TOWN BOARD AGENDA
Town Hall – 11 S. Main Street, Pittsford – Lower Level
Tuesday, January 7, 2020 – 5:40 PM (Note Earlier Time)

Call to Order
Pledge of Allegiance
Oaths of Office - 5:45 PM

Minutes
Public Comment
Approval of Minutes of Meetings from December 17, 2019 and December 23, 2019

Public Hearing- 6:00 PM
Local Law #1 of 2020 – Setting 25 MPH Speed Limit on Wood Creek Drive

Biennial Staff Appointments for 2020-2021
Public Comment
Appointments by Supervisor: Deputy Supervisor, Director of Finance and Budget Director, Assistant to Supervisor and Town Historian.

Appointments by Resolution: Town Clerk and Receiver of Taxes, Town Attorney, Commissioner of Public Works et al., Director of Recreation, Deputy Clerk (2), Deputy Receiver of Taxes, Deputy Commissioner of Public Works, Marriage Officiant.

Legal Matters
Public Comment
Designated Newspapers
Contract Renewal of TYLIN International

Financial Matters
Public Comment
Petty Cash, Voucher Approval, Pay Period, Mileage Reimbursement Rate, Health Insurance Reimbursement Rate, Meeting Reimbursement Rate, Per Diem Rate, Bank Depository.

Operational Matters
Public Comment
Work week established, Town Board meeting schedule.
Grounds Maintenance Contract – Plant Concepts
Harladay Hots Inc. Vending Permit

Personnel Matters
Public Comment
Approval of Conference Attendance for 2020
Designation of Delegate/Alternate Delegate for Association of Towns Annual Meeting
Hiring Resolution
Training

Other Business
Public Comment
Adjournment
Proceedings of a regular meeting of the Pittsford Town Board held on Tuesday, December 17, 2019 at 6:00 P.M. local time in Pittsford Town Hall.

PRESENT: Supervisor William A. Smith, Jr.; Councilpersons Kevin Beckford, Katherine B. Munzinger, Matthew J. O’Connor and Stephanie Townsend.

ABSENT: None.

ALSO PRESENT: Staff Members: Jessie Hollenbeck, Recreation Director; Paul J. Schenkel, Commissioner of Public Works; Greg Duane, Finance Director; Robert B. Koegel, Town Attorney; Linda Dillon, Town Clerk; Suzanne Reddick, Assistant to Supervisor; and Shelley O’Brien, Communications Director.

ATTENDANCE: There were thirty-one (31) members of the public in attendance. There were also three (3) additional staff members and an interpreter present.

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

PUBLIC HEARING – LOCAL LAW NO. 4 OF 2019: SECOND EXTENSION OF TEMPORARY MORATORIUM ON SUBDIVISION OF REAL PROPERTY IN THE RRSP ZONING DISTRICT AND EXTENDED RRSP ZONE

Supervisor Smith opened the Public Hearing on the proposed Local Law No. 4 of 2019, which is being proposed to extend the Temporary Moratorium, for the second time, on subdivision of real property in the RRSP Zoning District and extended RRSP Zone.

No comments were offered by the public. Supervisor Smith then closed the Public Hearing on this matter.

Councilwoman Townsend inquired whether a clear plan has been developed, as previously discussed, for moving forward to amend zoning within this next extended moratorium period to meet the intent of the Town’s recently updated Comprehensive Plan. Supervisor Smith confirmed that a clear plan is currently being developed as discussed.

LOCAL LAW NO. 4 OF 2019: SECOND EXTENSION OF TEMPORARY MORATORIUM ON SUBDIVISION OF REAL PROPERTY IN THE RRSP ZONING DISTRICT AND EXTENDED RRSP ZONE ADOPTED

A Resolution to approve Local Law No. 4 of 2019 was offered by Supervisor Smith, seconded by Councilman O’Connor, and voted on by members as follows: Ayes: Beckford, Munzinger, O’Connor, Townsend and Smith. Nays: none.

The following Resolution was declared carried as follows: WHEREAS, true and correct copies of proposed Local Law No. 4 of 2019: Second Extension of Temporary Moratorium on the Subdivision of Real Property in the RRSP Zoning District and the Extended RRSP Zone, were placed upon the desks of all members of the Town Board of the Town Board, New York, more than seven (7) calendar days, exclusive of Sunday, prior to the 17th day of December, 2019; 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 17th day of December, 2019, at 6:00 P.M., Local Time, at the Town Hall, 11 South Main Street, Pittsford, New York, on said Local Law No. 4 of 2019; and

WHEREAS, the said public hearing was duly held on the 17th day of December, 2019, 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. 4 of 2019; and

WHEREAS, subsequent to the closing of said public hearing, and after all persons interested had been heard, the Town Board considered the adoption of said Local Law No. 4 of 2019; and

WHEREAS, the within matter is a Type II action, pursuant to 6 NYCRR §617.5 (c)(36) and, accordingly, is not subject to further review under SEQRA; and

WHEREAS, it was the decision of the Town Board that said Local Law No. 4 of 2019 should be adopted.

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

RESOLVED, that Local Law No. 4 of 2019: Second Extension of Temporary Moratorium on the Subdivision of Real Property in the RRSP Zoning District and the RRSP Extended Zone, 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 17th day of December, 2019, there shall be filed with the Secretary of State one certified copy of said Local Law No. 4 of 2019.

The following is a copy of Local Law No. 4 of 2019 as approved and filed with the Secretary of State:

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

LOCAL LAW NO. 4 OF 2019:
SECOND EXTENSION OF TEMPORARY MORATORIUM ON THE SUBDIVISION OF REAL PROPERTY IN THE RRSP ZONING DISTRICT AND THE EXTENDED RRSP ZONE

Sec. 1 Title

This law shall be known as “Local Law No. 4 of 2019: Second Extension of Temporary Moratorium on the Subdivision of Real Property in the RRSP Zoning District and the Extended RRSP Zone.”

Sec. 2 Findings

The Town Board finds as follows:

(a) Under Town Law § 272-a, all town land use regulations must be in accordance with a comprehensive plan. A comprehensive plan envisions broad ideas, sets goals derived from those ideas, establishes policies derived from the goals, and lists actions to achieve the goals and fulfill the policies. The Town’s first goal is to protect community character; that is, to maintain and enhance Pittsford’s physical character
and quality of life by managing future growth and development and protecting existing resources. With regard to residential development, the Town has several policies, which include the assurance that new residential development contributes to Pittsford’s character through complementary design standards and that open space is configured into large areas that are usable for passive recreation and preservation of viable agriculture.

(b) Among the specific actions to achieve the goals and fulfill the policies is the action to evaluate zoning in the areas (a) between the Water Authority property at the reservoir and the Thruway, bordered by Mendon Center Road and West Bloomfield Road; and (b) west of Mendon Center Road, the area south of the Autumn Woods development, between Autumn Woods and the Thruway (items a and b, collectively, the “Extended RRSP Zone”), and to evaluate extending the RRSP zoning district, or comparable districts, to other locations in the Town consistent with the Future Land Use Plan. Another action is for the Town Board to consider a moratorium on development in the RRSP Zoning District and the Extended RRSP Zone until Town Zoning Code modifications can be addressed. These actions are set forth in the Town’s Comprehensive Plan Update, adopted October 1, 2019, at page 36.

(c) The completion of the update to the Comprehensive Plan now provides the Town Board with the framework to analyze and enact appropriate modifications to the Town’s Zoning Code, which will address and regulate future development in the RRSP Zoning District and the Extended RRSP zone.

(d) The previously-enacted, first extension of the temporary moratorium on the subdivision of real property in the RRSP Zoning District and the Extended RRSP zone, pursuant to Local Law No. 2 of 2019, is set to expire on December 23, 2019.

(e) A second extension of the aforesaid temporary moratorium on the subdivision of real property in the RRSP Zoning District and the Extended RRSP zone is necessary in order for the Town to consider appropriate amendments to the Town’s Zoning Code.

Sec. 3 Purpose and Intent

(a) It is the purpose of this law to promote the goals, policies, and actions identified above for a reasonable period of time in order to effectuate solutions and in order to promote the health, safety and welfare of the citizens of the Town of Pittsford.

(b) It is the further purpose of this law to enable the Town of Pittsford to stop the subdivision of land in the RRSP Zoning District and the Extended RRSP Zone within the Town for a reasonable time pending the adoption of laws, as necessary, to effectuate revisions to the Zoning Code of the Town, to be in accordance with the Town’s adopted Comprehensive Plan Update, as well as to adopt any other laws of the Town necessary to carry out this purpose, and pending the necessary SEQRA process to evaluate this action.

(c) It is the further purpose of this law to fulfill the Town’s constitutional, statutory and legal obligations to protect and preserve the public health, welfare, and safety of the citizens of the Town, and, in particular, to protect the value, use and enjoyment of property in the Town, to prohibit the filing of certain new applications for the subdivision of real property and thus defer official governmental action permitting the subdivision of certain real property until the Town Board has instituted and completed proceedings on possible recommendations for adoption of amendments to the text of the Zoning Code of the Town and other laws of the Town.

(d) It is the further purpose of this law to supersede those provisions of §276 of New York Town Law and of the Town Code relating to period of time in which the Planning Board must render a decision on an application for subdivision approval for the period of this temporary moratorium, or any extension thereto.

(e) It is the further purpose of this law to supersede those provisions of §267 of New York Town Law, and of the Town Code relating to the procedures for the hearing of variance requests from this Second Extension of Temporary Moratorium Law. As stated below, it is the intent of the Town Board to hear requests for variance from this Second Extension of Temporary Moratorium Law, rather than the Town’s Zoning Board of Appeals.
Sec. 4  Imposition of Moratorium

(a)  For a period of one hundred eighty (180) days from and after the adoption date of this law and its effective date, no application for the subdivision of real property within the RRSP Zoning District and the Extended RRSP Zone hereinabove described may be filed, accepted or processed, except as provided in paragraph (b) below and Section 5 of this law. For the purpose of this law, an application for the subdivision of real property shall be deemed to mean any request for official action by the Town Board or Planning Board which request and approval would in any way commence or continue the process whereby land is or may be subdivided.

(b)  The imposition of this law shall not affect the processing of applications for the subdivision of real property for which concept, preliminary or final subdivision approval has been granted by the Planning Board prior to the effective date of this law.

Sec. 5  Alleviation of Hardship

(a)  The Town Board may authorize exceptions to the moratorium imposed by this law when it finds, based upon evidence presented to it, that deferral of action on an application for the subdivision of real property and the deferral of approval of the application for the duration of the moratorium would impose an extraordinary hardship on a landowner or developer.

(b)  A request for an exception based upon extraordinary hardship shall be filed with the Town Supervisor or his designee, including a fee of fifty dollars ($50.00) to cover processing and advertising costs, by the landowner, or the developer with the consent of the landowner. Such request shall provide a recitation of the specific facts that are alleged to support the claim of extraordinary hardship, and shall contain such other information as the Town Supervisor or his designee shall prescribe as necessary for the Town Board to be fully informed with respect to the application.

(c)  A public hearing on any request for an exception for extraordinary hardship shall be set by the Town Board at the first regular meeting of the Town Board that occurs ten (10) days after the request for exception is received by the Town.

(d)  In reviewing an application for an exception based upon a claim of extraordinary hardship, the Town Board shall consider the following criteria:

1. The extent to which the applicant has prior to the effective date of this law received any permits or approvals for the proposed subdivision.

2. The extent to which the proposed subdivision would cause significant environmental degradation, adversely impact adjacent areas, or adversely impact the land uses appropriate to the property.

3. Whether the applicant, prior to the effective date of this law, has incurred financial obligations to a lending institution, which, despite a thorough review of alternative solutions, the applicant cannot meet unless the subdivision proceeds

4. Whether the moratorium will expose the applicant to substantial monetary liability to third persons; or would leave the applicant completely unable, after a thorough review of alternative solutions, to earn a reasonable return on the property.

5. The extent to which actions of the applicant were undertaken in good faith belief that the proposed subdivision would not lead to significant environmental degradation, undue adverse impacts on adjacent areas, or adversely impact the land uses appropriate to the property.
At the conclusion of the public hearing and after reviewing the evidence and testimony placed before it, the Town Board shall act upon the request to approve, deny or approve in part and deny in part the request made by the applicant.

Sec. 6 Validity

If any section, sentence, clause or phrase of this law is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this law.

Sec. 7 Effective Date

This Local Law shall become effective upon its adoption and upon its filing with the New York Secretary of State.

MINUTES
PUBLIC COMMENTS
No one offered comments regarding the Minutes of the December 4, 2019 Town Board meeting.

MINUTES OF THE DECEMBER 4, 2019 MINUTES APPROVED

A Resolution to approve the Meeting Minutes of the December 4, 2019 meeting was offered by Supervisor Smith, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:
RESOLVED, that the Meeting Minutes of December 4, 2019 Town Board meeting is approved as written.

LEGAL MATTERS
PUBLIC COMMENTS
No comments were offered regarding Legal Matters.

There was some brief discussion, clarification and explanation of the proposed Agreements as follows:

- Attorney Koegel clarified for Supervisor Smith the process and procedure for dogs that are not claimed after 7 – 12 days at the Pittsford Animal Hospital – noting that some may be adopted before even having to be sent to Lollipop Farm, but, in most cases are picked up by the owners within a day or two;
- Supervisor Smith confirmed for Councilman O'Connor that Elderberry Express is doing well and that they continue to submit copies of expense statements to the Town;
- Commissioner Schenkel explained the Town/Village Equipment sharing program that has been practiced since the early 2000's, and has been very successful, with no real concerns, including no liability concerns;
- Engineering Services: The Town typically approves three (3) consulting contracts with MRB Group, SWBR and TYLin. Attorney Koegel indicated that the Town, although requesting their updated fee schedules in mid-November, has not received this document yet from TYLin, but expects it soon. Therefore, only the MRB Group and SWBR contracts are being proposed for approval tonight. The TYLin contract will be considered at a later date. Commissioner Schenkel confirmed that these engineering services are utilized for both residential and non-residential reviews and that the Town finds having all three (3) under contract is beneficial, given availability at times, as well as possible conflict of interest in some cases. He also confirmed that in most cases the billed amounts are charged back to the homeowner or developer. However, the Town does utilize the engineering services for some of the Town projects as well.
Minutes of the Town Board for December 17, 2019

Councilman Beckford indicated that he would like to Recuse/Abstain for the consideration of the SWBR contract approval, as he may be considered to have a personal financial benefit, having a family member being employed by this company. The consideration of the Agreements followed the discussion.

PITTSFORD ANIMAL HOSPITAL AGREEMENT APPROVED
A Resolution to approve the annual agreement with Pittsford Animal Hospital for dogs and cats that periodically are held at their facilities was offered by Deputy Supervisor Munzinger, seconded by Councilwoman Townsend, and voted on by members as follows: Ayes: Beckford, Munzinger, O’Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:
RESOLVED, that the Town Supervisor be authorized to execute the proposed agreement with the Animal Hospital of Pittsford for boarding and veterinary services involving stray animals.

PITTSFORD YOUTH SERVICES AGREEMENT APPROVED
A Resolution to approve the annual Pittsford Youth Services Agreement was offered by Deputy Supervisor Munzinger, seconded by Councilwoman Townsend, and voted on by members as follows: Ayes: Beckford, Munzinger, O’Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:
RESOLVED, that the Town Supervisor be authorized to enter into and sign the proposed Agreement with Pittsford Youth Services for calendar year 2020.

ELDERBERRY EXPRESS AGREEMENT APPROVED
A Resolution to approve the annual Elderberry Express Agreement was offered by Councilman O’Connor, seconded by Councilman Beckford, and voted on by members as follows: Ayes: Beckford, Munzinger, O’Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:
RESOLVED, that the Town Supervisor be authorized to enter into and sign the proposed 2020 Agreement with Elderberry Express.

INTERMUNICIPAL COOPERATION AGREEMENT WITH VILLAGE OF PITTSFORD EQUIPMENT AND PERSONNEL SHARING APPROVED
A Resolution to approve the Intermunicipal Cooperation Agreement with the Village of Pittsford for the sharing of equipment and personnel on a borrower and lender basis, with no charges from one to the other was offered by Supervisor Smith, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, O’Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:
RESOLVED, that Town Board authorizes the Town Supervisor to enter into and sign the proposed Intermunicipal Cooperation Agreement with the Village of Pittsford.

CONSULTING AGREEMENT WITH SWBR APPROVED
A Resolution to approve the proposed Agreement for Code Compliance Services with SWBR was offered by Deputy Supervisor Munzinger, seconded by Councilman O’Connor, and voted on by members as follows: Ayes: Munzinger, O’Connor, Townsend and Smith. Abstain: Beckford. Nays: None.

The Resolution was declared carried as follows:
RESOLVED, that the Town Board approves the proposed 2020 Agreement for Code Compliance Services with SWBR and authorizes the Town Supervisor to sign the Agreement.

AGREEMENT WITH MRB GROUP, P.C. APPROVED
A Resolution to approve the proposed “Short Form of Agreement between Owner and Engineer for Professional Services” with MRB Group, P.C. was offered by Councilwoman Townsend, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, O’Connor, Townsend and Smith. Nays: None.

The Resolution was declared carried as follows:
RESOLVED, that the Town Board authorizes the Town Supervisor to sign the proposed “Short Form of Agreement between Owner and Engineer for Professional Services” with MRB Group, P.C., for consulting engineering services for the year 2020.

DEDICATION OF BRIDLERIDGE FARMS OPEN SPACE “B” (CLOVER STREET, RED BARN) ACCEPTED (A PORTION OF TAX ACCOUNT Nos. 191.01-1-19 and 191.01-1-18)
Following a brief description and overview of the proposed acceptance and dedication of Bridleridge Farms Open Space “B” given to the Board by Town Attorney Koegel, a Resolution to accept the dedication was offered by Councilwoman Townsend, seconded by Councilman O’Connor, and voted on by members as follows: Ayes: Beckford, Munzinger, O’Connor, Townsend and Smith. Nays: None.

The Resolution was declared carried as follows:
WHEREAS, Bridleridge Farms, LLC., by “Offer of Dedication of Public Land”, dated December 6, 2019, has offered to dedicate one (1) parcel of land in the Town of Pittsford, Monroe County, New York, consisting of approximately 10.285 acres, as shown on a drawing prepared by BME Associates entitled, “Bridleridge Farms, Section 1, Subdivision Plat,” last revised July 11, 2018, and such Offer has been presented to the Town Board of the Town of Pittsford, and it appearing therefrom to the satisfaction of the Town Board that the lands so offered for deduction have been and are properly surveyed and mapped and should be accepted as Lands of said Town, and that all claims for damage have been properly released; and

WHEREAS, Bridleridge Farms, LLC has executed an Agreement with the Town to undertake and complete, to the Town’s sole satisfaction, the demolition of certain outbuildings on the dedication parcel and the restoration of a red barn and its adjacent lawn area at 3571 Clover Street no later than June 20, 2020.

NOW, on Motion duly made and seconded, it was
RESOLVED, that the Town Board of the Town of Pittsford does hereby consent that the aforesaid land, located in the Town of Pittsford, Monroe County, New York, and as more particularly described as set forth on “Schedule A” of the Offer, be accepted in dedication as open space; and be it further
RESOLVED, that any taxes that are currently due or will become due on said parcels of land, as a result of the assessment roll in effect at the time of this acceptance, shall be the responsibility of the grantor dedicating the parcel of land to the Town; and be it further
RESOLVED, that the Supervisor is authorized to execute the Agreement obligating Bridleridge Farms, LLC to undertake and complete, to the Town’s sole satisfaction, the demolition of certain outbuildings on the dedication parcel and the restoration of the red barn and its adjacent lawn area at 3571 Clover Street in accordance with the terms of the Agreement.

FINANCIAL MATTERS
PUBLIC COMMENTS
No comments regarding Financial Matters were offered.
GENERAL RESERVE APPROPRIATION APPROVED
Finance Director Greg Duane reviewed the proposed General Reserve appropriation for 2020, explaining the need to use these funds to offset capital costs of various equipment purchases and building improvements. Following some brief discussion, a Resolution to approve the appropriation of $450,000.00 from the General Reserve Fund and transferred to the General Fund to offset the cost of capital purchases scheduled for the FY2020 was offered by Supervisor Smith, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, O’Connor, Townsend and Smith. Nays: None.

The Resolution was declared carried as follows:
RESOLVED, that $450,000.00 be appropriated from the General Reserve Fund and transferred to the General Fund to offset the cost of capital purchases scheduled for the FY2020; and be it further

RESOLVED, that this Resolution is subject to Permissive Referendum.

SURPLUS INVENTORY APPROVED
A Resolution to approve the list of Surplus Inventory submitted as recommended was offered by Deputy Supervisor Munzinger, seconded by Councilwoman Townsend, and voted on by members as follows: Ayes: Beckford, Munzinger, O’Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:
RESOLVED, that the following list of Surplus Inventory was approved to be removed from Town’s inventory:

<table>
<thead>
<tr>
<th>Asset #</th>
<th>Year</th>
<th>Description</th>
<th>Department</th>
<th>Cost</th>
<th>Disposition</th>
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</thead>
<tbody>
<tr>
<td>12387</td>
<td>2002</td>
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<td>Rec</td>
<td>$1,873.20</td>
<td>Trade-in</td>
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<td>AED Defibillator</td>
<td>Sewer</td>
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</tr>
<tr>
<td>13953</td>
<td>2003</td>
<td>AED Defibillator</td>
<td>Court</td>
<td>$1,896.60</td>
<td>Trade-in</td>
</tr>
<tr>
<td>13954</td>
<td>2003</td>
<td>AED Defibillator</td>
<td>Library</td>
<td>$1,896.60</td>
<td>Trade-in</td>
</tr>
<tr>
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<td>AED Defibillator</td>
<td>Hwy</td>
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<td>Trade-in</td>
</tr>
<tr>
<td>13956</td>
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<td>AED Defibillator</td>
<td>Hwy</td>
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<tr>
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<td>14033</td>
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<td>$1,599.00</td>
<td>Trade-in</td>
</tr>
</tbody>
</table>

$22,156.10

BUDGET TRANSFERS AND AMENDMENT APPROVED
A motion to approve the proposed Budget Transfer and Amendment was offered by Supervisor Smith, seconded by Councilman O’Connor, and voted on by members as follows: Ayes: Beckford, Munzinger, O’Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:
BE IT RESOLVED,

- That $10,421.00 be transferred from 1.1990.4000.1.1 (WT Contingency – Expense) to 1.5182.4202.1.4 (Street Lighting – Gas & Electric) to pay for the unexpired life of street lights being changed out to LED street lights.
Minutes of the Town Board for December 17, 2019

- That $200.00 be transferred from 1.1230.1000.1.1 (community Services – Salaries) to 1.1420.1000.1.1 (Town Attorney – Salaries) to cover salaries for FY2019.

- That $30,696.00 be transferred from 1.1989.2001.3.1 (WT – Computer Replacement Schedule) and $11,022.00 be transferred from 1.1989.2002.1.1 (WT – Office Equipment Replacement Schedule) to 1.9950.9000.1.1 (WT – Transfer to Capital) and these funds then be transferred to the Whole Town Office Equipment Capital Reserve.

- That $34,000.00 be transferred from 1.1990.4000.1.1 (WT Contingency – Expense) to 1.2620.1000.1.2620 (Bldg. Maintenance – Salaries) to cover salaries for FY2019.

- That $6,124.00 be transferred from 1.1989.2025.2.7 (WT Parks – Equipment Schedule) and $1,494.00 be transferred from 1.1989.2029.1.1 (WT Admin – Equipment Schedule) to 1.9950.9000.1.1 (WT – Transfer to Capital) and these funds then be transferred to the Whole Town Equipment Capital Reserve.

- That $34,000.00 be transferred from 1.1990.4000.1.1 (WT Contingency – Expense) to 1.2620.1000.1.2620 (Bldg. Maintenance – Salaries) to cover salaries for FY2019.

- That $671.00 be transferred from 2.1989.2001.5.1 (PT – Computer Replacement Schedule) to 2.9950.9000.1.1 (PT – Transfer to Capital) and these funds then be transferred to the Part Town Office Equipment Capital Reserve.

- That $1,997.00 be transferred from 2.1989.2029.1.1 (PT Admin – Equipment Schedule) to 2.9950.9000.1.1 (PT – Transfer to Capital) and these funds then be transferred to the Part Town Equipment Capital Reserve.

- That $23,000.00 be transferred from 4.9060.8000.50.4 (WT Hwy – Hospitalization) and $12,000.00 from 4.9010.8000.50.4 (WT Hwy – Retirement) to 4.5142.4119.50.4 (WT Hwy – Salt) to purchase road salt.

- That $525.00 be transferred from 6.1989.2001.5.6 (PSD – Computer Replacement Schedule) and $500.00 be transferred from 6.1989.2002.1.6 (PSD – Office Equipment Replacement Schedule) to 6.9950.9000.1.6 (PSD – Transfer to Capital) and these funds then be transferred to the Sewer Office Equipment Capital Reserve.

- That $280.00 be transferred from 6.1989.2029.2.6 (PSD Admin – Equipment Schedule) to 6.9950.9000.1.6 (PSD – Transfer to Capital) and these funds then be transferred to the Sewer Equipment Capital Reserve.

And, be it further

**RESOLVED**, that the following Budget Amendment is approved:

- That line item 3.7410.4000.25.3 (Library – Program Expense) be increased by $1,400.00. The source of these funds will be a grant from the Monroe County Library System.

**DECEMBER VOUCHERS APPROVED**

A Resolution to approve the December 2019 vouchers was moved by Deputy Supervisor Munzinger, seconded by Councilman Beckford, and voted on by the members as follows: Ayes: Beckford, Munzinger, O’Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:
RESOLVED, that the December 2019 vouchers No. 144830 – 145303 for a total amount of $633,317.86 are approved for payment.

OPERATIONAL MATTERS
PUBLIC COMMENTS
No public comments were offered.

COOPERATIVE AGREEMENT WITH THE PITTSFORD FIRE DISTRICT AMENDMENT APPROVED
Following a brief explanation of the proposed on-going Agreement with the Pittsford Fire District by Commissioner Schenkel, it was noted that an Amendment was necessary to the original submitted Agreement, on Page 1, No. 4, under Term. The term of this Agreement should be until December 31, 2024 (not 2025, as written).

Thereafter a Resolution to Amend the Agreement was offered by Supervisor Smith, seconded by Councilman O’Connor, and voted on by members as follows: Ayes: Beckford, Munzinger, O’Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:
RESOLVED, that the Cooperative Agreement with the Pittsford Fire District be amended, on Page 1, No. 4, under Term, to read as follows:

Term
4. The term of this agreement shall continue from execution to December 31, 2024, unless terminated by either party as set forth in Paragraph 5.

Town Board authorizes the Town Supervisor to execute the proposed Intermunicipal Cooperative Agreement with the Pittsford Fire District.

COOPERATIVE AGREEMENT WITH THE PITTSFORD FIRE DISTRICT AMENDMENT APPROVED
Thereafter, a Resolution to approve the Amended Cooperative Agreement with the Pittsford Fire District was offered by Councilman O’Connor, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, O’Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:
RESOLVED, that the Town Board authorizes the Town Supervisor to execute the proposed Intermunicipal Cooperative Agreement with the Pittsford Fire District.

SEQRA FOR ERIE CANAL PARK AND PRESERVE APPROVED
Commissioner Schenkel reviewed the proposed SEQRA approval for the Erie Canal Park and Preserve, noting that there are no significant environmental concerns that were found. Following some brief discussion regarding this, a Resolution to approve the SEQRA for the Erie Canal Park and Preserve was offered by Deputy Supervisor Munzinger, second by Councilman O’Connor, and voted on by members as follows: Ayes: Beckford, Munzinger, O’Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:
WHEREAS, the Town Board has proposed to construct a shared-use trail that connects the adjacent Auburn Trail with the Erie Canal Trail and reconstruct a salvaged historic barn on Town-owned land within the Village of Pittsford, to be known as the Erie Canal Park and Preserve; and
WHEREAS, the Town Board has determined that the action proposed herein is an "Unlisted Action" under the State Environmental Quality Review Act (SEQRA) which will be undertaken by the Town Board; and

WHEREAS, the Town Board determines that said Action is also subject to review and approval by other involved agencies under SEQRA regulations published at 6 NYCRR Part 617; and

WHEREAS, more than 30 calendar days have elapsed since all involved agencies received notice of the Town Board’s intent to act as lead agency for the coordinated review of this Unlisted Action under SEQRA and were forwarded a copy of the completed SEQRA Short Environmental Assessment Form (EAF) Part 1 for the proposed project; and no such involved agency has made objection thereto; and

WHEREAS, a Short Part 1 and Part 2 EAF has been prepared for the proposed project and has been carefully reviewed by the Town Board and is attached hereto; and

WHEREAS, the completed Short EAF does not identify any significant adverse environmental impacts associated with the proposal.

NOW, THEREFORE, be it

RESOLVED, that the Town Board does hereby declare its intent to be designated as the lead agency for this Action; and be it further

RESOLVED, the Pittsford Town Board, following due deliberation and consideration, finds that the proposed project within the Erie Canal Park and Preserve will have no significant adverse impact on the environment; and, accordingly, issues a Negative Declaration of Environmental Significance.

BID DATE SET FOR ERIE CANAL PARK AND PRESERVE BARN RECONSTRUCTION
Commissioner Paul Schenkel reviewed the process that is continuing for the planning and permitting for the proposed Erie Canal Park and Preserve. He referred to the consultant’s timeline, submitted with the proposed recommendation to set a bid date for the Barn Reconstruction with the Board.

Some discussion ensued regarding the bid process and getting the word out for companies who may be interested in bidding on this project. Following some brief discussion, a Resolution to Set a bid date for the Erie Canal Park and Preserve Barn Reconstruction was offered by Councilman O’Connor, seconded by Councilman Beckford, and voted on by members as follows: Ayes: Beckford, Munzinger, O’Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:
RESOLVED, that the Town Board set a bid opening date for the Erie Canal Park and Preserve Barn Reconstruction for February 25, 2020 at 11:00 a.m. in the Department of Public Works.

OTHER BUSINESS
No other business was discussed.

PUBLIC COMMENTS
No members of the public offered comments.

PROCLAMATION TO OUTGOING COUNCILMAN MATTHEW O’CONNOR
Supervisor Smith presented the following Proclamation to Councilman O’Connor, thanking him for his eight years of service on the Pittsford Town Board and wishing him well in his retirement from the board. Councilman O’Connor thanked the Town Board, and the residents of Pittsford, for the opportunity to serve in this capacity for the past eight (8) years. Councilman O’Connor was given a standing ovation.
A Resolution of Commendation
honoring
Matthew J. O’Connor

Whereas, it is the wish of the Town Board to acknowledge the contributions and commitment of our colleague Matthew J. O’Connor, who has served the Town of Pittsford as a trusted member of the Pittsford Town Board since 2012; and

Whereas, a 25-year resident of Pittsford, with great care Matthew J. O’Connor has meaningfully contributed to the quality of life in our community, both through his service as a dedicated, knowledgable and accessible elected official and as a committed community advocate, serving as a highly active Pittsford Rotarian and past Rotary Club president, and as an engaged board member for the Pittsford Chamber of Commerce, Saint’s Place, and RESOLVE of Greater Rochester, and, with his family, has been a generous supporter of the Pittsford Food Cupboard, among other activites; and

Whereas, recognized as a Rotary Paul Harris Fellow, Matthew J. O’Connor facilitated a collaboration between Town staff and the Pittsford Rotary Club to create and fund the first-ever Community Garden in Pittsford, underwriting a District grant and obtaining Club funds to furnish materials for the popular garden located at Thornell Farm Park; he has has served on the Town-Village-School District Collaborative Leadership Team and over his eight years in office has has leant his knowledge and insight as Town Board liaison to each of the Town’s volunteer boards and to the Library Board of Trustees; and

Whereas, Matthew J. O’Connor has provided wise and valuable leadership to many Town achievements made during his tenure as Town Councilman, most notably and significantly serving as Board lead for the Town’s sustainability initiatives; as such he led the Town to achieving Clean Energy Community designation by the State in 2017, obtained grants to fund the Town’s first two electric vehicle charging stations and its first rooftop solar array, to be installed at King’s Bend Park, spearheaded a collaboration with RG&E to replace 100+ existing streetlights with with energy and cost saving LED lights, and initiated a grant-funded energy assessment of Town buildings in a first of its kind collaboration with the Rochester Institute of Technology Pollution Prevention Institute. These efforts, among others, will have a lasting and truly beneficial influence our Town and its citizens.

Now, Therefore Be It Resolved that the Pittsford Town Board recognizes Matthew J. O’Connor’s exemplary service to the community as a truly dedicated Town official; and

Further Resolved, that now, as he nears the completion of his service on the Pittsford Town Board, with utmost regard and appreciation, the Pittsford Town Board thanks Matthew J. O’Connor for his deep, unwavering and intensely personal commitment to the success of our community and his heartfelt affection for the Town of Pittsford and residents, and honors the lasting impact his contributions will have on our community.

This resolution was adopted by the order of the Town Board on December 17, 2019.

ADJOURNMENT
As there was no further business, the Supervisor adjourned the meeting at 6:35 P.M.

Respectfully submitted,

Linda M. Dillon
Town Clerk
Minutes of the Town Board for December 23, 2019

TOWN OF PITTSFORD
TOWN BOARD
DECEMBER 23, 2019

Proceedings of a special meeting of the Pittsford Town Board held on Monday, December 23, 2019 at 10:15 A.M. local time in Town Hall, 11 South Main Street, Lower Level Meeting Room.

PRESENT: Supervisor William A. Smith, Jr.; Councilmembers Kevin S. Beckford, Katherine Bohne Munzinger, Matthew J. O'Connor

ABSENT: Councilmember Stephanie M. Townsend.

ALSO PRESENT: Staff Members: Paul Schenkel, Commissioner of Public Works; Greg Duane, Finance Director; Robert Koegel, Attorney, Karen S. Ward, Deputy Town Clerk.

ATTENDANCE: There were eighteen (18) members of the public in attendance. There was also one (1) additional staff member in attendance.

Supervisor Smith called the Town Board meeting to order at 10:15 A.M. The Town Clerk noted members present and the absence of Councilwoman Townsend. Thereafter, Supervisor Smith led in the Pledge to the Flag.

FINANCIAL MATTERS

PUBLIC COMMENTS
No public comments were offered.

END OF THE YEAR VOUCHERS APPROVED
A Resolution to approve the end of year December 2019 vouchers was moved by Deputy Supervisor Munzinger seconded by Councilman O’Connor, and voted on by the members as follows: Ayes: Beckford, Munzinger, O’Connor and Smith. Absent: Townsend. Nays: None.

The Resolution was declared carried as follows: RESOLVED, that the End of the Year December 2019 vouchers No. 145304 through No.145365, in the amount of $602,269.81 are approved for payment.

BUDGET TRANSFERS AND AMENDMENT APPROVED
A Resolution to approve the recommended budget transfers and amendments were offered by Councilman O’Connor seconded by Deputy Supervisor Munzinger, and voted on by the members as follows: Ayes: Beckford, Munzinger, O’Connor and Smith. Absent: Townsend. Nays: None.

The Resolution was declared carried as follows: RESOLVED, that the following budget transfers are approved:

Be it resolved that the following budget transfers are approved:

That $20,000.00 be transferred from 4.9040.8000.50.4 (WT Hwy – Workers Compensation) and $20,000.00 be transferred from 4.9060.8000.50.4 (WT Hwy – Hospitalization) to 4.5142.1000.2.4 (WT Hwy – Salaries) to cover salaries for FY19.

That $6,000.00 be transferred from 6.8120.4411.1.6 (Sewer – Contracted Repairs) and $13,500.00 be transferred from 6.9060.8000.1.6 (Sewer – Hospitalization) to 6.8120.1000.2.6 (PSD – Salaries) to cover salaries for FY19.
That $85,000.00 be transferred from 1.1990.4000.1.1 (WT – Contingency) and $115,000.00 be transferred from 1.9060.8000.1.1 (WT – Hospitalization) to be transferred 1.9950.9000.9000.1.1 (WT – Transfer to Capital) to be transferred to reserve funds.

That $225,000.00 be transferred from 1.9950.9000.1.1 (WT – Transfer to Capital) to the Whole Town Equipment Capital Reserve Fund.

That $31,000.00 be transferred from 1.9950.9000.1.1 (WT – Transfer to Capital) to the Whole Town Office Equipment Capital Reserve Fund.

That $1,500.00 be transferred from 1.7110.1000.1.7110 (Parks – Salaries) to 1.1490.1000.1.1 (DPW Admin – Salaries) to cover salary costs for FY19.

That $45,000.00 be transferred from 2.1990.4000.1.1 (PT – Contingency) to be transferred 2.9950.9000.1.1 (WT – Transfer to Capital) and that these funds be transferred to the Part Town Equipment Capital Reserve Fund.

That $25,000.00 be transferred from 5.9040.8000.55.4 (PT Hwy – Workers Compensation) and $55,000.00 be transferred from 5.9060.8000.1.4 (PT Hwy – Hospitalization) to transferred to 5.9950.9000.1.4 (PT Hwy – Transfer to Capital) and that these funds be transferred to the Highway Improvement Capital Reserve Fund.

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

The Resolution was declared carried as follows:
RESOLVED, that the following list of Surplus Inventory was approved to be removed from Town’s inventory:

<table>
<thead>
<tr>
<th>Asset #</th>
<th>Year</th>
<th>Description</th>
<th>Department</th>
<th>Cost</th>
<th>Disposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>3101</td>
<td>1975</td>
<td>World Globe</td>
<td>Library</td>
<td>$600.00</td>
<td>Junk</td>
</tr>
<tr>
<td>13174</td>
<td>2000</td>
<td>Cubbies House</td>
<td>Library</td>
<td>$539.00</td>
<td>Junk</td>
</tr>
<tr>
<td>15381</td>
<td>2005</td>
<td>Chair with arms</td>
<td>Library</td>
<td>$275.39</td>
<td>Junk</td>
</tr>
<tr>
<td>15393</td>
<td>2005</td>
<td>Chair with arms</td>
<td>Library</td>
<td>$275.39</td>
<td>Junk</td>
</tr>
<tr>
<td>15394</td>
<td>2005</td>
<td>Chair with arms</td>
<td>Library</td>
<td>$275.39</td>
<td>Junk</td>
</tr>
<tr>
<td>15458</td>
<td>2005</td>
<td>Chair with arms</td>
<td>Library</td>
<td>$283.54</td>
<td>Junk</td>
</tr>
<tr>
<td>15459</td>
<td>2005</td>
<td>Chair with arms</td>
<td>Library</td>
<td>$283.54</td>
<td>Junk</td>
</tr>
<tr>
<td>17670</td>
<td>2013</td>
<td>Drum Music Board</td>
<td>Library</td>
<td>$1,099.00</td>
<td>Junk</td>
</tr>
</tbody>
</table>

$3,631.25
OPERATIONAL MATTERS

NEW YORK STATE DOT SNOW AND ICE AGREEMENT AUTHORIZED
A Resolution to authorize a 5-year agreement with the New York State DOT for snow and ice services was moved by Deputy Supervisor Munzinger, seconded by Councilman Beckford, and voted on by the members as follows: Ayes: Beckford, Munzinger, O’Connor, and Smith. Absent: Townsend. Nays: none.

The Resolution was declared carried as follows: RESOLVED, that the Town Board authorizes a new five-year contract for snow and ice control between the Town of Pittsford, and New York State Department of Transportation with a contracted amount of $ 303,885.71 for the 2019/2020 snow and ice season, and that the Commissioner of Public Works is authorized to sign the agreement.

PUBLIC COMMENTS
No public comments were offered.

Thereafter, having no other matters to discuss, the Supervisor adjourned the meeting at 10:24 A.M.

Respectfully submitted,

Karen S. Ward  
Deputy Town Clerk

OFFICIAL BOARD MINUTES ARE ON FILE IN THE OFFICE OF THE TOWN CLERK
MEMORANDUM

To: Town Board Members

From: Robert B. Koegel

Date: December 30, 2019

Regarding: Public Hearing on Local Law #1 of 2020 - Town Code change setting a 25 mph speed limit on Wood Creek Drive

For Meeting On: January 7, 2020

Ladies and Gentlemen:

The Town Board has previously received proposed Local Law #1 of 2020, which would establish a 25 mph speed limit on Wood Creek Drive. A Public Hearing on the proposed Local Law has been scheduled, as indicated above.

Attached is the proposed Adoption Resolution, enacting Local law #1 of 2020.

Recommendation is hereby made that the Town Board approve the proposed Local Law.
BE IT ENACTED BY THE
TOWN BOARD OF THE
TOWN OF PITTSFORD
NEW YORK
AS FOLLOWS:

LOCAL LAW NO. 1 OF 2020:
AMENDING §145-5 OF THE CODE OF THE TOWN OF PITTSFORD TO SET A
25 MPH SPEED LIMIT ON WOOD CREEK DRIVE

Sec. 1 Title

This Local Law shall be known as “Local Law No. 1 of 2020: Amending §145-5 of The
Code of the Town of Pittsford to set a 25 mph speed limit on Wood Creek Drive."

Sec. 2 Amendments to Existing Law

The Code of the Town of Pittsford, Chapter 145, Article II, shall be amended to revise
§145-5 to read as follows:

§ 145-5. Special-hazard zones.

Except when a special hazard exists that requires lower speed for compliance with § 145-2B, it shall be
unlawful for any person to drive a vehicle in the Town at a speed in excess of the following speeds on
the streets or parts of streets listed below:

<table>
<thead>
<tr>
<th>Name of Street</th>
<th>Maximum Speed (mph)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allen Parkway</td>
<td>25</td>
</tr>
<tr>
<td>Alpine Drive</td>
<td>25</td>
</tr>
<tr>
<td>Bedford Way</td>
<td>25</td>
</tr>
<tr>
<td>Beech Road</td>
<td>25</td>
</tr>
<tr>
<td>Brook Road</td>
<td>25</td>
</tr>
<tr>
<td>Burncoat Way</td>
<td>25</td>
</tr>
<tr>
<td>Buttermilk Hill Road</td>
<td>25</td>
</tr>
<tr>
<td>Crestline Road</td>
<td>25</td>
</tr>
<tr>
<td>Name of Street</td>
<td>Maximum Speed (mph)</td>
</tr>
<tr>
<td>------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Crestview Drive</td>
<td>25</td>
</tr>
<tr>
<td>Cricket Hill Drive</td>
<td>25</td>
</tr>
<tr>
<td>Croft Road</td>
<td>25</td>
</tr>
<tr>
<td>East Brook Road</td>
<td>25</td>
</tr>
<tr>
<td>East Park Road</td>
<td>25</td>
</tr>
<tr>
<td>Ellingwood Drive</td>
<td>25</td>
</tr>
<tr>
<td>Hearthstone Road</td>
<td>25</td>
</tr>
<tr>
<td>Hilltop Drive</td>
<td>25</td>
</tr>
<tr>
<td>Kilbourn Road</td>
<td>25</td>
</tr>
<tr>
<td>Knobb Hill Drive</td>
<td>25</td>
</tr>
<tr>
<td>Long Meadow Circle</td>
<td>25</td>
</tr>
<tr>
<td>Maywood Avenue</td>
<td>25</td>
</tr>
<tr>
<td>Meadow Wood Circle</td>
<td>25</td>
</tr>
<tr>
<td>Mitchell Road</td>
<td>25</td>
</tr>
<tr>
<td>Overbrook Road</td>
<td>25</td>
</tr>
<tr>
<td>Reitz Circle</td>
<td>25</td>
</tr>
<tr>
<td>Reitz Parkway</td>
<td>25</td>
</tr>
<tr>
<td>Sandpiper Lane</td>
<td>25</td>
</tr>
<tr>
<td>Schoen Road</td>
<td>25</td>
</tr>
<tr>
<td>School Lane</td>
<td>25</td>
</tr>
<tr>
<td>Shelwood Road</td>
<td>25</td>
</tr>
<tr>
<td>Sheridan Court</td>
<td>25</td>
</tr>
<tr>
<td>Smead Road</td>
<td>25</td>
</tr>
<tr>
<td>Standish Way</td>
<td>25</td>
</tr>
<tr>
<td>Stoneleigh Court</td>
<td>25</td>
</tr>
<tr>
<td>Sunset Boulevard</td>
<td>25</td>
</tr>
<tr>
<td>West Brook Road</td>
<td>25</td>
</tr>
<tr>
<td>Wood Creek Drive</td>
<td>25</td>
</tr>
<tr>
<td>Woodland Road</td>
<td>25</td>
</tr>
</tbody>
</table>
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.
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 7th day of January, 2020.

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

ABSENT: None

____________________________________________________

In the Matter

of

THE ADOPTION OF PROPOSED LOCAL LAW
NO. 1 of 2020: AMENDING §145-5 OF THE CODE OF THE
TOWN OF PITTSFORD TO SET A 25 MPH SPEED LIMIT
ON WOOD CREEK DRIVE.

____________________________________________________

Adoption Resolution

WHEREAS, true and correct copies of proposed Local Law No. 1 of 2020: Amending §145-5 of Pittsford Municipal Code to set a 25 mph speed limit on Wood Creek Drive, were placed upon the desks of all members of the Town Board of the Town of Pittsford, New York, more than seven (7) calendar days, exclusive of Sunday, prior to the 7th day of January, 2020; and

WHEREAS, there was duly published in a newspaper previously designated as an official newspaper for publication of public notices, and posted upon the bulletin board maintained by the Town Clerk pursuant to § 40(6) of the Town Law, a notice of public hearing to the effect that the Town Board would hold a public hearing on the 7th day of January, 2020, at 6:00 P.M., Local Time, at the Town Hall, 11 South Main Street, Pittsford, New York, on said Local Law No. 1 of 2020; and

WHEREAS, the said public hearing was duly held on the 7th day of January, 2020, at 6:00 P.M., Local Time, at the Town Hall, Pittsford, New York, and all persons present were given an opportunity to be heard, whether speaking in favor of or against the adoption of said Local Law No. 1 of 2020; and
WHEREAS, the proposed action is a Type 2 Action in accordance with 6 NYCRR §617.5(c)(22) of the SEQRA Regulations; 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. 1 of 2020; and

WHEREAS, it was the decision of the Town Board that said Local Law No. 1 of 2020 should be adopted.

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

RESOLVED, that Local Law No. 1 of 2020: Amending §145-5 of the Code of the Town of Pittsford, 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 7th day of January, 2020, there shall be filed with the Secretary of State one certified copy of said Local Law No. 1 of 2020.

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

<table>
<thead>
<tr>
<th>Name</th>
<th>VOTING</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>William A. Smith, Jr.</td>
<td>VOTING</td>
<td>Aye</td>
</tr>
<tr>
<td>Katherine Bohne Munzinger</td>
<td>VOTING</td>
<td>Aye</td>
</tr>
<tr>
<td>Kevin S. Beckford</td>
<td>VOTING</td>
<td>Aye</td>
</tr>
<tr>
<td>Cathy Koshykar</td>
<td>VOTING</td>
<td>Aye</td>
</tr>
<tr>
<td>Stephanie Townsend</td>
<td>VOTING</td>
<td>Aye</td>
</tr>
</tbody>
</table>

The resolution was thereupon declared duly adopted.

DATED: January 7, 2020

_________________________________
Linda M. Dillon, Town Clerk

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

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

_________________________________
Linda M. Dillon, Town Clerk
MEMORANDUM

To: Town Board
CC:
From: W.A. Smith
Date: January 2, 2020
Regarding: Supervisor's Biennial Appointments 2020-2021

This is to advise the Board of the Supervisor’s appointments for the biennial period comprising calendar years 2020 and 2021.

Deputy Supervisor Katherine Bohne Munzinger

Staff
Greg Duane Director of Finance & Budget Director
Suzanne Reddick Assistant to Supervisor
Audrey Johnson Town Historian

Liaisons to Volunteer Boards
Kevin Beckford
- Design Review & Historical Preservation Board
- Parks and Recreation Advisory Board

Cathy Koshykar
- Zoning Board of Appeals
- Assessment Review Board

Kate Munzinger
- Planning Board
- Library Board of Trustees

Stephanie Townsend
- Pittsford Youth Services
- Environmental

Bill Smith
- Leadership
- Chamber of Commerce
MEMORANDUM

To: Town Board
CC: 
From: W.A. Smith
Date: January 2, 2020
Regarding: Biennial Staff Appointments

Pittsford residents are fortunate to have in leading positions of responsibility in their Town government people whose distinguished performance has earned them the respect of their peers throughout the region and the gratitude of our residents. Most are Civil Service positions. Some positions including department heads and their deputies are subject to biennial appointment. I recommend that the Town Board approve appointment of the individuals named in the following resolution, each of whom is the incumbent.

RESOLVED, that each of the following be and hereby is appointed to the office set forth opposite his or her name for the biennial period covering calendar years 2020 and 2021:

- Linda Dillon  Town Clerk and Receiver of Taxes
- Robert Koegel  Town Attorney
- Paul Schenkel  Commissioner of Public Works, Highway Superintendent, Superintendent of Sewers, Parks Superintendent
- Jessie Hollenbeck  Director of Recreation
- Karen Ward  Deputy Town Clerk
- Laura Beeley  Deputy Town Clerk
- Rose Ann Crispino  Deputy Receiver of Taxes
- James Gagnier  Deputy Commissioner of Public Works
- William A. Smith  Marriage Officiant
MEMORANDUM

To: Town Board
CC: 
From: Robert Koegel, Town Attorney
Date: January 2, 2020
Regarding: Designation of Official Newspapers

The New York Town Law requires the Town to designate annually a newspaper or newspapers as the official newspapers for publication of legal notices by the Town.

For this purpose, adoption by the Town Board of the following resolution would be in order. Each newspaper listed has been designated as an official newspaper for the Town for at least the past year.

RESOLVED, that the Brighton-Pittsford Post be and hereby is designated as official Town newspaper for 2020, with alternatives to be The Daily Record and the Democrat & Chronicle.
MEMORANDUM

To: Town Board Members
From: Robert B. Koegel
Date: January 2, 2020
Regarding: Compliance and Engineering Services with TYLI
For Meeting On: January 7, 2020

Ladies and Gentlemen:

Construction of non-residential buildings requires compliance with the complex set of rules established by the State of New York and contained in the Uniform Fire Prevention and Building Code. Review of construction plans to ensure compliance with these state requirements is a laborious effort.

Our Code Enforcement Office, like other local code enforcement offices in our area, utilizes the services of regional engineering/architectural firms to review such plans and to comment upon their compliance with the Uniform Code. We have used at least two engineering firms for these reviews, one of which is TYLI (the other is SWBR), and we have been pleased with both of them.

The Code review arrangements are such that the Code Enforcement Office directly requests and pays for the services, and the involved developer reimburses us for the services.

Our Code Enforcement Office and our Planning and Zoning Department also use outside consultants for engineering services to the Town, primarily for review of site plans, subdivision plans, and stormwater pollution prevention plans. As with Code compliance matters, reimbursement for engineering services in connection with development plans comes from the involved developers.

This year, as with last year, our proposed Agreement with TYLI is for both code compliance services and engineering review services. The proposed Agreement is essentially a renewal of the annual Agreement we began in 2012, and it will continue, by its terms, through the end of 2020. There are modest increases in the hourly billing rates of some of the categories of services this year, and a few categories with more significant increases. Still, rates are well in the range of other engineering consultants retained by the Town. As with our other annual engineering contracts, the Commissioner of Public Works, the Town Engineer, and the Director of Planning and Zoning have all reviewed these rates and have found them to be reasonable.
RESOLUTION

I move that the Town Board approve the proposed Agreement for Code Compliance and Engineering Services with TYLI and authorize the Town Supervisor to sign the Agreement.
AGREEMENT FOR CODE COMPLIANCE AND ENGINEERING SERVICES

This is an agreement between TYLI International Engineering and Architecture, P.C., a Professional Corporation with an office at 255 East Avenue, Rochester, New York 14604 ("TYLI") and the Town of Pittsford, a municipal corporation having offices at 11 South Main Street, Pittsford, New York 14534 ("Town"), where the Town seeks to engage the services of a professional third party consultant to provide the services and necessary to fulfill the Town's obligation to regulate the design, construction and use of buildings and structures within its boundaries;

NOW, THEREFORE, in consideration of the terms and conditions herein, it is hereby agreed by and between the parties as follows:

Section I    T. Y. Lin International’s Services

Section IA    Code Compliance Services

A. TYLI shall provide services to the Town in the area of code compliance plan review, on an as requested basis. The work shall include the necessary clerical assistance, travel time, communications and reporting.

B. Requests for services shall be transmitted by the Town Code Enforcement Officer to T.Y. in writing, in person, or by telephone (followed by a written request). Both the Town and TYLI shall keep a record of requests made.

C. TYLI shall provide for the review of plans for compliance with the NYS Uniform Fire Prevention and Building Code. Reviews shall not include issues of compliance with zoning, SEQRA, site work/landscaping, fire protection system calculations, conveyances, or other local, state or federal requirements, except where specifically referenced in a technical document of the Uniform Code. Review for conformance with these regulations will be performed by the Town, and forwarded to TYLI upon request. Plan review comments and related communications with the applicants (including requests for additional information) will be handled by TYLI directly with the applicant. TYLI staff shall host permit workshops whenever requested by the applicant, TYLI shall provide written reports on the results of each review, in a format approved by the Town and TYLI, including any necessary administrative or organizational meetings.

Section IB    Engineering Plan Reviews

A. TYLI shall provide services to the Town in the area of engineering plan review, on an as requested basis. The work shall include the necessary clerical assistance, travel time, communications and reporting as well as signature on final plans and SWPPPs as "Town Engineer".

B. Requests for services shall be transmitted by the Director of Planning Zoning and Development or Code Enforcement Officer to TYLI in writing, in person, or by telephone (followed by a written request). Both the Town and TYLI shall keep a record of requests
made.

C. TYLI shall provide for engineering review of Site Plan, Subdivision submissions and Storm-water Pollution Prevention Plans as requested by the Town. Reviews shall be for state and federal requirements and if requested compliance with zoning, SEQRA, and Town of Pittsford Design Standards. Plan review comments and related communications with the applicants (including requests for additional information) will be handled by TYLI directly with the applicant with a record of these communications provided to the Town. TYLI staff shall host review workshops whenever requested by the applicant, TYLI shall provide written reports on the results of each review, in a format approved by the Town and TYLI, including any necessary administrative or organizational meetings.

Section 2 Fee

TYLI shall submit monthly, a detailed invoice showing an accounting of the work performed on behalf of the Town, based on hours worked and travel provided in accordance with TYLI’s “Schedule of Fees”, attached hereto, along with duly executed vouchers on forms supplied by the Town. Payments for services rendered shall be made by the Town within 30 calendar days of the date of TYLI invoices.

Persons chosen by TYLI to perform various tasks associated with this agreement will be at the sole discretion of TYLI, based on the nature of the request for service, the experience and level of education or the specialization in certain disciplines, and TYLI will make every effort to exercise care and efficiency with respect to the impact to the Town or the applicants on the cost of services.

Section 3 Authorized Agents

TYLI designates the Manager of Compliance Services and the Town designates the Code Enforcement Officer or Director of Planning Zoning and Development, as the authorized agents for all communications pursuant to this Agreement.

Section 4 Response Time

Complete, written comments on the compliance of all aspects of the project with applicable codes, shall be provided by TYLI to the Town within the following time periods after receipt of a complete application by TYLI. The term "complete application" shall be deemed to include all drawings, specifications, shop drawings, statement of special inspection, soils reports, energy compliance worksheets and other information necessary to convey the intent and scope of the work for which the applicant is seeking or is required to seek a permit in accordance with the Town of Pittsford’s Municipal Town Code, the New York State Uniform Fire Prevention and Building Code and applicable reference standards.

- Minor Commercial Remodeling 10 full business days
- Major Commercial Remodeling 15 – 30 full business days
- New Construction Commercial 15 – 30 full business days
Section 5  Term

A. The term of this Agreement shall be from January 1, 2020 to December 31, 2020.

B. Termination by Either Party. Either TYLI or the Town may terminate this Agreement, with or without cause, upon ninety (90) days written notice to the other party, however, the parties agree that the Agreement shall not be terminated between the dates of May 1 and October 31. Upon any termination of this Agreement, or upon expiration of the term, TYLI shall promptly turn over to the Town all materials, files, computer discs, work papers, reports, or other work product relating to this Agreement or the services hereunder, in whatever form the same is maintained. Final payment to TYLI, or reimbursement to the Town, shall be prorated to the date of termination.

Section 6  Compliance with Laws

In connection with the services to be performed under this Agreement, TYLI and the Town and each of their agents and employees shall comply with all federal, state and local laws, resolutions, ordinances, codes, rules and regulations applicable to the performance of the services to be rendered hereunder. This specifically includes the provision of Part 1203 ("Minimum Standards for Administration and Enforcement") of Title 19 of the New York State Uniform Fire Prevention and Building Code.

Section 7  Liability and Indemnification

A. The Town hereby covenants and agrees to indemnify, defend and hold harmless TY. Lin International and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, (including any claimed damage to real or personal property) whether contingent or otherwise, including reasonable attorney's fees and costs of defense, incurred by TYLI as a result of the negligence, omission, breach, fault or intentional misconduct of the Town in the conduct of work under this Agreement.

B. TYLI hereby covenants and agrees to indemnify, defend and hold harmless the Town and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, (including any claimed damage to real or personal property) whether contingent or otherwise, including reasonable attorney's fees and costs of defense, incurred by the Town as a result of the negligence, omission, breach, fault or intentional misconduct of TYLI in the conduct of work under this Agreement.

C. If a claim or action is made or brought against either party, for which the other party may be responsible hereunder, in whole or in part, then that party shall be timely notified and required to handle or pay for the handling of the portion of the claim for which the party is responsible pursuant under this Agreement.
Section 8  Independent Contractor: Neither Party Deemed Agent

TYLI shall perform the services under this Agreement as an independent contractor. Neither TYLI nor any of its officers, agents or employees shall present themselves as officers or employees of the Town. Neither TYLI nor the Town shall be deemed to be the agent of the other, except as specifically set forth herein.

Section 9  Prohibition against Assignment or Transfer

TYLI is prohibited from assigning, transferring, conveying or otherwise disposing of this Agreement, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of the Town.

Section 10  Contract Deemed Executory, Covenant by Town

This agreement shall be deemed executory only to the extent of monies appropriated for its purpose. The Town represents and covenants that all monies to be paid to TYLI during the term of this Agreement have been duly authorized and will be made available for that purpose.

Section 11  Extent of Agreement

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral.

Section 12  Law

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

Section 13  No-Waiver

In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the either party from enforcing each and every term of this Agreement thereafter.

Section 14  Severability

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.
Section 15  Conflicts of Interest

In the event that either the Town or TYLI believes that the fulfillment of duties by TYLI under the terms of this Agreement may be construed as a conflict of interest by virtue of TYLI’s relationship with persons or firms having an interest in the approval of construction projects, then TYLI may recuse themselves from performance on a case by case basis. Where such conflict is identified by TYLI, TYLI shall issue a written disclosure to the Town. Where necessary, TYLI shall make recommendations for the person or firm TYLI believes has the resources and competence to provide the services necessary for the subject project. Such person or firm, if approved by the Town, will contract for those services directly with the Town.

Town of Pittsford

By:  ____________________________________________ Date

William A. Smith, Supervisor

T.Y. Lin International Engineering & Architecture, P.C.

By:  ____________________________________________ Date

Dennis Kennelly, P.E., Vice President
## T.Y. LIN INTERNATIONAL ENGINEERING AND ARCHITECTURE PC
### 2020 HOURLY BILLING RATES

<table>
<thead>
<tr>
<th>TITLE</th>
<th>HOURLY RATE</th>
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<td>Project Engineer</td>
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<td>Engineer</td>
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<td>M/E/P Engineer</td>
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<td>Sr. Architectural designer/Plans Examiner</td>
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<tr>
<td>Mileage</td>
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</table>
MEMORANDUM

To: Town Board
CC:
From: Greg Duane, Director of Finance
Date: January 7, 2020
Regarding: Financial Authorizations for 2020

It is necessary each year to adopt certain authorizations related to financial management of the Town. Therefore, the following Resolution is proposed:

RESOLVED, that the Town Board hereby authorizes and approves the following provisions for the year 2020:

1. **Petty Cash Funds** (in accordance with adopted policy)

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<th>Account</th>
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<td>Recreation</td>
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<td>Town Justice</td>
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<tr>
<td>Public Works</td>
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<td>Commissioner of Public Works</td>
</tr>
</tbody>
</table>

2. **Voucher Approval** - the following people are authorized to approve vouchers:

   Town Supervisor, Deputy Supervisor, Town Clerk, Director of Finance, Personnel Director, Assessor, Commissioner of Public Works, Library Director, Secretary to Commissioner of Public Works, Historian, Court Clerk, Recreation Director, Recreation Account Clerk, Deputy Commissioner of Public Works, Technology Manager, Recreation Supervisor – Senior Services, Communications Director, Animal Control Officer and Town Attorney

3. **Pay Period** - will be bi-weekly

4. **Mileage Reimbursement Rate** - will be $0.58 per mile for the year 2020.

5. **Health Insurance Reimbursement Rate** – will be a maximum of $4,000 per section 5.4 of the Personnel Rules

6. **Meeting Reimbursement** - Staff members attending Association meetings will be reimbursed up to $15.00 per meeting for lunch expenses
7. **Per Diem Rate** - the 2020 per diem rate for meal reimbursement at $40.00 per day for meals and incidental expenses, or the applicable Federal rate.

8. **Bank Depository** - The following banks are approved as depositories for Town funds in 2020:
   - J.P. Morgan Chase
   - M&T
   - Canandaigua National Bank
MEMORANDUM

To: Town Board  
CC:  
From: W.A. Smith  
Date: January 7, 2020  
Regarding: Operational Provisions for 2020

The following Resolutions are proposed, each to be moved and voted separately:

RESOLVED, that the Work Week for the year 2020 be and hereby is established as follows: 40 hours for the Highway Department, Sewer Department, Building Maintenance, Animal Control and Parks Laborers; 35 hours for all other Departments.

RESOLVED, that Regular Town Board meetings will be scheduled for the 1st and 3rd Tuesday of each month at 6:00 PM, subject to the meeting calendar adopted by the Town Board for 2020 on December 4, 2019 and subject to rescheduling from time to time.
MEMORANDUM

To: Pittsford Town Board
From: Paul Schenkel - Commissioner of Public Works
Date: January 2, 2020
Regarding: Extend Contract for Grounds Maintenance
For Meeting On: January 7, 2020

Ladies and Gentlemen:

The Town’s contract for Grounds Maintenance with Plant Concepts has expired on December 31, 2019. The Town, upon approval of the contractor, has the option to renew for up to three (3) additional one (1) year terms at the existing bid pricing.

We have received a request from Plant Concepts expressing their wishes to extend the original 2019 contract through 2020, as per the attached letter. We are satisfied with their performance and recommend that Town Board extend the contract one additional year.

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

Resolved, that Town Board extends our contract with Plant Concepts for Grounds Maintenance for one (1) additional year, to expire on December 31, 2020 and that that the Commissioner of Public Works is authorized to execute the contract.
December 30, 2019

Town of Pittsford
Attn: Jessica Neal
11 South Main Street
Pittsford, NY 14534

RE: 2020 Contracted Grounds Maintenance

Dear Jessica,

I am writing to express our intent in renewing the agreement between the Town of Pittsford and Plant Concepts for Contracted Grounds Maintenance. The current contract can be renewed for an additional year under the same terms and conditions extending through December 31, 2020. Please acknowledge extension of the contract below, returning to my attention.

Thank you for your attention to this matter and do not hesitate to contact me if you have any questions regarding this communication. We look forward to continuing our relationship.

Kind Regards,

Jamie Congdon
President

By signing below, Town of Pittsford agrees to a one-year extension of the current contract with Plant Concepts, Inc. for the provision of contracted grounds maintenance services and the same terms and conditions apply.

Authorized Representative of Town of Pittsford

Date
MEMORANDUM

To: Pittsford Town Board

From: Paul Schenkel - Commissioner of Public Works

Date: January 2, 2020

Regarding: Harladay Hots, Inc. Vending Permit

For Meeting On: January 7, 2020

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, 2020 through October 31, 2020.

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 31, 2020, seven days a week from 10:00 a.m. - 3:00 p.m., and that the Town Supervisor is authorized to issue the Permit.
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, 2020 to October 31, 2020. 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: ___________________________
APPLICATION FOR TEMPORARY VENDING PERMIT

Company Name: Harladay Hots, Inc.
Address: 12 Brimsdown Cir., Fairport, NY 14450
Contact Name: Charlie Clottin
Phone: ___________________ Cell: 585-766-7120
Vending Location & Address: N. Main St., Old Tillis Lot

Date(s) of Operation: May 1, 2020 – October 31, 2020
Hours of Operation: 10:00 am – 3:00 pm Monday thru Sunday

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

_________ V____ Attached ___________ Will be provided
**New York State**

**Workers' Compensation Board**

**CERTIFICATE OF**

**NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

| 1a. Legal Name and address of Insured (use street address only) | 1b. Business Telephone Number of Insured  
1c. NYS Unemployment Insurance Employer Registration Number of Insured |
|---|---|
| HARLADAY, INC  
12 Brimsmdown Circle  
Fairport NY 14450 | |

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)

| 2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) | 3a. Name of Insurance Carrier  
Hartford Underwriters Insurance Company  
30104 |
|---|---|
| NYS Department of Health  
624 PRE EMPTION RD  
GENEVA NY 14456-1334 | NYS 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: Danielle Clausen  
(print name of authorized representative or licensed agent of insurance carrier)

Approved by:  
(Signature)  
09/05/2019  
(Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (877) 287-1312

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**

**PRODUCER**
Walsh Duffield Companies, Inc.
155 Culver Road, Suite 200
Rochester, NY 14620

**INSURED**
Harladay Inc.
PO Box 413
Pittsford, NY 14534

**CONTACT**
Sonya M. Boatman, CISR
PHONE (585) 267-8735
FAX (585) 267-8735
EMAIL sbboatman@walshins.com

**INSM#** 13919

**COVERAGES**

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<tr>
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<th>POLICY EXP</th>
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**X OCCUR**

**GENERAL LIMITS**

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<th>MED EXP (Per person)</th>
<th>PERSONAL &amp; ADV INJURY</th>
<th>GENERAL AGGREGATE</th>
<th>LOSS OF BUSINESS</th>
<th>PRODUCT COM/OP ASSG</th>
<th>2,000,000</th>
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**B AUTOMOBILE LIABILITY**

| ANY AUTO | OWNED AUTOS ONLY | X SCHEDULED AUTO ONLY | HIRED AUTOS ONLY | X NONOWNED AUTOS ONLY | 01921379-6 | 11/9/2018 | 11/9/2019 | 1,000,000 |

**LEGEND**

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**DEP - RETENTION**

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<th>EACH OCCURRENCE</th>
<th>AGGREGATE</th>
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**CANCELLATION**

**CERTIFICATE HOLDER**

Town of Pittsford
Building Department
11 South Main Street
Pittsford, NY 14534

**AUTHORIZED REPRESENTATIVE**

Edward F. Walsh, Jr.

**ACORD 25 (2016/03)**

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PERMIT

MONROE COUNTY DEPARTMENT OF PUBLIC HEALTH
111 Westfall Road
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 AS:

HARLADAY HOTS
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: 1/1/2020
12/31/2020
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.

NEW YORK STATE HAS SMOKING REGULATIONS THAT WENT INTO EFFECT ON JULY 24, 2003. RESTAURANTS AND BARS ARE NOW REQUIRED TO PROHIBIT SMOKING IN ALL AREAS INSIDE THE FACILITY. DESIGNATED OUTDOOR DINING AREAS WITH AN OVERHEAD COVERING (EXCLUDING TABLE UMBRELLAS) MUST ALSO BE SMOKE FREE. IN UNCOVERED OUTDOOR DINING AREAS, SMOKING MAY BE ALLOWED IN NO MORE THAN 25% OF THE SEATING WITH A 3 FOOT BUFFER BETWEEN SMOKING AND NON-SMOKING AREAS. SMOKING IS ALLOWED IN OUTDOOR AREAS OF BARS AND RESTAURANTS THAT ARE NOT DESIGNATED FOR DINING.

Please note: The Food Worker Training requirements are as follows:
All establishments classified as "High Risk" (H) or "Medium Risk" (M) 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.
If you have any questions please contact our office at 753-5064.

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

To: Town Board
CC:
From: Cheryl Fleming, Director of HR
Date: January 6, 2020
Regarding: Conference Attendance Authorizations for 2020

The Town provides for and encourages continuing professional education for members of its staff. Based on advice and requests of the various department heads, the following Resolution is proposed. These proposed authorizations are substantially similar to the approvals made for this purpose last year and in recent years.

RESOLVED, that the following personnel be and hereby are authorized to attend regular meetings of their professional organizations, as stated below, during 2020:

Linda Dillon, Town Clerk & Receiver of Taxes
    Monroe County Town Clerks, Tax Receivers & Collectors Association
    New York State Town Clerks Association
    New York State Association of Tax Receivers & Collectors

Rose Ann Crispino
    New York State Tax Receivers and Collectors Association
    Monroe County Town Clerks, Tax Receivers & Collectors Association

Paul Schenkel
    American Public Works Association – State and Local Branch
    Monroe County Highway Superintendents Association
    GIS/SIG Regional Committee
    Monroe County Stormwater Coalition

James Gagnier
    Monroe County Highway Superintendents Association
    PERMA – Safety Council for Western Region

Melissa Multer
    Monroe County Stormwater Coalition

LJ Sutherland
    Finger Lakes Building Officials Association (FLBOA)

Michelle Debyah
    GIS/SIG Regional Committee
    NYS GIS Association
Rob Fromberger, Town Engineer
   National Society of Professional Engineers – Monroe Chapter
   American Society of Civil Engineers
   American Public Works Association

Scott Wallman
   Monroe County Highway Superintendents Association

Mark Lenzi, Building Inspector
   Finger Lakes Building Officials Assoc. (FLBOA) or
   Niagara Frontier Building Officials
   Monroe County Fire Marshal Association

Allen Reitz, Building Inspector
   Finger Lakes Building Officials Association (FLBOA)

Kelly Cline, Fire Marshal
   Monroe County Fire Marshal Association
   Finger Lakes Building Officials Association (FLBOA)

Town Supervisor and Town Attorney
   New York State Association of Towns

Stephen Robson, Assessor
   Monroe County Assessors’ Association
   NYS Department of Tax & Finance – Office of Real Property Services
   NYS Assessors Association

Greg Duane, Finance Officer
   Monroe County Town Finance Officers Association
   Government Finance Officers Association – State and Local
   FLMHIT Meetings

Cheryl Fleming, Personnel Director
   Monroe County Town Finance Officers Association
   FLMHIT Meetings
   Monroe County HR Meetings

Shelley O’Brien, Communication Coordinator
   Ad Council of Rochester
   Public Relations Society of America
   Association for Women in Communications

Jessie Hollenbeck
   Genesee Valley Parks and Recreation Society

Alison Burchett
   Genesee Valley Parks and Recreation Society
MEMORANDUM

To: Town Board
CC:
From: Linda M. Dillon, Town Clerk
Date: January 2, 2020
Regarding: Designation of Delegate/Alternate Delegate for Association of Towns Annual Business Meeting in 2020

The Association of Towns of the State of New York requires that the Town designate a delegate and an alternate delegate to vote at their Annual Business Meeting on February 19, 2020. Therefore, the following Resolution is proposed:

RESOLVED, that Supervisor Smith be designated as the delegate to represent and vote on behalf of the Town of Pittsford at the Annual Business Meeting of the Association of Towns on February 19, 2020 and that Town Board Member Stephanie Townsend be designated as the alternate delegate for the Town of Pittsford.
MEMORANDUM

To: Pittsford Town Board
From: Cheryl Fleming, Personnel Director
Date: January 2, 2020
Regarding: Recommendations for Hiring/Personnel Adjustments
For Meeting On: January 7, 2020

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Dept</th>
<th>Position</th>
<th>Rate</th>
<th>Date of Hire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vicki Profitt</td>
<td>Historian</td>
<td>Archivist – Perm PT</td>
<td>$15,000/Yr</td>
<td>01/01/2020</td>
</tr>
<tr>
<td>John Ward</td>
<td>DPW</td>
<td>Town Courier – Perm PT</td>
<td>$13.50</td>
<td>01/03/2020</td>
</tr>
<tr>
<td>Mansa Brown-Tonge</td>
<td>Rec</td>
<td>Asst II Aqtcis Instrct Asst – PT</td>
<td>$12.00</td>
<td>01/04/2020</td>
</tr>
<tr>
<td>Marie Head</td>
<td>Rec</td>
<td>Asst III Birthday Party Atndnt – PT</td>
<td>$12.71</td>
<td>01/11/2020</td>
</tr>
<tr>
<td>Isaac Pollock</td>
<td>Rec</td>
<td>Asst III Lifeguard (Aquatics) – PT</td>
<td>$14.00</td>
<td>01/11/2020</td>
</tr>
<tr>
<td>Isaac Pollock</td>
<td>Rec</td>
<td>Asst III Comm Cntr Supv – PT</td>
<td>$13.50</td>
<td>01/11/2020</td>
</tr>
</tbody>
</table>

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

In the event the Town Board determines that the proposed action should be taken, I move that the subject employees be approved for the date of hire as indicated.
Ladies and Gentlemen:

The Parks Department would like to send Jessica Neal, Brandon Meier, John Young, and Corey Bresnan, to the upcoming 2020 Turf & Grounds Exposition. This conference allows our employees to gain current information on grounds maintenance, pesticide application, and DEC regulations. Attendees are also awarded DEC recertification credits. The Conference will be held February 12-13, 2020 at the Turning Stone Casino. The cost of the two-day conference is $175 per person and includes educational sessions and trade show. Hotel rooms are $106 each for one overnight stay. Funds are budgeted for this conference.
The Central Regional Conference is located on the first floor of the Turning Stone Resort Casino. After the education sessions, stay for the Attendee Reception for some complimentary beer, wine, soda and down home cooking. Cash drawing every 15 minutes throughout the reception. All reception attendees are eligible. Must be present to win.

Join us from 5:15 - 6:15

**Reception at the Tin Rooster**

The Tin Rooster is a country-western bar & grill located on the first floor of the Turning Stone Resort Casino. After the education sessions, stay for the Attendee Reception for some complimentary beer, wine, soda and down home cooking. Cash drawing every 15 minutes throughout the reception. All reception attendees are eligible. Must be present to win.

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CENTRAL REGIONAL CONFERENCE • WEDNESDAY, FEBRUARY 12, 2020

CENTRAL REGIONAL CONFERENCE • THURSDAY, FEBRUARY 13, 2020

10:30 am - 12:00 noon

TECHNICIAN TRACK

Friday, February 13, 2020

9:45 am - 10:30 am Trade Show and Break

EARLY BIRD

UTCCE Regulatory Update – Citruspox, Phytophthora, and Buried Pestides

Thursday, February 13, 2020

10:30 am - 12:00 noon

SPOKESPERSON OPPORTUNITIES

Company logos on all email announcements

Vocational recognition on site

Company logos on sign displayed at registration

Complimentary registration for three company representatives and booth ($425 value)

Three mentions presentation of new services or products on site

Complimentary Group Membership UPGRADE to three people (for 2020/2021)

$1,000 Sponsorship

Company logos on all email announcements

Vocational recognition on site

Company logos on sign displayed at registration

Complimentary registration for two company representatives and booth ($315 value)

Complimentary Group Membership UPGRADE to two people (for 2020/2021)

$1,500 Premier Sponsorship

Company logos on all email announcements

Vocational recognition on site

Company logos on sign displayed at registration

Complimentary registration for one company representative and booth ($200 value)

Complimentary Group Membership UPGRADE to one person (for 2020/2021)

$2,500 Platinum Sponsorship

Company logos on all email announcements

Vocational recognition on site

Company logos on sign displayed at registration

Complimentary registration for one company representative and booth ($300 value)

Complimentary Group Membership UPGRADE to one person (for 2020/2021)

$5,000 Gold Sponsorship

Company logos on all email announcements

Vocational recognition on site

Company logos on sign displayed at registration

Complimentary registration for one company representative and booth ($500 value)

Complimentary Group Membership UPGRADE to one person (for 2020/2021)

$10,000 Diamond Sponsorship

Company logos on all email announcements

Vocational recognition on site

Company logos on sign displayed at registration

Complimentary registration for one company representative and booth ($1,000 value)

Complimentary Group Membership UPGRADE to one person (for 2020/2021)

Central Regional Sponsorship Form

Yes, I am interested in participating in the 2020 Central Regional Conference. Multiple sponsorships are available for all sponsorship levels. I would like to sponsor the following:

Premier Sponsorship – $1,500

Conference Sponsorship – $1,000

Conference Sponsorship – $750

AM Break Sponsorship – $500

Name: ____________________________
Address: _________________________
Phone: __________________________
Email: __________________________

Return this sponsorship form to Jill Cyr at: New York State Turfgrass Association, PO Box 290, Chappaqua, NY 10514. Email: jill@nysta.mobi.

< 3.25 - 3:45 Registration and Exhibitor Set-up

4:30 - 7:30 GENERAL BIRD

UTCCE Regulatory Update – Citruspox, Phytophthora, and Buried Pestides

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10:30 am - 12:00 noon

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Complimentary registration for three company representatives and booth ($425 value)

Three mentions presentation of new services or products on site

Complimentary Group Membership UPGRADE to three people (for 2020/2021)

$1,000 Sponsorship

Company logos on all email announcements

Vocational recognition on site

Company logos on sign displayed at registration

Complimentary registration for two company representatives and booth ($315 value)

Complimentary Group Membership UPGRADE to two people (for 2020/2021)

$1,500 Premier Sponsorship

Company logos on all email announcements

Vocational recognition on site

Company logos on sign displayed at registration

Complimentary registration for one company representative and booth ($200 value)

Complimentary Group Membership UPGRADE to one person (for 2020/2021)

$2,500 Platinum Sponsorship

Company logos on all email announcements

Vocational recognition on site

Company logos on sign displayed at registration

Complimentary registration for one company representative and booth ($300 value)

Complimentary Group Membership UPGRADE to one person (for 2020/2021)

$5,000 Gold Sponsorship

Company logos on all email announcements

Vocational recognition on site

Company logos on sign displayed at registration

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