established along the Jefferson Road frontage, adjacent to residential uses to the west and along the parcel's northern boundary.

Western Boundary Buffer Area: That portion of Parcel 9 located west of the area designated "Parking and Recreation Area" on Exhibit A hereto shall be maintained as a buffer (the "Buffer Area") in which no buildings, structures or improvements may be constructed, erected or installed excepting only any improvements constructed, erected or installed solely for the purposes of (i) surface and stormwater retention and/or drainage, and (ii) providing utility services only to the YMCA facility. Notwithstanding the foregoing, in the event additions to and/or expansions of the allowed YMCA use or other use are

permitted by the Town Board up to an additional 43,200 square feet of gross floor area as hereinbefore provided in these regulations, any and all additional parking in connection with any such permitted additions and/or expansions (up to an additional 125 parking spaces) shall be located in the eastern half of the Buffer Area if impracticable or undesirable to fit in the existing designated Parking and Recreation Area.

Parcel 11 (SBL: 163.02-1-17 and 18) Limited Business

(Parcel added by Resolution dated July 16,1996).

Uses: This parcel is presently a pre-existing, non-conforming use as a garden store. The parcel also contains a single family dwelling in conformity with the residential zoning applicable to this parcel. In adding this parcel to the PUD, the present garden store usage and single family residence are being affirmatively approved. However, this Resolution recognizes that the current garden store use, parking and outside storage is not totally contained within the limits of tax parcels identified and in no way legitimizes this condition. As a condition of authorizing the previously non-conforming use, the existing structure must be contained within the parcel boundaries, including outside storage and permitted traffic/parking. Such conformance shall be subject to approval by the Planning Board. A plan shall be submitted to the Planning Board within six months of the approval of this Resolution.

The redevelopment of this parcel is approved for up to 10,000 square feet of gross usage area per acre which shall include floor area and any area used for outside storage or display. The uses allowed include a garden store along with ancillary uses including garden supply sales, lawn mower and garden power equipment sales and service, garden implement and tool sales, florist shop, landscape material sales, residential greenhouse and supply sales and residential pool sales and supplies. Such redevelopment is subject to the following conditions:

- A. No redevelopment can proceed without the current structures being brought into compliance.
- B. Outside storage shall be limited to the garden store seasonal materials only which shall be adjacent to the garden store structures.
- C. One dumpster or similar refuse container shall be allowed on this portion of the property, provided it is properly screened by use of vegetative buffer of fencing.
- D. Any change of use from those stipulated herein shall be subject to the approval by the Town Board. In considering such change in use, the Town Board shall consider whether the change maintains an appropriate balance of uses for the area, and whether the uses contemplated would place an undue burden with respect to traffic and other environmental considerations. In addition, given the other uses in the PUD, any future changes of use should be uses closely aligned to those approved herein and not for office, commercial or multifamily residential uses.

Access: All access to uses will be derived from no more than two points of access on Clover Street. New access may not be established closer than 200 feet from the intersection of the right-of-way lines of Clover Street and Jefferson Road.

Landscaping: In addition to the general guidelines stipulated herein, a vegetative buffer visually screening

intrusive uses from Jefferson Road shall be maintained. Mature trees shall be retained and incorporated into the site development plan particularly the mature trees that line the bank of the West Branch of Allens Creek as it bisects the site. All uses will be visually screened from view of users of the New York State Erie Canal and adjacent towpath. Pedestrian access between the greenway along the Erie Canal and the proposed Allens Creek West Branch green way will be integrated into any approved pedestrian access required as a condition of site plan approval.

Signage: Signs shall be in accordance with the following:

- A. One free-standing sign near a public highway stating the property address and/or business name will be permitted. Such sign shall not exceed 16 square feet in size per side, and shall not have more than two sides. The highest point of such signs shall not exceed four feet above grade. Such signs shall not be closer than 10 feet to any lot line and shall not obstruct vehicular or pedestrian visibility.
- B. Each business may have one sign on the face of any building structure setting forth the name of the business or office therein. Any such sign shall not exceed one foot in height by two feet in length. Each sign shall be uniform in size, style, materials, lettering and coloring. Such sign shall not contain advertising or other promotional material.
- C. No other internal signage shall be visible from Jefferson Road or Clover Street. All signs shall be subject to prior approval by the Planning Board.

Parcel 12 (SBL: 163.02-1-22/23) Residential Office

(Parcel added by Resolution dated July 16, 1996).

Uses: (a) On tax parcel 163.02-1-22, single family detached residential use, or alternate use as a bed and breakfast or office, in the existing structure shall be permitted. In addition, any modifications or additions to existing structures shall be designed to maintain the architectural integrity and residential character of this tax parcel, (b) On tax parcel 163.02-1-23.1, permitted uses shall be: parking limited to 11 spaces and a fire lane to complement the development of Parcel 8 (Market Rate Apartment House). No buildings may be constructed on this tax parcel.

Access: The access point to Clover Street on tax parcel 163.02-1-22 shall be maintained in its present location. Access to tax parcel 163.02-1-23.1 remains to and from Tobey Village Road.

Landscape: As provided in general requirements, all parking should meet the locational requirements outlined in General Design Guidance Section of this Resolution and will be screened from view from Clover Street by berming and landscape plant materials. Lighting shall be designed to minimize its impact on adjacent residential uses.

Signage: Signs shall be in accordance with Section 185-134 and/or Section 185-138 of the Pittsford Town Code (depending on the use of the property), as well as a monument entry sign for the principal use of Parcel 8 (Market Rate Apartment House) at a location and size to be determined by the Planning Board.

Outside refuse storage: Trash receptacles of the minimum size necessary for temporary storage of refuse materials shall be permitted provided that any such containers shall be approved as part of the site plan by the Planning Board and shall be properly screened from view and appropriately maintained and

sanitized so as to avoid health and odor problems.

Parcel 13 (SBL: 163.02-1-21) Residential/Office

(Parcel added by Resolution dated July 16, 1996).

Uses: Uses allowed for this 1.55 acre site will include no more than 5 single family detached residential units or 9 townhomes, provided the site planning, amenities and architectural design is consistent with units currently available in Parcel 1, Tobey Court. As an alternative, no more than 10,000 square feet/acre of gross floor area for nonmedical personal service office space may be constructed. Should an office plan be presented, that portion of the parcel east of Allens Creek West Branch will be reserved for required floodwater storage and as a vegetative buffer between office uses and adjacent residential units. No development will be permitted within the floodway.

Additionally, no building constructed on 1.55 acre site shall exceed an average height of thirty six and five one-hundredth's (36.05) feet and thirty seven and one-half (37.5) feet at its highest point.

Access: Access will be derived from existing Tobey Road at the southwest corner of the parcel. At such time as the right-of-way for Tobey Road is abandoned to the Town of Pittsford, the parcel owner shall acquire portions of that right-of-way from Monroe County for use as access and parking.

Landscaping: Existing mature vegetation east of Allens Creek West Branch shall remain. In addition, mature trees west of Allens Creek West Branch will be saved and incorporated into a landscape plan where practicable. All parking should meet the locational requirements outlined in General Design Guidance Section of this Resolution and will be screened from view from Clover Street and residences in Tobey Court by berming and landscape plant materials. Low level residential scale lighting shall be required in order to minimize the project's impact on adjacent residential uses and roadways.

Signage:

Signs shall be in accordance with the following:

- A. One freestanding sign near a public highway stating the property address only will be permitted. Such sign shall not exceed 2 feet in height and 4 feet in length and shall not have more than two sides. Such sign shall be at least 2 feet and 6 inches above grade, and the highest point of any structure containing such sign shall not exceed four feet and six inches above grade. Such sign shall not be closer than ten feet to any lot line, and shall not obstruct vehicular or pedestrian visibility. Such sign may be illuminated by one clear constant landscape light per side of the sign, arranged so that it does not project, dispense or display any light rays onto adjacent properties or right-of-ways. Such landscape lights shall be extinguished not later than 10:00 p.m.
- B. One sign affixed to the face of the building in close proximity to the main entrance stating only the name of the business or offices therein. Such sign shall not exceed two feet by two feet in size and shall not extend above the height of the main entrance door. Said sign may not be illuminated except by entrance lighting otherwise approved for the building.
- C. The location and landscaping for the freestanding sign shall be as per the application and the site plan modification design dated 04/13/98.

- D. The foregoing signs shall be of a design and construction approved by the Planning Board.

Trash Receptacles:

An enclosure for the temporary storage of refuse shall be allowed subject to the following conditions:

- A. A covered enclosure not larger than 9 feet 4 inches by 13 feet 4 inches in size to accommodate standard wheeled trash containers, constructed of split face block in accordance with the design of the office building on the site, shall be permitted.
- B. The enclosure shall be located and landscaped as proposed in the application and the site plan modification design dated 4/13/98 in the northwest corner of the parcel with a setback of 4 feet from the westerly lot line and 8 feet from the northerly lot line being permitted.
- C. At all times the landscaping will include evergreens of sufficient height and maturity to adequately screen the enclosure.
- D. At no time shall the enclosure contain any trash dumpster or similar device.
- E. The enclosure shall not result in a reduction of available parking spaces approved and required for the site.
- F. Trash removal from the enclosure shall occur at times similar to that provided for residential trash removal in the surrounding neighborhood.
- G. The enclosure will be properly maintained so as to prevent odors or any unsanitary conditions, and the enclosure shall be kept closed and secured except when in use.
- H. The foregoing shall be subject to such further conditions and approvals as may be imposed by the Planning Board which may include approval of the trash receptacles and hours for trash removal.

Parcel 14 (SBL: 163.02-1-20) Community Service/Residential (Parcel added by Resolution

dated July 16,1996).

Uses: Uses will continue as public services. Any expansion of that use will, however, be consistent and compatible with future residential use of the property. As such time as the current use is discontinued, the parcel shall revert to single family residential use or, as an alternative, townhomes at a density and with a design compatible with those provided in Parcel 1, Tobey Court.

Access: Access will continue to be provided from- existing Tobey Road. As such time as Tobey Road is realigned, the Town of Pittsford will ensure that new access be provided in a manner which provides adequate site distance for emergency vehicles accessing the site.

Landscape: As currently provided.

Signage: Signs shall be in accordance with the following:

- A. One freestanding sign at the entranceway to the Ambulance facility will be permitted. Such sign and structure containing such sign shall together not exceed 3 feet in height and 6 feet in length above grade and shall not have more than two sides. Such sign shall not

be closer than ten feet to any lot line, and shall not obstruct vehicular or pedestrian visibility. Such sign may be illuminated by one clear constant landscape light per side arranged so that it does not project, dispense or display any light rays onto adjacent properties or right-of-ways.

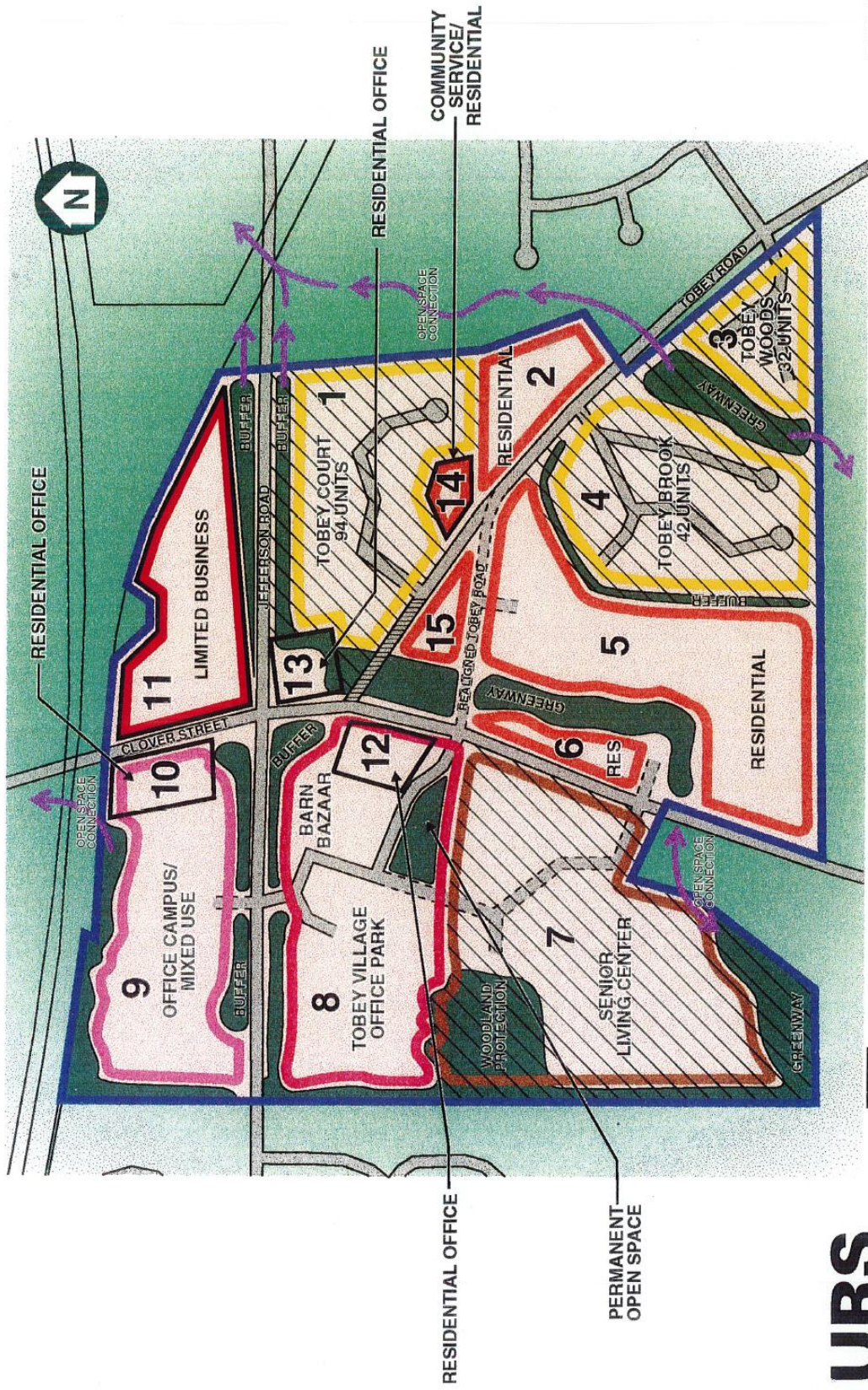
- B. The Planning Board shall approve the location, design and construction of any proposed sign, as well as any landscaping for any proposed sign.

Parcel 15 IS BL: 163.02-1035.1 [portion])

This parcel was a portion of Parcel 5. It was deeded to the Town of Pittsford, without cost and without reservation to use and/or for disposition. In addition, that property immediately south of this parcel has been deeded, without cost and without restriction, to the County of Monroe for the realignment of Tobey Road.

7/15/96

LAND USE PLAN TOBEY PLANNED UNIT DEVELOPMENT



NOT TO SCALE

No Changes Proposed

URS
CONSULTANTS, INC.

RESIDENTIAL OFFICE
PERMANENT OPEN SPACE

RESIDENTIAL OFFICE
COMMUNITY SERVICE/ RESIDENTIAL

At a Regular Meeting of the Town Board of the Town of Pittsford, New York held at the Town Hall, Pittsford, New York, on the 5th day of March, 2024.

PRESENT: William A. Smith, Jr., Supervisor
Kim Taylor, Deputy Supervisor
Naveen Havannavar, Councilmember
Cathleen A. Koshykar, Councilmember
Stephanie M. Townsend, Councilmember

ABSENT: None

In the Matter

of

THE ADOPTION OF PROPOSED LOCAL LAW NO. 4 of 2024: AMENDMENT TO THE PROVISIONS OF THE TOBEY PLANNED UNIT DEVELOPMENT DISTRICT (TOBEY PUD), PARCELS 8 AND 12.

Resolution to Set Public Hearing and Notify SEQRA Involved Agencies

WHEREAS, true and correct copies of proposed Local Law No. 4 of 2024: Amendment to the Provisions of the Tobey Planned Unit Development District (Tobey PUD), Parcels 8 and 12, were delivered to each member of the Town Board; and

WHEREAS, due consideration has been given to the adoption of said proposed Local Law No. 4 of 2024, by all members of the Town Board who were present; and

WHEREAS, it was the considered opinion of all members of the Town Board who were present that a public hearing should be held on the 16th day of April, 2024, at 6:00 p.m. at the Town Hall, 11 South Main Street, Pittsford, New York, to consider the adoption of said proposed Local Law No. 4 of 2024; and

WHEREAS, by resolution duly adopted by the Town Board on November 21, 2023, the Town Board declared its intent to act as lead agency under the New York State Environmental Quality Review Act ("SEQRA") for a coordinated environmental review of the rezoning of Tobey PUD Parcels 8 and 12 to allow the construction by 2851 Clover, LLC

(the “applicant”) of a market rate apartment house called “Pittsford Oaks” (the “Project”); and

WHEREAS, the applicant has presented the Town Board with certain materials, including a completed SEQRA full environmental assessment form (EAF), Part 1, for the Project;

NOW, on motion duly made and seconded, it was

RESOLVED, that a public hearing be held on the 16th day of April, 2024, at 6:00 P.M., Local Time, at the Town Hall, 11 South Main Street, Pittsford, New York, on the question of the adoption of said proposed Local Law No. 4 of 2024; and be it further

RESOLVED, that a Notice of Hearing and a copy of said proposed Local Law, or a summary thereof, be published in a newspaper previously designated as an official newspaper for publication of public notices, not less than five (5) days prior to said hearing; and be it further

RESOLVED, that the Town Clerk shall post certified copies of both this Resolution and said proposed Local Law, or a summary thereof, on the bulletin board, maintained by the Town Clerk pursuant to §40(6) of the Town Law, for a period of not less than five (5) days prior to said public hearing; and be it further

RESOLVED, that the Town Board has determined that the Project is a Type I action as defined under SEQRA; and be it further

RESOLVED, that the Town Board hereby accepts the Part 1 EAF for the Project, dated February 15, 2024, and prepared by Passero Associates on behalf of the applicant; and be it further

RESOLVED, that the Town Board ratifies its intent to serve as lead agency to conduct a coordinated environmental review to amend the Tobey Road PUD for Parcels 8 and 12 to construct the Project, and that the Town Clerk is directed to notify the identified involved agencies of the Town Board’s intent to act as lead agency for the Project and to provide them with a copy of Part 1 of the full EAF.

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

William A. Smith, Jr.	VOTING
Kim Taylor	VOTING

Naveen Havannavar	VOTING
Cathleen A. Koshykar	VOTING
Stephanie M. Townsend	VOTING

The resolution was thereupon declared duly adopted.

DATED: March 5, 2024

Renee M. McQuillen, Town Clerk

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

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of March, 2024.

Renee M. McQuillen, Town Clerk

1900 Bausch and Lomb Place
Rochester, New York 14604
P 585-987-2800 F 585.454.3968



1900 Main Place Tower
Buffalo, New York 14202
P 716.248.3200 F 716-854-5100

www.woodsoviatt.com

Writer's Direct Dial Number: 585.987.2901
Writer's Direct Fax Number: 585.362.4602
Email: jgoldman@woodsoviatt.com

February 15, 2024

Town Board of the Town of Pittsford
11 South Main Street
Pittsford, NY 14534

**Re: Tobey Planned Unit Development (PUD)
Parcel 8(B) and Parcel 12(b)
REQUEST FOR AMENDMENT OF PUD- Updated**

Dear Board Members,

This office has been retained by 2851 Clover, LLC ("2851 Clover"), the owner of the former Barn Bazaar property ("subject property"), to assist in obtaining Town Board approval to modify the existing Tobey Planned Unit Development (PUD) to permit apartments in lieu of the Senior Housing Community previously approved for subject property as set forth below.

The subject property is within the Tobey Planned Unit Development (Tobey PUD), which PUD encompasses the properties at the Clover Street and Jefferson Road intersection. The proposed development area contains 7.008 ± acres; specifically, Parcel 8(B) of the PUD (5.333 ± acres) and Parcel 12(b) of the PUD (1.157 ± acres), as well as parking previously approved on the south side of Tobey Village Road, east of Kittredge Drive, which has been slightly modified (0.518 ± acres).

Friendly Senior Living went through an entire approval process with the Town in 2018 and 2019, to construct an Independent Living Senior Housing Community, including a Town Board PUD Amendment, Planning Board site plan approval and Design Review and Historic Preservation Board design approval. Unfortunately, due to the COVID pandemic, increased cost of construction and other considerations, Friendly Senior Living was unable to proceed with its original plans and has put the property under contract with 2851 Clover, LLC, which now seeks approval for a modified multi-family development, utilizing essentially the same building as previously approved (with minor tweaks) as depicted on the concept plans submitted with this letter. One of the most important elements of this development is compatibility with the Cloverwood community, without being competitive.

Reverting back to heavy traffic commercial development at this important gateway to the Pittsford residential core south on Clover Street and east on Tobey Road toward Mendon Road is not desirable. Also, given all the work which was done by Friendly Senior Living and the various review Boards at the Town, 2851 Clover has maintained the fundamental design of the building.

The overall proposed residential development contemplates no more than 175 dwelling units, incorporating high quality finishes and materials aka, stainless steel appliances, high quality flooring, tile, fixtures, balconies, counters, etc., consistent with the developer's successful development of the Bellagio Apartments in Penfield. One of the key features of the development is a minimum of 1.75 parking spaces per residential unit (where the previously approved housing community was approved with 1.20 parking spaces per unit), with a substantial amount of the parking enclosed underneath the building, which not only provides enhanced security and protection for residents and their vehicles, but also minimizes external surface parking with the net effect of maximizing green space on the site. The development site will maintain landscaping similar to that previously approved and will be framed by the existing and enhanced landscaping providing an attractive viewshed from the Clover Street and Jefferson Road intersection.

Not unexpectedly, the redevelopment of this portion of the Tobey PUD has not been specifically addressed by the Town of Pittsford 1995, 2009 and 2019 Comprehensive Plan updates, since the property was already developed and specifically analyzed through the PUD process. Nonetheless, the Town, in its 2009 Comprehensive Plan has reinforced "the need to ensure that a diversity of housing is possible in the Town of Pittsford", which this plan accomplishes. The 2019 Comprehensive Plan further states as one of its Policies in furtherance of Goal #1 (Community character) of the Plan is to allow "for diversification of housing stock within the Town to accommodate shifting preferences".

The proposed development provides many benefits to the Town, among them are:

1. As stated above, consistent with the Comprehensive Plan goal stated above, the project will provide a diversity of housing stock.
2. The development will allow Pittsford residents to stay within their community, if they seek to relocate (either to downsize or to remain within range of family).
3. The development would also provide an appropriate residential gateway to the Clover Street corridor of residences to the south.
4. The development will eliminate and rehabilitate the long dormant and deteriorating Barn Bazaar structure, which was a forward thinking project when developed, but outlived its effective usefulness.
5. The development will contribute to the tax base of the Town.

Pittsford Oaks (as the community is branded) is designed to be environmentally sensitive. It only uses a minimal amount of undeveloped land. The distinctive "H" shape creates uniquely different spaces, which include two courtyard areas (in the north and the south). Parking will be ample but limited to what is needed, thus resulting in decreased pavement and reduced impervious area. Common open space is to be owned and maintained by the development in accordance with traditional standards.

Friendly Senior Living's Cloverwood community is located immediately south of this project and is wonderfully successful in meeting the housing and service needs of our seniors. While Friendly Senior Living has "affordable housing" at its Linden Knoll community, the Cloverwood campus (and this site) would not readily accommodate a true affordable housing component, which

in our current marketplace is traditionally attainable and sustainable through discretionary tax credit financing approved at the state level or incentives at the county level. Friendly Senior Living looks to have a compatible (and not directly competitive) project as its northerly neighbor.

The developer does not desire its community to be utilized for short-term rentals. Accordingly minimum lease periods shall be at least 9 months (current algorithms vary the rental terms to balance lease/occupancy). Further, it is the intention of the developer to incorporate Lease provisions prohibiting Bellagio advertising for short-term rentals through services such as Airbnb or Vrbo.

APPROVAL PROCESS

On May 11, 2024, we presented this proposal generally and informally at the Town Board's regular meeting. Since that time, we have refined the proposal addressing comments received from the Town Board at that meeting, from Town staff and from the public at two neighborhood information meetings. After receiving community and Town Board comments embarked on the formal approval process.

The formal process began with the filing of our initial letter along with the sketch plan prepared by Passero Associates. In addition, we filed the Part 1 of the Full Environmental Assessment Form (prepared by Passero) for the mandated environmental review under the State Environmental Quality Review Act, together with additional engineering supplements (including a traffic study). Finally, conceptual architectural plans were included in the package.

The Town Board formally accepted the submission at its November 21, 2023 meeting and per Town Code § 185-75(B) referred the application to the Planning Board (PB) and also referred the application to the Design Review and Historic Preservation Board (DR&HPB) for nonbinding advisory reports. The PB and DR&HPB reviewed the application at its January meetings and issued its reports at their January 22 and January 25 meetings, respectively. Additionally, the Commissioner of Public Works submitted his report to the Town Board as mandated by Code § 185-75 (C) (3).

At its February 6, 2024 meeting, the Town Board reviewed the advisory reports and engaged in a discussion with the applicant to refine its submission. As a result, changes have been made by the applicant to the original formal submission, featuring:

1. Reduction on the maximum number of dwelling units from 191 to 175.
2. Increase in the minimum parking ratio from 1.5 parking spaces per dwelling units to 1.75 parking spaces per dwelling units.
3. Adjusting architectural colors slightly per comments received.

For ease of reference, we are enclosing with this letter a blackline of the PUD Code for consideration by the Town Board.

Steps going forward on this Amendment are as follows:

1. Town Board scheduling a public hearing on the application per Code § 185-75(C) (1) and referring the matter to the Monroe County Planning Department per Code § 185-75(C)(2). The Town Board public hearing can be scheduled as early as its February 22. The public hearing may be held occur as soon as its meeting of March 5 or its second meeting in March, March 19.
2. Per Code § 185-75(C)(4), the Town Board is to render the decision of th3e application within 45 days after the public hearing.
3. Per Code § 185-75(C)(4), if the application for Amendment of the PUD is granted, the Zoning Map shall be so noted.
4. Per Code § 185-76(D), the applicant shall submit its site plan to the Town Planning Board for approval per Town Code Article XXIX.
5. Similarly, the applicant shall submit its application for approval from the Town's Design Review and Historic Preservation Board pursuant to Town Code Article XXI.

At this juncture, we believe that the application is properly framed to proceed to a public hearing per Code § 185-75(C) (1). We look forward to meeting with the Town Board at its next available meeting to move the application process forward.

If you have any questions, please do not hesitate to contact me. As always, thank you very much for your courtesy.

Very truly yours,

WOODS OVIATT GILMAN LLP



Jerry A. Goldman

Please direct responses to Rochester Office

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: Pittsford Oaks		
Project Location (describe, and attach a general location map): Southwest corner of Clover Street and Jefferson Road. Tax Parcel ID 163.02-1-23.1 & 163.02-1-24.111 & 163.02-1.36		
Brief Description of Proposed Action (include purpose or need): Modify the Tobey Planned Unit Development (PUD) zoning district. Redevelop the existing barn bazaar site and construct up to 175 units of market rate apartments. The project includes ancillary site features, such as, parking, utilities and storm water management.		
Name of Applicant/Sponsor: 2851 Clover LLC		Telephone: 585-271-1111 E-Mail: djd@danielefamily.com
Address: 2851 Monroe Ave		
City/PO: Rochester	State: NY	Zip Code: 14618
Project Contact (if not same as sponsor; give name and title/role): David Cox - Passero Associates - Civil Engineer		Telephone: (585) 325-1000 E-Mail: dcox@passero.com
Address: 242 W. Main Street		
City/PO: Rochester	State: NY	Zip Code: 14614
Property Owner (if not same as sponsor): Same		Telephone: E-Mail:
Address:		
City/PO:	State: NY	Zip Code: 14618

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town Board: PUD Modification	Nov 2023
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town Planning Board - Site Plan	Nov 2023
c. City Council, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town Design Review and Historic Preservation Board - Building design. Town Sewer District	Nov 2023
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MCWA, MCDOH, MCPW	Nov 2023
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC - SPDES NYSDOT - change in use / potential utility permit	Nov 2023
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources. i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? Yes No

- **If Yes**, complete sections C, F and G.
- **If No**, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? Yes No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? Yes No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) Yes No

If Yes, identify the plan(s):

NYS Heritage Areas: West Erie Canal Corridor

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? Yes No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?

Tobey Planned Unit Development _____

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No

If Yes,
i. What is the proposed new zoning for the site? Market Rate Apartments from Senior Apartments, including new bulk area requirements

C.4. Existing community services.

a. In what school district is the project site located? Pittsford Central School district

b. What police or other public protection forces serve the project site?
Monroe County Sheriff, New York State Police

c. Which fire protection and emergency medical services serve the project site?
Pittsford Volunteer Fire and Ambulance Services

d. What parks serve the project site?
Lock 32 State Canal Park, Erie Canal Heritage Trail, Isaac Gordon Nature Park, Mendon Ponds Park, and numerous Town sponsored Recreation Areas

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Residential - (Apartments)

b. a. Total acreage of the site of the proposed action? _____ 7.0 acres
b. Total acreage to be physically disturbed? _____ 5.86 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 7.0 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
Partial land transfer that results in two parcels.

ii. Is a cluster/conservation layout proposed? Yes No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? Yes No
i. If No, anticipated period of construction: _____ 18 months
ii. If Yes:
• Total number of phases anticipated _____
• Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
• Anticipated completion date of final phase _____ month _____ year
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	175
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____
 ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
 iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? Remove overburden
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): 5,000 yds +/-
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
Existing asphalt and stone base + existing subsoil
 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____
 v. What is the total area to be dredged or excavated? _____ 2.4 +/- acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ 10 +/- feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____
Build apartment building, parking and landscaping

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No

If Yes:

i. Total anticipated water usage/demand per day: 42,020 - 13,400 (exist) = 28,620 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No

If Yes:

- Name of district or service area: Monroe County Water Authority
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: 28,620 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

General domestic sanitary waste

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No

If Yes:

- Name of wastewater treatment plant to be used: Van Lare Wastewater Treatment Plant
- Name of district: Pittsford Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

• Do existing sewer lines serve the project site? Yes No
 • Will line extension within an existing district be necessary to serve the project? Yes No
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
 8 inch sewer lateral

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:

- i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or 3.1 acres (impervious surface)
 _____ Square feet or 7.0 acres (parcel size)
- ii. Describe types of new point sources. Buildings, hardscape and parking. _____
- iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?
 On-site stormwater management features for water quality and runoff rate management. Then to an existing off-site regional detention facility

- If to surface waters, identify receiving water bodies or wetlands: _____

- Will stormwater runoff flow to adjacent properties? Yes No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:

- i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____
- ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____
- iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:

- i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
- ii. In addition to emissions as calculated in the application, the project will generate:
 - _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 - _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 - _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 - _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 - _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflouorocarbons (HFCs)
 - _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade to, an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: <u>consistent with Town Code</u> • Saturday: <u>consistent with Town Code</u> • Sunday: <u>consistent with Town Code</u> • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: <u>24/7 on-site management</u> • Saturday: _____ • Sunday: _____ • Holidays: _____
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:
 18 month construction period

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: Some existing buildings to be removed as well as clearing of trees and brush

n.. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
 Parking and area lighting using light poles ranging in height from 10 ft to 20 ft and light bollards. The existing site is currently includes parking lot lighting

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: Buildings, trees, brush

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:
 During construction, residential structures 80 to 160 feet from construction site (Construction exhaust fumes)

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally describe proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation : _____ tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____
 • Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: _____
 • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): Majority is commercially developed _____
 ii. If mix of uses, generally describe:
 Existing use includes 44,730 sf of Commercial Office, Restaurant and Small Retail, and residential homes and senior living

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	2.9	3.1	+2
• Forested	0.9	0.2	-0.7
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.4	0	-0.4
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: Lawn and Planting areas _____	2.8	3.7	+0.9

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities:
The new YMCA project is located on the north site of Jefferson Road (across the street) and Cloverwood Senior Living is adjoining. _____

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): Restrictive Covenant
- Describe any use limitations: Property may not be used for senior housing
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ greater than 20 feet

b. Are there bedrock outcroppings on the project site? Yes No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Hydrological Soil Group B	_____	_____ %
Hilton Loam	_____	20 %
Ontario Loam	_____	80 %

d. What is the average depth to the water table on the project site? Average: _____ 15 feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: 100 % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 55 % of site
 10-15%: _____ 15 % of site
 15% or greater: _____ 30 % of site

g. Are there any unique geologic features on the project site? Yes No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Wetland east side of Clover Street (offsite) Approximate Size +/- 3.5 AC
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100 year Floodplain? Yes No

k. Is the project site in the 500 year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
If Yes:
i. Name of aquifer: Principal Aquifer, Primary Aquifer

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <p>Typical residential wildlife ex. Squirrels _____</p> <p>_____</p>	<p>_____</p> <p>_____</p>
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? _____</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the . ational or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? If Yes: <i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input checked="" type="checkbox"/> Historic Building or District <i>ii.</i> Name: <u>Eligible property: 2867 Clover Street</u> <i>iii.</i> Brief description of attributes on which listing is based: _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? If Yes: <i>i.</i> Describe possible resource(s): _____ <i>ii.</i> Basis for identification: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? If Yes: <i>i.</i> Identify resource: <u>Erie Canal Heritage Trail</u> <i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>State Historic Trail</u> <i>iii.</i> Distance between project and resource: _____ <u>0.3</u> miles.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? If Yes: <i>i.</i> Identify the name of the river and its designation: _____ <i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

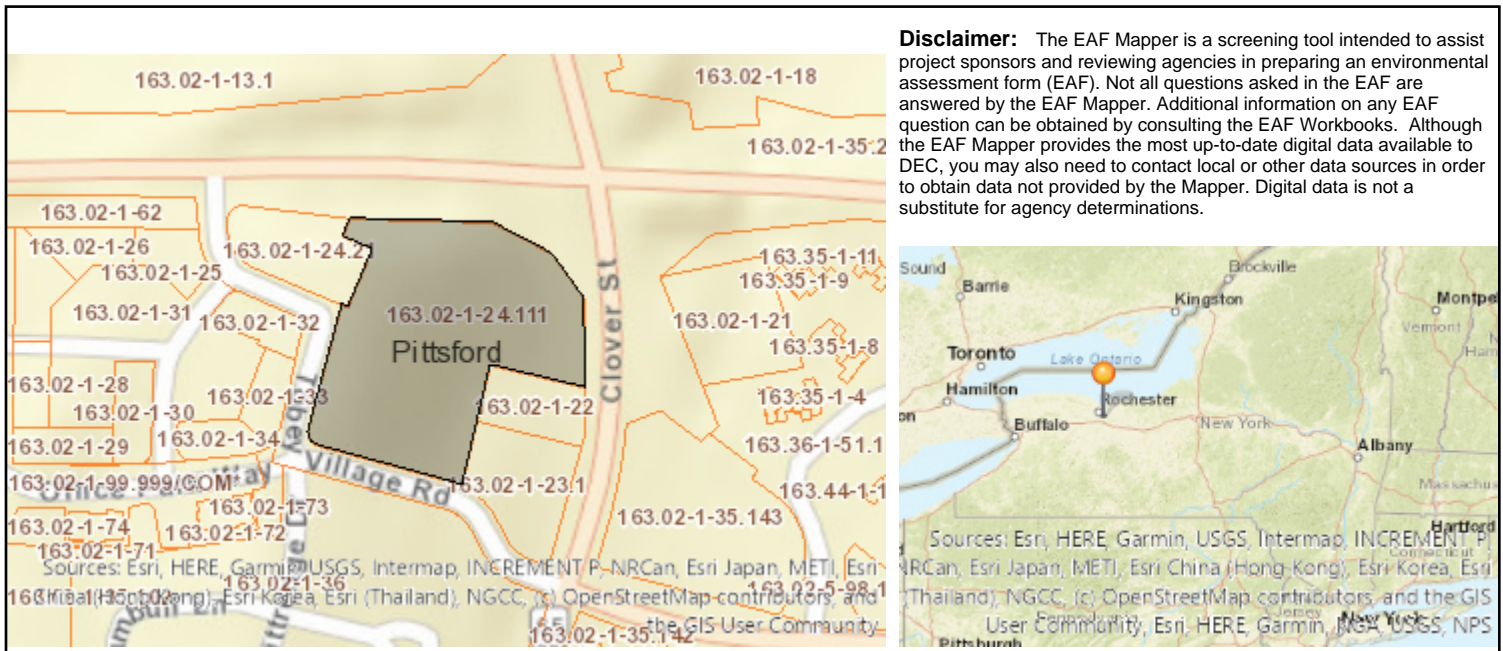
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name David Cox PE Date 2/15/24

Signature _____ Title Senior Associate|Civil Dept Manager



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas: West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer, Primary Aquifer
E.2.n. [Natural Communities]	No

E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:2867 Clover Street
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No





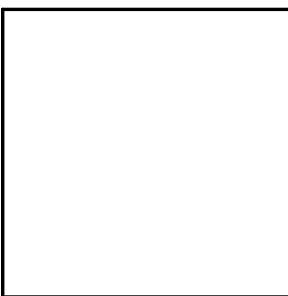



2 EAST ELEVATION
 1/16" = 1' 0"



1 SOUTH ELEVATION
 1/16" = 1' 0"

FINISH LEGEND

	STONE VENEER: BRIGHTON_LEDGESTONE		SIDING_COLOR_1: CHAMPAGNE
	ASPHALT_SHINGLES: CHARCOAL_BLACK		SIDING_COLOR_2: GRANITE_GRAY
	TRIM_COLOR: WHITE		SIDING_COLOR_3: SABLE_BROWN





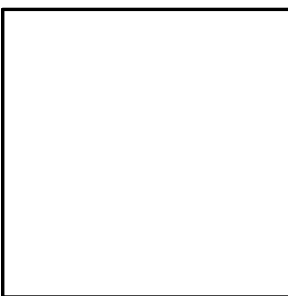



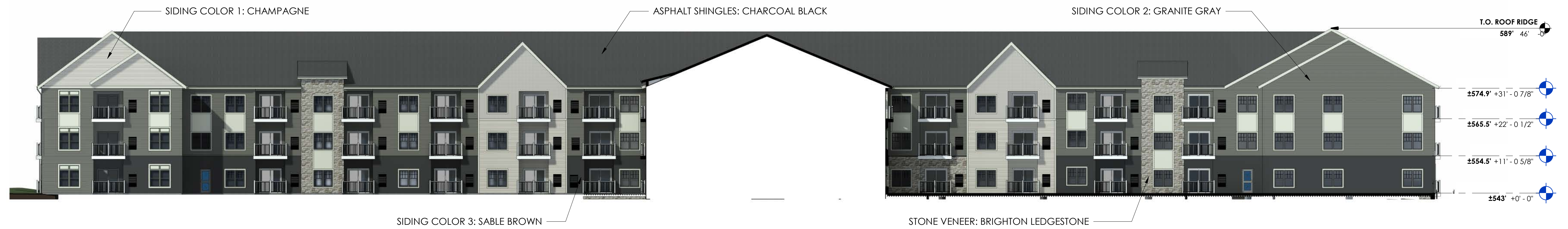
2 WEST ELEVATION
 0' 1' 2' 4' 8'
 1/16" = 1'-0"



1 NORTH ELEVATION
 0' 1' 2' 4' 8'
 1/16" = 1'-0"

FINISH LEGEND

	STONE VENEER: BRIGHTON LEDGE STONE		SIDING COLOR 1: CHAMPAGNE
	ASPHALT SHINGLES: CHARCOAL BLACK		SIDING COLOR 2: GRANITE GRAY
	TRIM COLOR: WHITE		SIDING COLOR 3: SABLE BROWN



1 COURTYARD EAST ELEVATION

0' 1' 2' 4' 8'
1/16" = 1'-0"



2 COURTYARD WEST ELEVATION

0' 1' 2' 4' 8'
1/16" = 1'-0"

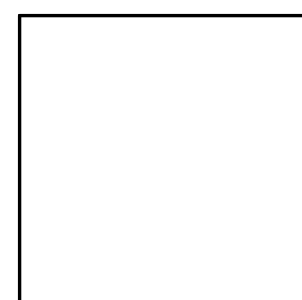
FINISH LEGEND



STONE VENEER:
BRIGHTON LEDGE
STONE



ASPHALT SHINGLES:
CHARCOAL BLACK



TRIM COLOR:
WHITE



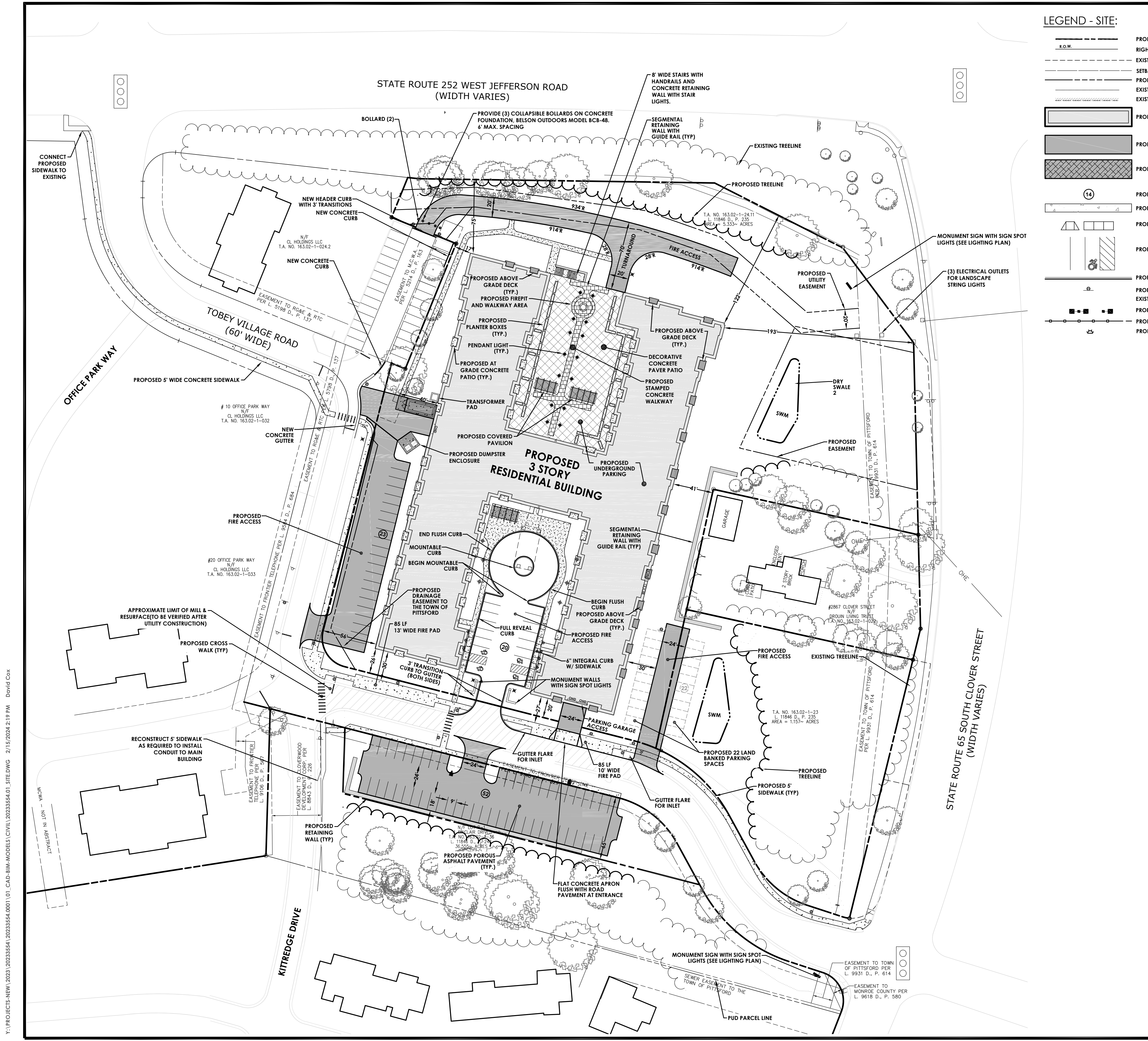
SIDING COLOR 1:
CHAMPAGNE



SIDING COLOR 2:
GRANITE GRAY

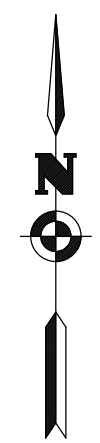
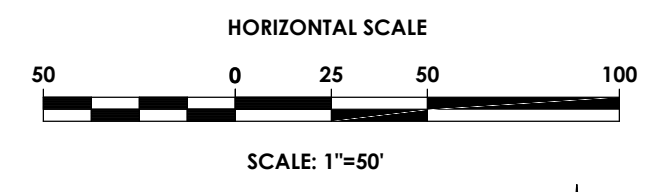


SIDING COLOR 3:
SABLE BROWN



LEGEND - SITE:

- PROPERTY BOUNDARY
- RIGHT OF WAY
- EXISTING CENTER LINE ROAD
- SETBACK
- PROPOSED EASEMENT LINE
- EXISTING EASEMENT LINE
- EXISTING BUILDING
- PROPOSED BUILDING
- PROPOSED ASPHALT PAVEMENT
- PROPOSED POROUS ASPHALT PAVEMENT
- PROPOSED PARKING COUNT
- PROPOSED CONCRETE
- PROPOSED ACCESS RAMP
- PROPOSED PAVEMENT STRIPING
- PROPOSED CURB
- PROPOSED SIGN
- EXISTING SIGN
- PROPOSED LIGHT POLE
- PROPOSED FENCE
- PROPOSED BUILDING MOUNTED LIGHT



SITE DATA
4-STORY RESIDENTIAL BUILDING
WITH SUBTERRANEAN STRUCT. PARKING (LEV. 1)

TOTAL BLDG. AREA - 289,673 GSF

UNIT COUNT
(16) STUDIOS
(102) ONE BEDROOMS
(45) TWO BEDROOMS
(12) THREE BEDROOMS
(175) TOTAL UNITS

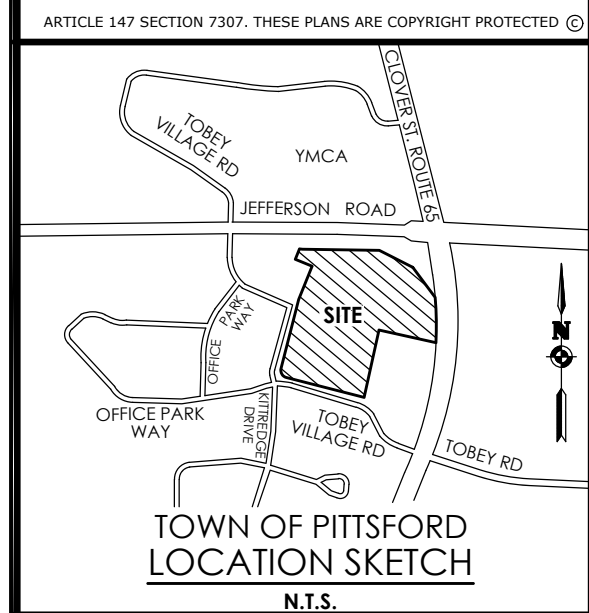
SITE DATA

1. TAX ACCOUNT NUMBER: 163.02-1-24.11, 163.02-1-23.1, 163.02-1-36
2. PROJECT ADDRESS: 2851 CLOVER STREET
3. TOTAL PROJECT AREA: 7.00 AC
4. AREA OF DISTURBANCE: ± 5.76 AC
5. EXISTING GREENSPACE: 4.39 AC
PROPOSED GREENSPACE: 3.91 AC
6. EXISTING IMPERVIOUS: 2.61 AC
PROPOSED IMPERVIOUS: 3.09 AC
7. EXISTING ZONING: PLANNED UNIT DEVELOPMENT (PUD)
PROPOSED ZONING: PLANNED UNIT DEVELOPMENT (PUD)
8. EXISTING USE:
PROPOSED USE: RESIDENTIAL BUILDING (TYPE 1 ACTION)
9. AREA REQUIREMENTS:

PROPOSED ZONING DISTRICT: PLANNED UNIT DEVELOPMENT (PUD)

	REQUIRED	PROPOSED
LOT		
WIDTH	N/A	N/A
DEPTH	N/A	N/A
AREA	30,000 SF	348,480 SF
SETBACK		
TOBEY VILLAGE ROAD ROW	20'	17'
CLOVER STREET ROW	110'	202'
JEFFERSON ROAD ROW	65'	77'
REAR PROPERTY LINE OF 2864 CLOVER ST	30'	41'
BUILDING		
HEIGHT	N/A	117 SURF. SP (0.67 sp/unit) 198 GARAGE (1.13 sp/unit) 315 TOTAL (1.80 SPACE/UNIT)
UNIT QTY		
PARKING	158 SPACES	117 SURFACE SPACES 202 GARAGE 319 TOTAL (1.82 SPACE/UNIT)
STALLS QTY.		
STALL SIZE - PERPENDICULAR	9'	9'
STALL SIZE - PARALLEL	18'	18'
DRIVE AISLE WIDTH	24'	24'
NOTES:		

10. STATE REGULATED WETLANDS (NYSDEC ERM): NO X YES
11. FEDERALLY REGULATED WETLANDS (USFWS NWI): X
12. FLOOD PLAIN (FEMA NFHI): FIRM PANEL: 36055C0358G DATED: 08/28/2008 X
13. PUBLIC WATER PROVIDED BY: MONROE COUNTY WATER AUTHORITY
14. ELECTRIC SERVICE PROVIDED BY: ROCHESTER GAS AND ELECTRIC
15. GAS SERVICE SUPPLIED BY: ROCHESTER GAS AND ELECTRIC
16. SANITARY SEWER PROVIDED BY:
17. STORM SEWER & DRAINAGE WILL BE: PRIVATE (MAINTAINED BY THE OWNER)



Client:
Friendly Senior Living Commons, LLC
c/o Rochester Friendly Home
3156 East Avenue
Rochester, NY 14618

PASSERO ASSOCIATES
242 West Main Street Suite 100
Rochester, New York 14614
Principal-in-Charge: Jess Sudol, P.E.
Project Manager: David Cox, P.E.
Designed by: James Ritzenhaller



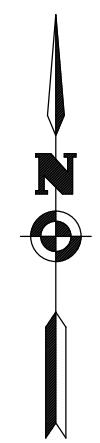
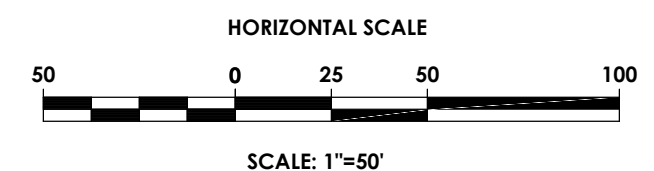
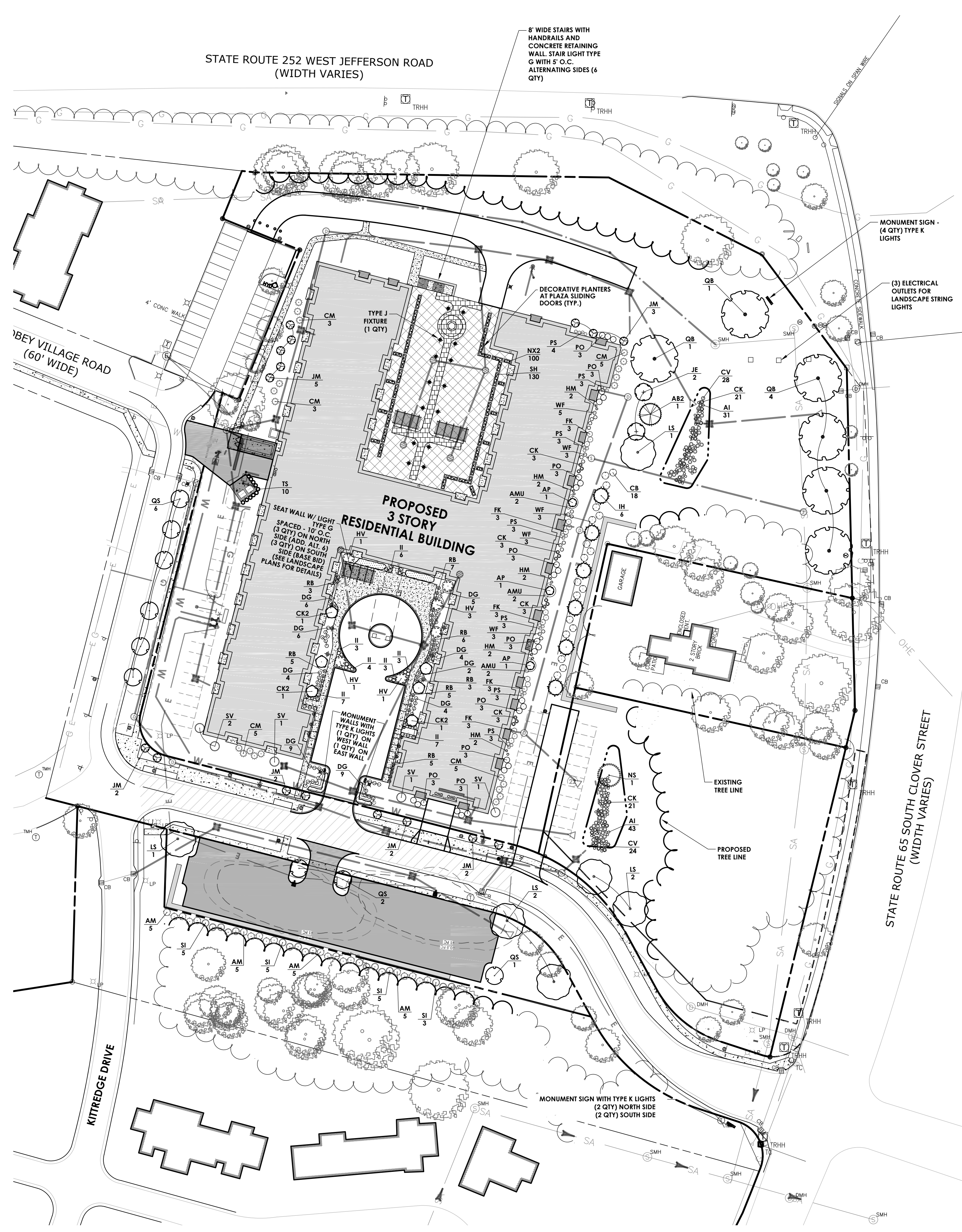
Revisions

No.	Date	By	Description
1			

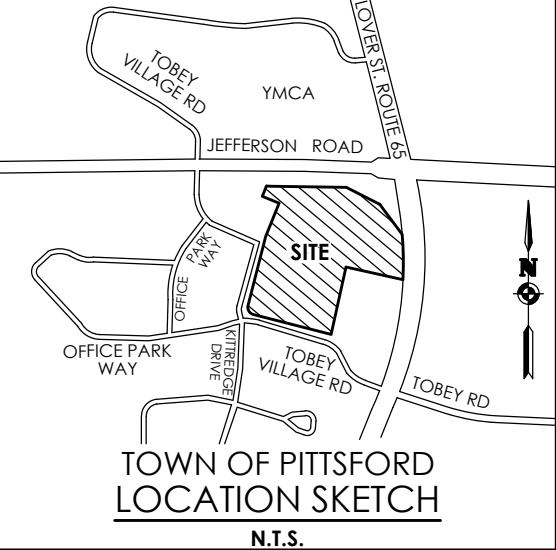
SITE PLAN
PITTSFORD OAKS
Town/City: PITTSFORD
County: MONROE State: NEW YORK
Project No.: **20233554.0001**
Drawing No.: **C 102**
Scale: **1" = 50'**
Date: **JANUARY 2024**

NOT FOR CONSTRUCTION

Y:\PROJECTS-NEW\2023\20233554\CAD-BIM-MODELS\CIVIL\20233554_01_LANDSCAPE.DWG 2/15/2024 2:24 PM Carole Harvey



ARTICLE 147 SECTION 7307. THESE PLANS ARE COPYRIGHT PROTECTED ©



Client:
Friendly Senior Living Commons, LLC
c/o Rochester Friendly Home
3156 East Avenue
Rochester, NY 14618

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Rochester, New York 14614
Principal-in-Charge: Jess Sudol, P.E.
Project Manager: David Cox, P.E.
Designed by: James Ritzenhaler



Revisions			
No.	Date	By	Description
1			

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS DRAWING IS IN VIOLATION OF STATE EDUCATION LAW ARTICLE 145 SECTION 7209 AND ARTICLE 147 SECTION 7307. THESE PLANS ARE COPYRIGHT PROTECTED ©

LANDSCAPE & LIGHTING PLAN

PITTSFORD OAKS

Town/City: PITTSFORD
County: MONROE State: NEW YORK

Project No.
20233554.0001

Drawing No.
C 106

Scale:
1" = 50'

Date
JANUARY 2024

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	MIN. CALLIPER/HEIGHT	CONTAINER	MATURE HT.
TREES							
	AP	3	ACER PALMATUM DISSECTUM 'MONFRICK'	VELVET VIKING™ JAPANESE MAPLE	HT. - 2'	#3	2-3'
	CK2	6	CORNUS KOUSA	KOUSA DOGWOOD	2.5-3" H	B.R.	15-25' H
	IH	6	ILEX OPACA 'AIKEN RED'	AIKEN RED AMERICAN HOLLY	7-8' H	B&B	35' H
	LS	6	LIQUIDAMBAR STYRACIFLUA	SWEET GUM	2.5-3" H	B&B	60' H
	JM	16	MAGNOLIA X 'JANE'	JANE MAGNOLIA	4-5'	B&B	6-8'
	NS	1	NYSSA SYLVATICA	TUPELO	2.5-3" H	B&B	35' H
	QB	6	QUERCUS BICOLOR	SWAMP WHITE OAK	2.5-3" H	B&B	50-60' H
	QS	9	QUERCUS ROBUR 'FASTIGIATA'	SKYROCKET® ENGLISH OAK	2.5-3" H	B&B	50-60' H
EVERGREEN TREES							
	AB2	1	ABIES BALSAMEA	BALSAM FIR	7-8' H	B&B	50-75' H
	JE	2	JUNIPERUS VIRGINIANA	EASTERN REDCEDAR	7-8' H	B&B	30-35' H
	TS	10	THUJA OCCIDENTALIS 'SMARAGD' FOR SCREENING	EMERALD GREEN ARBORVITAE	4-5' H	B&B	12-14' H
SHRUBS							
	AM	20	ARONIA MELANOCARPA	BLACK CHOKEBERRY	12-15"	#2	3-6"
	AMU	6	ARONIA MELANOCARPA 'UCONNAM165'	LOW SCAPE MOUND® BLACK CHOKEBERRY	10-12"	#1	18-36"
	CB	18	CEPHALANTHUS OCCIDENTALIS 'BAILOPTICS'	FIBER OPTICS® BUTTONBUSH	24"-30"	#3	5-6"
	CM	21	CHAMAECYPARIS OBTUSA 'MONYUR'	JADE WAVES™ HINOKI FALSE CYPRESS	2' HT.	#3	6-8"
	FK	15	FORSYTHIA X INTERMEDIA 'KOLGOLD'	MAGICAL® GOLD FORSYTHIA	15-18"	#3	3-6"
	HV	6	HAMAMELIS VIRGINIANA MULTI-STEM	COMMON WITCH HAZEL	30"-36"	B&B	10-20"
	HM	10	HYDRANGAEA MACROPHYLLA 'PIA'	PIA DWARF HYDRANGEA	12-15"	#3	18-24"
	II	33	ILEX GLABRA 'COMPACTA'	COMPACT INKBERRY	30"-36"	#2	3-4"
	PO	27	PHYSOCARPUS OPULIFOLIUS 'ZLEYEL'	RASPBERRY LEMONADE™ NINEBARK	2-3'	#3	3-6"
	SI	18	STEPHANANDRA INCISA	CUTLEAF STEPHANANDRA	18-21"	#3	3-6"
	SV	5	SYRINGA VULGARIS 'AGINCOURT BEAUTY'	AGINCOURT BEAUTY COMMON LILAC	3-4'	#5	10-12"
	WF	17	WEIGELA FLORIDA 'VARIEGATA NANA'	VARIEGATED DWARF WEIGELA	15-18"	#2	3'
ORNAMENTAL GRASSES							
	CK	54	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	15-18" H	#2 CONT.	4-6" H
	CV	52	CAREX VULPINOIDEA	FOX SEDGE	12-15" H	#3 CONT.	2-4" H
	DG	49	DESCHAMPSIA CESPITOSA 'GOLDTAL'	GOLD DEW TUFTED HAIR GRASS	12-15" H	#1 CONT.	2" H
	PS	22	PENNISETUM SETACEUM 'RUBRUM'	PURPLE FOUNTAIN GRASS	6-12"	#1	18-36"
	SH	130	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED	12-15" H	#1 CONT.	2-3" H
PERENNIALS							
	AI	74	AMSONIA ILLUSTRIS	OZARK BLUESTAR	12-15" H	#1 CONT.	2-3" H
	NX2	100	NEPETA X 'CAT'S PAJAMAS'	CAT'S PAJAMAS CATMINT	8-12" H	#1 CONT.	12-14" H
	RB	34	RUDBECKIA FULGIDA 'EVOLUTION COLORIFIC'	EVOLUTION COLORIFIC CONEFLOWER	15-18" H	#1 CONT.	3-4" H

NOT FOR CONSTRUCTION



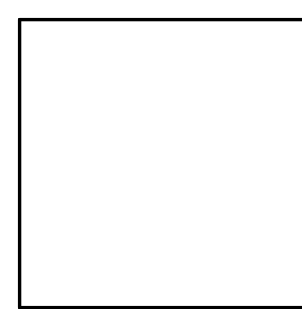
FINISH LEGEND



STONE VENEER:
BRIGHTON LEDGE
STONE



ASPHALT SHINGLES:
CHARCOAL BLACK



TRIM COLOR:
WHITE



SIDING COLOR 1:
CHAMPAGNE



SIDING COLOR 2:
GRANITE GRAY



SIDING COLOR 3:
SABLE BROWN



MEMORANDUM

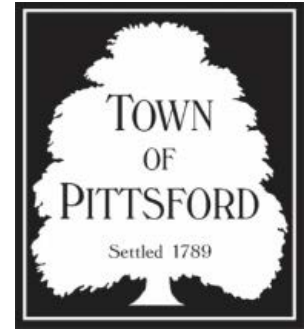
To: Pittsford Town Board

CC:

From: Paul Schenkel - Commissioner of Public Works

Date: February 19, 2024

Regarding: Harladay Hots, Inc. Vending Permit



For Meeting On: March 5, 2024

Ladies and Gentlemen:

Charles Clottin, who does business as Harladay Hots, Inc, has requested a “Food Vending Permit” to sell from a portable vending unit on the Town owned land located at 10 N. Main St. The vending unit would be operated during the hours of 10:00 a.m. through 3:00 p.m. Monday through Sunday from May 1, 2024 through October 31, 2024.

The attached proposed “Vending Permit” details the conditions of the arrangement, including a requirement that the Vendor have all necessary health and safety certifications and insurances, naming the Town as additional insured. The Village’s approval is also necessary for this permit. The vending fee is \$100.00 per month of operation.

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

Resolved, that Town Board approves the proposed Food Vending Permit to Harladay Hots, Inc., for a vending unit located at 10 N. Main St., from May 1st to October 31st. 2024, seven days a week from 10:00 a.m. – 3:00 p.m. and that the Town Supervisor is authorized to issue the Permit.



Harladay Hots, Inc.
12 Brimdown Circle
Fairport, NY 14450
Charles E. Clottin

VENDING PERMIT

The Town of Pittsford (“Town”) hereby issues a vending permit to the above (“Vendor”) to allow the sale of food from a small portable vending unit to be temporarily located at Town owned land at the old Tillis property on N. Main St. for the period from May 1, 2024 to October 31, 2024. The terms and conditions of this Permit are as follows:

- Vending hours shall be from 10:00 a.m. to 3:00 p.m. on Monday - Sunday at Old Tillis lot on N. Main St. The Town will provide a schedule of field use to the Vendor.
- The Vendor shall provide to the Town a valid certificate of insurance covering all of the Vendor’s operations under this permit, with the Town listed as an “Additional Insured”.
- The Vendor shall be responsible to obtain and provide the Town with copies of all health and safety certifications, such as licenses, inspections, and the like required to operate the Vendor’s food sale operation.
- The Vendor’s vending unit shall not be left unattended.
- All of the Vendor’s equipment and materials shall be removed from the site at the end of each service time period. The Vendor shall be responsible for cleanup and removal of all debris generated by and/or associated with the food sale operation.
- The Vendor shall locate the vending unit in such a manner as not to inhibit maintenance of the area by Town staff. The specific location of the unit on the site shall be subject to review and approval by the Commissioner of Public Works.
- A Vending Permit Fee shall be assessed at a rate of \$100.00 per month, to be payable on or before the first of each month.
- 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 operations.
- The Town reserves the right to terminate this Permit at any time.

Town Supervisor: _____ Date: _____

Vendor: _____ Date: _____

MONROE COUNTY DEPARTMENT OF PUBLIC HEALTH
111 Westfall Road
PERMIT
Rochester, New York 14620

AS PROVIDED IN CHAPTER 1, PART 14 OF THE NEW YORK STATE SANITARY CODE THIS PERMIT IS GRANTED TO **HARLADAY INC.** TO OPERATE A FOOD SERVICE ESTABLISHMENT KNOWN

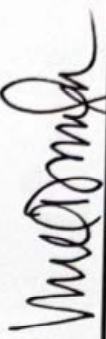
No. 278807408
M 696364

HARLADAY HOTS #1
12 BRIMSDOWN CIRCLE
FAIRPORT, NY 14450

PART 14 OF THE NEW YORK STATE SANITARY CODE REQUIRES THAT THIS PERMIT BE PROMINENTLY DISPLAYED AT EACH FOOD SERVICE ESTABLISHMENT WHERE IT CAN BE SEEN BY THE CONSUMER

ISSUE DATE: 1/1/2024
12/31/2024

DATE OF EXPIRATION


MD

Michael D. Mendoza, MD, MPH, MS
Commissioner of Public Health

WARNING: ANY ALTERATION INVALIDATES THIS CERTIFICATE. THIS PERMIT IS NOT TRANSFERABLE.



CERTIFICATE OF LIABILITY INSURANCE

HARLINC-01

MFRIDMAN

DATE (MM/DD/YYYY)
8/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # PC-637578
Walsh Duffield Companies, Inc.
155 Culver Road, Suite 200
Rochester, NY 14620

CONTACT NAME: Karen E. O'Connell	FAX (A/C, No):
PHONE (A/C, No, Ext): (585) 267-8715	
E-MAIL ADDRESS: KOConnell@WalshDuffield.com	NAIC #
INSURER(S) AFFORDING COVERAGE	13919
INSURER A: Dryden Mutual Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Harladay Inc.
PO Box 413
Pittsford, NY 14534

REVISION NUMBER:

COVERAGES CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CFL0001466409	4/20/2023	4/20/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
							PER STATUTE	\$
							OTH-ER	\$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Edward F. Walsh Jr.



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

November 13, 2023

Monroe County
Department of Public Health
Food Protection- Room 832
111 WESTFALL RD
ROCHESTER NY 14620-4633

Account Information:

Policy Holder Details :	HARLADAY, INC.
-------------------------	----------------



Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



<p>1a. Legal Name and address of Insured (use street address only)</p> <p>HARLADAY, INC 12 BRIMSDOWN CIR FAIRPORT NY 14450</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>585-766-7120</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p> <p>26-4683830</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Monroe County Department of Public Health Food Protection- Room 832 111 WESTFALL RD ROCHESTER NY 14620-4633</p>	<p>3a. Name of Insurance Carrier</p> <p>Hartford Underwriters Insurance Company 30104</p> <p>3b. Policy Number of Entity Listed in Box "1a":</p> <p>76 WEG ZI5592</p> <p>3c. Policy effective period:</p> <p>05/06/2023 to 05/06/2024</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input type="checkbox"/> Included. (Only check box if all partners/officers included)</p> <p><input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Worker's Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Sara Seier (print name of authorized representative or licensed agent of insurance carrier)

Approved by: Sara Seier (Signature) 11/13/2023 (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 866) 467-8730

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

<p>1a. Legal Name & Address of Insured (use street address only) HARLADAY INC PO BOX 413 PITTSFORD, NY 14534</p> <p><small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small></p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 264683830</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL570150</p> <p>3c. Policy effective period <u>01/01/2023</u> to <u>12/31/2024</u></p>


4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.
 B. Disability benefits only.
 C. Paid family leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
 B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 11/18/2023 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

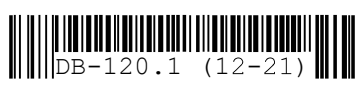
State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

MEMORANDUM

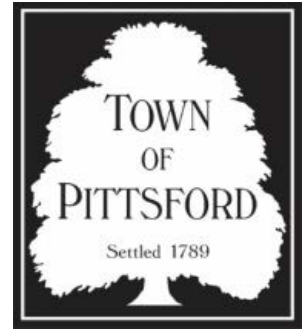
To: Pittsford Town Board

CC:

From: Paul Schenkel - Commissioner of Public Works

Date: February 19, 2024

Regarding: Z-Best Foodz, Inc. Vending Permit



For Meeting On: March 5, 2024

Ladies and Gentlemen:

Jon Zatyko, who does business as Z-Best Foodz, Inc., has requested a “Food Vending Permit” to sell from a portable vending unit at Thornell Farm Park. The vending unit would be operated during the hours of 12:00 p.m. through 9:00 p.m. Sunday through Saturday from April 1, 2024 through October 31, 2024.

The attached proposed “Vending Permit” details the conditions of the arrangement, including a requirement that the Vendor have all necessary health and safety certifications and insurances, naming the Town as additional insured. The Village’s approval is also necessary for this permit. The vending fee is \$100.00 per month of operation.

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

Resolved, that Town Board approves the proposed Food Vending Permit to Z-Best Foodz, Inc., for a vending unit located at Thornell Farm Park from April 1, 2024 to October 31, 2024, Monday - Sunday from 12:00 p.m. – 9:00 p.m. and that the Town Supervisor is authorized to issue the Permit.




Z Best Foodz, Inc.
Mr. Jon Zatyko
2140 W. Jefferson Rd.
Pittsford, New York 14534

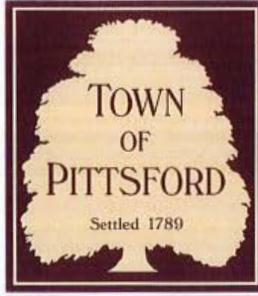
VENDING PERMIT

The Town of Pittsford ("Town") hereby issues a vending permit to the above ("Vendor") to allow the sale of food from a small portable vending unit to be temporarily located at Thornell Farm Park for the period from April 1, 2024 – October 31, 2024. The terms and conditions of this Permit are as follows:

- Vending hours shall be from 12:00 p.m. to 9:00 p.m. on Sunday through Saturday at Thornell Farm Park. The Town will provide a schedule of field use to the Vendor.
- The Vendor shall provide to the Town a valid certificate of insurance (workers compensation, liability and disability insurances) covering all of the Vendor's operations under this permit, with the Town listed as an "Additional Insured".
- The Vendor shall be responsible to obtain and provide the Town with copies of all health and safety certifications, such as licenses, inspections, and the like required to operate the Vendor's food sale operation.
- The Vendor's vending unit shall not be left unattended.
- All of the Vendor's equipment and materials shall be removed from the site at the end of each service time period. The Vendor shall be responsible for cleanup and removal of all debris generated by and/or associated with the food sale operation.
- The Vendor shall locate the vending unit in such a manner as not to inhibit maintenance of the area by Town staff. The specific location of the unit on the site shall be subject to review and approval by the Commissioner of Public Works.
- A Vending Permit Fee shall be assessed at a rate of \$100.00 per month, to be payable on or before the first of each month.
- 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 operations.
- The Town reserves the right to terminate this Permit at any time.

Town Supervisor: _____ Date: _____

Vendor:  Date: 2/6/24



APPLICATION FOR TEMPORARY VENDING PERMIT

Company Name: Z-Best Poolz inc

Address: 6 High Manor Dr. Henrietta NY 14467

Contact Name: Jon Zatyko

Phone: 585-230-5235 Cell: 585-230-5235

Vending Location & Address: Thornell Farm Park

Date(s) of Operation: 4/1/24 - 10/31/24

Hours of Operation: 11:00 AM - 10:00 PM

Necessary Additional Documentation Required (this may be provided after initial Town Board approval):

Certificate of Liability Insurance (\$2,000,000) with Town of Pittsford named as "Additional Insured"

Attached Will be provided

Health Permit issued by the Monroe County Department of Health

Attached Will be provided

Proof of New York State Workers Compensation Insurance or a Waiver

Attached Will be provided

MONROE COUNTY DEPARTMENT OF PUBLIC HEALTH

111 Westfall Road

PERMIT

Rochester, New York 14620

278815508
No. M 763017

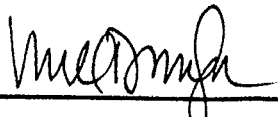
AS PROVIDED IN CHAPTER 1, PART 14 OF THE NEW YORK STATE SANITARY CODE THIS PERMIT IS GRANTED TO **Z-BEST FOODZ, INC** TO OPERATE A FOOD SERVICE ESTABLISHMENT KNOWN

Z-BEST FOODZ
637 PITTSFORD-VICTOR ROAD
PITTSFORD, NY 14534

PART 14 OF THE NEW YORK STATE SANITARY CODE REQUIRES THAT THIS PERMIT BE PROMINENTLY DISPLAYED AT EACH FOOD SERVICE ESTABLISHMENT WHERE IT CAN BE SEEN BY THE CONSUMER

ISSUE DATE: 1/1/2024
12/31/2024

DATE OF EXPIRATION

 MD
Michael D. Mendoza, MD, MPH, MS
Commissioner of Public Health

WARNING: ANY ALTERATION INVALIDATES THIS CERTIFICATE. THIS PERMIT IS NOT TRANSFERABLE.

IMPORTANT!

HEALTH PERMITS ARE **NOT TRANSFERABLE** FROM ONE OPERATOR TO ANOTHER. PLEASE NOTIFY THE FOOD PROTECTION SECTION OF ANY CHANGES IN OPERATOR OR NAME OF ESTABLISHMENT, INCLUDING ADDITIONS/DELETIONS OF OPERATORS/PARTNERS.

Please note:

HANDWASH SINKS: Handwash sinks are required at all food and beverage preparation areas, including service bars, as per Part 14.1.143(a) of the New York State Sanitary Code.

ROP: Reduced Oxygen Packaging (vacuum sealing) of food items is prohibited without a waiver from the Monroe County Department of Public Health and NYSDOH.

FOOD WORKER TRAINING REQUIREMENTS:

- "High Risk" (H) or "Medium Risk" (M) classified establishments must have a Level I certified food handler in charge and enough Level II trained employees to have one present at all operating times.
- "Low Risk" (L) classified establishments must have enough Level II trained employees at all operating times.

REMEMBER: YOU MUST POST YOUR TRAINING CERTIFICATE(S) ALONG WITH YOUR PERMIT TO OPERATE.

If you have any questions please contact our office at 585-753-5064 or food@monroecounty.gov.



**CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

<p>1a. Legal Name & Address of Insured (use street address only) ZBEST FOODZ, INC. 2140 W JEFFERSON RD PITTSFORD NY 14534</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 585-230-5235</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 465107430</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Monroe County Department of Public Health 111 Westfall road Rochester NY 14620-4647</p>	<p>3a. Name of Insurance Carrier The Guardian Life Insurance Company of America</p> <p>3b. Policy Number of Entity Listed in Box 1a 00940098</p> <p>3c. Policy Effective Period 10/01/2023 to 10/01/2024</p>

4. Policy provides the following benefits:

A. Both disability and Paid Family Leave benefits.
 B. Disability benefits only.
 C. Paid Family Leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
 B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 1/16/2024 By *Mrs Pae*
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 1-888-278-4542 Name and Title Michael Prestileo, Head of Group Benefits Strategy, Product & Underwriting

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

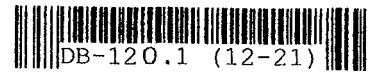
**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**





CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name and address of Insured (use street address only)</p> <p>ZBEST FOODZ INC 2140 W JEFFERSON RD PITTSFORD NY 14534</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>(214) 755-8056</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p> <p>46-5107430</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>MONROE COUNTY DEPARTMENT OF PUBLIC HEALTH 111 WESTFALL RD ROCHESTER NY 14620-4647</p>	<p>3a. Name of Insurance Carrier</p> <p>Hartford Accident and Indemnity Company 22357</p> <p>3b. Policy Number of Entity Listed in Box "1a":</p> <p>12 WEC AU8MXF</p> <p>3c. Policy effective period:</p> <p>11/02/2023 to 11/02/2024</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input checked="" type="checkbox"/> Included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Worker's Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Sara Seier (print name of authorized representative or licensed agent of insurance carrier)

Approved by: Sara Seier (Signature) 01/16/2024 (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (866) 467-8730

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tompkins Insurance Agencies, Inc 90 Main Street Batavia NY 14020		CONTACT NAME: CBU TIA - CBU PHONE (A/C No, Ext): (888) 261-2688 E-MAIL ADDRESS: tiacbu@tompkinsfinancial.com FAX (A/C, No): (888) 339-8337	
INSURED ZBEST FOODZ INC. 6 HIGH MANOR DR #3 HENRIETTA NY 14467		INSURER(S) AFFORDING COVERAGE INSURER A: Tri-State Insurance Company of Minnesota INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 31003	

COVERAGES **CERTIFICATE NUMBER:** 23/24 Master w/Umb & Auto **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ADL5419437-14	11/22/2023	11/22/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ADL5419437-14	11/22/2023	11/22/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ADL5419437-14	11/22/2023	11/22/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Town of Pittsford
 11 South Main Street

Pittsford

NY 14534

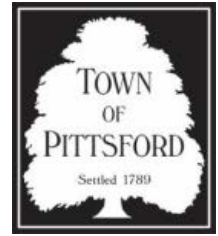
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David S. Boyce

MEMORANDUM

To: William A. Smith and Pittsford Town Board
From: Jessie R. Hollenbeck, Recreation Director
Date: February 22, 2024
Regarding: NYSRPS Annual Conference Attendance
For Meeting On: March 5, 2024



I would like to request that Kathleen Laskey and Casandra Schrom attend the New York State Recreation and Park Society Annual Conference from Sunday, April 14, 2024, to Tuesday, April 16, 2024, at The Queensbury Hotel in Glens Falls, NY.

This conference will allow staff to attend educational sessions and network with other recreation professionals in the area. There will be 12 opportunities for educational sessions, a keynote session, and numerous networking experiences. Attached is a program at-a-glance.

The cost of registration plus lodging is \$1,050 and falls within the Recreation Department's budget for professional development.

Thank you!



ANNIE FRISOLI
Keynote

APRIL 14TH -16TH
GLENS FALLS, NY

The New York State Recreation & Park Society is proud to announce the 2024 Annual Conference at the Queensbury Hotel located in Glens Falls, NY. The NYSRPS conference is an annual event that serves as a dynamic platform for professionals in the field of recreation and parks. By bringing together professionals, experts, and enthusiasts, the conference fosters a collaborative environment for the exchange of ideas, best practices, and innovative approaches in the realm of recreational programming, park management, and community engagement.

SUNDAY

- 9 - 1 pm** Pre -Conference Workshop*
- 12 pm** Check-in & Registration
- 1 - 3 pm** Off-site*
- 2:30 - 4:45 pm** Educational Sessions
- 5 pm** Vendor Meet & Greet Happy Hour
- 7 pm** Amazing Adventure Race
- 8 pm** Networking Social

MONDAY

- 6 - 7 am** Wellness Program
- 7 - 8: 30 am** Breakfast
- 8:30 - 9:30 am** Education Sessions
- 9:45 - 11 am** Keynote
- 11 - 12 pm** Exclusive Vendor Hall Hour
- 12 - 1 pm** Lunch
- 1 - 4:30 pm** Education Sessions
- 1 - 4:30 pm** Off-Site: Half Day*
- 5:30 pm** NYSRPS FUNdraiser
- 6 - 8 pm** Awards Dinner
- 8:30 pm** Networking Social

REGISTRATION PRICING

<u>Attendee</u>		<u>Vendor</u>	
Member	\$350	Member	\$850
Non - Member	\$475	Non - Member	\$1200
Student	\$100	Premier Partner	\$1750
Retiree	\$150		
One Day	\$285		
Award Dinner Only	\$75		

Early Bird Rate
Deadline 3/10

SPECIAL ROOM RATES

The Queensbury Hotel
Limited Hotel Rooms: \$175+ per night
Book upon registration at www.nysrps.org/2024

TUESDAY

- 6 - 7 am** Wellness Program
- 7:30 am** Grab and Go Breakfast
- 8 am** Registration Opens
- 9 - 12:30 pm** Education Sessions

* = Registration Required / Additional Costs

The schedule is subject to change.

Contact New York State Recreation and Parks Society at ed@nysrps.org or 518-584-0321