Call to Order

Pledge of Allegiance

Public Hearing: Sewer District Extension JH-160

Presentation by Director of IT Joy Brown

Minutes
Approval of Minutes of Meeting of March 15, 2022

Legal Matters
Public Comment
Kilbourn Place – Termination of Sewer Easement Agreement with Toshiba American Business Solutions for Docuware Cloud Service

Financial Matters
Public Comment
Budget Transfers
Vouchers
Surplus
Acknowledging Auditor’s Financial Review of Justice Court Records for 2021

Operational Matters
Public Comment
Renewal of RG&E Auburn Trail License
Set Bid Date for Installation and Repair of Concrete Sidewalks

Recreation Matters
Public Comment
2022 Summer Programs
2022 Event Infrastructure Contracts
Board Discussion: ARPA Funding for Regulation-Sized Pickleball Courts

Personnel Matters
Public Comment
Hiring Resolution

Other Business
Public Comment
Adjournment
PUBLIC MEETINGS OF THE TOWN BOARD are IN-PERSON at TOWN HALL

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

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

Viewing from Home
1. Live

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

https://videoplayer.telvue.com/player/FcqTL0OYMCGU6WlccUApvUL3twz4dm9V/stream/819?fullscreen=false&showtabsssearch=true&autostart=true

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

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

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

and, in addition,

• at any time during the meeting by email to comments@townofpittsfords.org

• All comments submitted should include the name and street address of the commenter. Comments from residents will be read by the Town Clerk at the appropriate point of the meeting.

2. On-Demand Video

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

https://videoplayer.telvue.com/player/FcqTL0OYMCGU6WlccUApvUL3twz4dm9V/stream/690?fullscreen=false&showtabsssearch=true&autostart=true
MEMORANDUM

To: Town Board Members
From: Paul Schenkel - Commissioner of Public Works
Date: March 10, 2022
Regarding: Sewer District Extension JH-160
For Meeting On: April 5, 2022

Ladies and Gentlemen:

The Town Board has previously received a Petition for the establishment of an Extension to the Pittsford Sewer District, to be known as “JH-160”. A Public Hearing on the Petition has been scheduled for the evening of April 5, 2022.

Attached is the proposed “Resolution and Order” approving the establishment of this Extension to the Sewer District.

Recommendation is hereby made that the Town Board approve the proposed Extension. In the event that the Board determines that action should take place on the proposed Sewer District Extension, I suggest the following Resolution motion:

I move that Extension JH-160 to the Pittsford Sewer District, on lands located on 510 Thornell Road owned by Kenneth and Paula Jamison, be approved, as set forth in the proposed written Resolution and Order.
At a regular Meeting of the Town Board of the Town of Pittsford, New York held at the Town Hall, 11 South Main Street, in the Town of Pittsford, New York, on the 5th day of April, 2022.

PRESENT: William A. Smith, Jr., Supervisor  
Katherine Bohne Munzinger, Deputy Supervisor  
Cathleen A. Koshykar, Councilwoman  
Kim Taylor, Councilwoman  
Stephanie M. Townsend, Councilwoman  

ABSENT: None

TOWN BOARD
TOWN OF PITTSFORD

STATE OF NEW YORK
COUNTY OF MONROE

In the Matter of Extension JH-160 to the PITTSFORD SEWER DISTRICT, to include 510 Thornell Road (Kenneth and Paula Jamison), T.A. 178.03-2-20  

RESOLUTION AND ORDER EXTENDING DISTRICT

WHEREAS, a Petition having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests an Extension to the Pittsford Sewer District, to be known as "JH-160"; and

WHEREAS, the aforesaid Petition was signed by the sole joint owners of the property within the proposed Extension to the District; and

WHEREAS, an Order was duly adopted by the Town Board on the 15th day of March, 2022, for the hearing of all persons interested in the matter to be held on the 5th day of April, 2022, at 6:00 o'clock P.M., Local Time, at the Pittsford Town Hall, 11 South Main Street, Town of Pittsford, New York; and

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

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

WHEREAS, the within action is a Type II action, pursuant to the SEQRA regulations published at 6 NYCRR § 617.5(c)(13), requiring no further environmental review by the Town Board; and
WHEREAS, the permission of the Comptroller of the State of New York is not required for the Extension to the District;

NOW, ON MOTION duly made and seconded, it is unanimously

RESOLVED AND ORDERED, that

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

RESOLVED AND ORDERED, that Extension “JH-160” to the Pittsford Sewer District, be and the same hereby is created, and that the boundaries of the Extension, as hereby created, are as set forth in “Schedule A” annexed hereto, and as further set forth on the map annexed hereto as “Schedule B”; and it is further

RESOLVED AND ORDERED, that all improvements to the sewer system required for the Extension will be constructed or caused to be constructed by the Petitioner, at the expense of the Petitioner; and it is further

RESOLVED AND ORDERED, that the Town Clerk is hereby directed to record in the Monroe County Clerk’s Office and file with the New York state Office of Audit and Control certified copies of the within Resolution, as required by law.

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

William A. Smith, Jr. VOTING
Katherine Bohn Munzinger VOTING
Cathleen A. Koshkykar VOTING
Kim Taylor VOTING
Stephanie Townsend VOTING

The Resolution was thereupon declared duly adopted.

Dated: April 5, 2022

TOWN CLERK CERTIFICATION

I, Renee M. McQuillen, Town Clerk 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 April, 2022.

_________________________________
Renee M. McQuillen, Town Clerk
In the Matter of Extension JH 160,
to the PITTSFORD SEWER DISTRICT
510 Thornell Road 0.59 acres T.A. # 178.03-2-20

PETITION

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

The undersigned Petitioner herein, as and for its Petition to establish an Extension to the
Pittsford Sewer District, respectfully submits to the Town Board of the Town of Pittsford the
following:

1. Petitioner is the sole owner of taxable real property located wholly within the Town
   of Pittsford, County of Monroe, and State of New York and outside of any
   incorporated Village or City.

2. The proposed Extension is to be known as “Extension JH-160, 510 Thornell
   Road 0.59 acres T.A. # 178.03-2-20” to the Pittsford Sewer District. The
   boundaries of the proposed Extension are set forth in the legal description
   attached hereto and made a part hereof as “Schedule A”. Such lands are also
   set forth on the map which is attached hereto as “Schedule B”.

3. The Petitioner is the sole owner of all of the taxable real property situated in the
   proposed Extension to the Sewer District, according to the latest completed
   assessment roll.

4. No public monies are to be expended for the creation of the proposed Extension
   nor is the Board of Commissioners of the Pittsford Sewer District being requested
   to construct or pay for any of the sewers and/or appurtenances to be installed as a
   result of the proposed Extension.

5. The Petitioner will construct or cause to be constructed the sewer system for the
   proposed Extension and other facilities that may be required at its own expense in
   compliance with all requirements of the Pittsford Sewer District.

6. The Petitioner is aware of and will be responsible for the payment of the Entrance,
   Connection and other fees set forth on the attached “Schedule C”.

WHEREFORE, the Petitioner herein respectfully requests that the Town Board of the
Town of Pittsford take such action as is required to create “Extension JH-160, 510 Thornell Road
0.59 acres T.A. # 178.03-2-20” to the Pittsford Sewer District, in accordance with the within Petition.

Dated: March __/____, 2022
STATE OF NEW YORK
COUNTY OF MONROE) SS:

On the 4th day of March, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth A. Jamison, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

By:

Kenneth A. Jamison

Notary Public

STATE OF NEW YORK
COUNTY OF MONROE) SS:

On the 4th day of March, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Paula R. Jamison, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

By:

Paula R. Jamison

Notary Public
SCHEDULE “A”

THAT TRACT OR PARCEL OF LAND, situate in the Town Lot No. 8, in the Town of Pittsford, Monroe County, New York, more particularly described as follows: Lot G, as the same is shown on a map of Thorn Hill Community, Section 1, which said map was filed in the Monroe County Clerk’s Office on April 13, 1951 in liber 149 of Maps, at page 91. Said Lot G fronts on the south side of Thornell Road and is 130 feet wide and 200.20 feet deep all as shown on said map.
**SCHEDULE “C”**

T. A. # 178.03-2-20

Sewer District Extension JH-160
to Pittsford Consolidated Sewer Districts
1st Year
Anticipated Sewer Entrance and Connection Fees

<table>
<thead>
<tr>
<th><strong>Town Sewer Entrance Fee</strong></th>
<th><strong>Amount</strong></th>
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</thead>
<tbody>
<tr>
<td>Capital Charge for Existing Facilities</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>#11 - Mill Road Trunk –JH-3</td>
<td>$ 350.00</td>
</tr>
<tr>
<td>#25 - Malvern Hills 15&quot;Dia. Trunk</td>
<td>$ 55.00</td>
</tr>
<tr>
<td><strong>Total Pittsford Sewer Entrance Fees Due per Unit</strong></td>
<td><strong>$ 505.00</strong></td>
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<table>
<thead>
<tr>
<th><strong>Town Sewer Connection Fees (2022 rate)</strong></th>
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<tbody>
<tr>
<td>Connection Permit</td>
<td>$ 40.00</td>
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<tr>
<td>First Year Sewer Rent (2022 rate)</td>
<td>$ 108.61</td>
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<tr>
<td>Capital</td>
<td>$ 10.00</td>
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<tr>
<td><strong>Total Town Sewer Connection Fees Due per Unit</strong></td>
<td><strong>$ 158.61</strong></td>
</tr>
</tbody>
</table>

Monroe County Pure Waters Charges

<table>
<thead>
<tr>
<th><strong>Connection Fee ($250 per unit)</strong></th>
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</thead>
<tbody>
<tr>
<td>Connection Fee ($250 per unit)</td>
<td><strong>$ 250.00</strong></td>
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</table>
MEMORANDUM

To: Town Board
From: Joy E. Brown, Technology Director
Date: March 30, 2022
Regarding: Technology Dept. Proposed Projects
For Meeting On: April 5, 2022

Technology Dept. Total Request: $147,200

1. Technology Consulting: $50,000

The types of assessments/audits listed below, will help us comply with the NY SHIELD Act requirements as well as other NYS regulations. They will also aid in reducing the cost of the Town’s cybersecurity insurance.

- IT Risk Assessment

An IT Risk Assessment is the process of identifying security risks and assessing the threat they pose. The ultimate purpose of an IT Risk Assessment is to mitigate risks to prevent security incidents and compliance failures. Using the information from the risk assessment process, you can determine which threats are the most important to mitigate.

Risk assessments involve looking outside of an organization to determine what threats exist that could potentially lead to problems.

- Security Vulnerability Assessment

A Security Vulnerability Assessment provides an overview of an organization’s cybersecurity landscape, providing an opportunity to identify where security policies, practices, and procedures meet best practices as well as identify gaps and vulnerabilities. Vulnerability assessments focus on identifying existing weaknesses in assets that malicious actors can exploit. Performing a vulnerability assessment allows an organization to identify vulnerabilities and security gaps and then take measures to eliminate them.

Vulnerability assessments involve looking inside the organization for structural flaws and weaknesses.

** To put it simply, the IT Risk Assessment evaluates which armies might approach the castle gates while the Security Vulnerability Assessment checks the locks on the doors. **
• IT Security Audit

An IT Security Audit’s purpose is for a third-party certified auditor to examine and evaluate our information technology infrastructure, applications, data use and management, policies, procedures, and operational processes so as to verify whether we are operating according to legal standards and guidelines. The audit will measure our current status and benchmark it against a specific industry standard. All control gaps must be identified and remediated.

• PCI Compliance Audit

PCI compliance is required by credit card companies to make online transactions secure and protect them against identity theft. Anyone that wants to process, store or transmit credit card data is required to be PCI compliant. This audit will help us achieve and maintain PCI compliance to safeguard cardholder information and prevent losses.

In addition, some credit card processors charge fees to companies who are non-compliant. In order to avoid such fees, this audit would provide a report of any policies and processes we might need to implement to ensure we continue to meet all applicable PCI DSS (Payment Card Industry Data Security Standard) requirements for compliance.

• Technology Policy Consulting

A third party consultant would review the Town’s current I.T. policies and procedures and assist in creating any additional as required by applicable legal standards and guidelines.

2. SIEM System: \$18,000

A SIEM (Security Information and Event Management) system is a security solution that helps organizations recognize potential security threats and vulnerabilities before they have a chance to disrupt business operations. It provides real-time analysis of security alerts by applications and network hardware. SIEM analyzes user behavior abnormalities and uses artificial intelligence to automate many of the manual processes associated with threat detection and incident response. SIEM has become a staple in security and compliance management.

The last time the Town had a Vulnerability Assessment, a SIEM system was included as a recommendation, but was cost-prohibitive at the time. With ransomware infections skyrocketing, this is the right time to put in place a system that, in comparison to traditional tools, would allow us a much better chance at detection. SIEM provides a network overview and automated analysis of security events. Defense such as this is what can help to keep our network healthy by identifying ransomware infection by its key symptoms before it causes major data loss and downtime.
3. Docuware Cloud migration/upgrade  

$3,200

Note: I have included with this proposal a resolution and the contracts necessary, which I have reviewed with the Town Attorney, to move forward with the Docuware Cloud product.

One thing that became increasingly clear during the pandemic, was the advantage to cloud computing. Those who were using cloud services were able to transition their employees to work from home more easily than those who did not use cloud computing. In addition, large cloud providers have more security controls in place than most small entities can afford. Cloud solutions offer anytime, anywhere, any device access to applications and data.

DocuWare is document management and workflow automation software that the Town (mostly DPW, Planning/Zoning, Sewer, Highway and Parks) has utilized for over 10 years. By my best estimate, it houses over 250,000 files at this point. The types of files that are stored in the system include: maps, plans, easements, sewer inspections, sewer trouble call reports, sewer maps, subdivision maps, DPW property files, etc. Organizations worldwide use DocuWare to capture, route and securely archive their most important business information.

We currently house DocuWare on our internal servers which makes it difficult to access outside of the office. It would be very advantageous for our DocuWare data to be available to staff when they are working in the field with a multi-client cloud solution. In addition, Docuware Cloud would enable us to use all of the Docuware features. In our current on-premise version, there are many features that are only available with the purchase of additional licenses. Beyond the enhanced accessibility and features, the security, compliance, archival and backup features we would gain from this migration, would be highly beneficial.

4. KVS to Cirrus Cloud migration/upgrade  

$31,000

Springbrook’s KVS Enterprise is the Town’s financial software for accounts payable, budget, fixed assets, general ledger, etc. The Town started using KVS around 1995 and we upgraded to the version we are on now around 2008. An upgrade to a modern version of this software is, to say the least, long overdue.

I recommend upgrading and migrating KVS Enterprise on-premise to Springbrook’s cloud offering, Cirrus. Just like the Docuware migration, this move to the cloud would offer us improved data security, a more robust backup solution and access flexibility. This new version also features Tableau, the industry’s most powerful reporting tool.

One of the most important operational benefits of Springbrook Cloud Services is the business continuity capabilities it provides their customers. Regardless of the state of the customer’s infrastructure, their users will be able to access the Springbrook Cloud Service and their corresponding data during times of crisis that may impact the availability of their offices.

The on-premise version we have now requires server hardware, manual updates (which result in downtime) and IT staff time for software and server maintenance as well as backup and security planning. With the cloud offering, this all goes away, plus gives us the benefit of two-
factor authentication and tightened security. Cirrus is the upgrade path from KVS Enterprise that will bring us up to a modern platform and user interface.

A demonstration of the Cirrus software was provided to our Finance Director, Brian Luke, and I and we are were able to review the interface and reporting tools. I believe that the new interface and features of the program as well as the improved reporting functionality would be a welcome relief to our KVS users. A migration from KVS Enterprise to Cirrus would be the most logical route to follow as this solution was designed exclusively for local government agencies in mind. Springbrook has already migrated several agencies from KVS Enterprise to Cirrus Cloud, and several more within New York and other states have already started their migrations. Springbrook is at about 30 total migrations so far and they are actively working to migrate the rest since Cirrus is their future standard platform.

5. **Backup Server**  
$10,000

Backups maintain a redundant copy of the Town’s data in the event of a system failure or natural disaster as well as retain data to compliance requirements. In addition, one of the only ways to recover from a ransomware attack, is to have an up-to-date backup. Currently, we utilize a system that is robust and fast with a high level of data reliability. However, our present method can be time consuming and requires a manual process to maintain the server backup rotations. It is, as a result, susceptible to human error.

To supplement, or possibly replace, our current backup process, I am recommending the purchase of a backup server with replication to the cloud. This would offer fast backup and restoration as well as redundancy. Backups can be configured to run every 10-15 minutes, giving us near-continuous protection of important servers. This backup solution runs on a secure operating platform, which makes it less susceptible to ransomware attacks and does not present as a network share, which makes it harder for attackers to access. This solution would protect our data with encryption and control access to our data with multifactor authentication.

6. **Apple products for the Library**  
$10,000

I am including a project brought to me by Angel Martinez, our new Network Administrator. He brings to us a Mac background and would be able to take on a project such as this. Below is my summary of his proposal:

As we know, the Library offers many services that support the community’s educational needs. To enhance this, I would propose to add additional Apple products, specifically Mac computers and their exclusive apps. Local educational institutions like the Rochester Institute of Technology and the University of Rochester have numerous Macs in their labs. Providing Macs in our Library will give students exposure should they go on to one of these institutions or if they just want to learn more about working with an Apple computer. Also, the Rochester Public Library has current plans to make available two Apple computers (including Adobe Creative Cloud) in their facility.
Besides Adobe Creative Cloud, there are applications built-in and exclusive to Apple computers, such as iMovie and GarageBand, that could help young audiences explore their creativity. Furthermore, Final Cut Pro is a professional application entirely for Macs used by video tubers and the film industry plus Logic Pro is used for advanced music production. Beyond creative applications, Apple has free applications for computer science, Xcode and Swift, which could be helpful for a teenager or adult exploring or learning how to code.

Offering Macs at the library can be an opportunity to bring patrons who want to explore their creative side, learn to code, or use a Mac because their own is unavailable or as part of their preparation to go to college. Furthermore, bringing Macs to the library can open new ways to enrich the community’s relationship with their library.

The proposal would include 2 iMacs & 2 MacBooks with:

- Final Cut Pro and Logic Pro
- Adobe Creative Cloud
- Adobe Acrobat Pro
- MS Office for Mac

7. Interactive Display-Town Hall meeting room $10,000

Currently in the Town Hall basement meeting room, presenters use wireless casting to a portable projector which displays on an outdated pull down projection screen.

To incorporate a modern feature to the room, I propose that we purchase and install an interactive display on a movable cart (for flexibility). This display would include a Windows module and also a videoconferencing kit. Town Board, Planning Board, Zoning Board and the Design Review & Historic Preservation Board all utilize this meeting room and would benefit from this long overdue upgrade for their public meetings.

An interactive display enables users to make visual presentations and control on-screen data through digital touchscreen interactions. It is large display unit that is driven by a computer as well as an Android operating system. They are digital devices that allow users to access their computer files and interact with them as well as create new content.

- Interactive displays can be used to present documents, maps, information, and videos during meetings in a business environment.
- There is no need to purchase a separate projector and the display will produce an image that is much cleaner and crisper than a projector.
- This interactive display will come with a built-in PC, offering an ‘all-in-one’ system that is easy to use, user-friendly, and needs no additional hardware.
- Interactive displays can be used with wireless connectivity and are also compatible with wireless casting from Apple and Android products.
8. Technology Training $15,000

Note: These funds would be utilized for staff training needs that arise from 2022 through the end of 2024.

As software maintenance, subscriptions and other costs have risen, I have had to place more budgeting emphasis on software maintenance and budget lines other than education that have increased, in order to keep within budget.

With four staff currently employed in the I.T. Department, it becomes necessary for them to attend training periodically as new technology is introduced to our environment. Furthermore, as the Town acquires new systems, training becomes necessary for various Town staff that are using those systems.

These funds would be used for I.T. technical training as well as general staff training. We recently upgraded to Office 365 and it would be beneficial if staff had access to training for the components of that system, especially SharePoint, OneDrive and Teams. For I.T. staff, Office 365 Administration, Windows Server training and Windows 11 training would be beneficial. This training could be online, in a classroom or in a lecture setting, whatever is appropriate and cost-effective.

In addition, the NY SHIELD Act sets out a series of administrative safeguards, one of which is security awareness training for staff. We have already implemented an online system called KnowBe4 for general phishing and security awareness training. We should supplement that with in-person or other online security awareness training in order to keep our residents’ private information safe and secure.
## Proposed Projects

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Technology Consulting-audits/assessments</td>
<td>$50,000</td>
</tr>
<tr>
<td>Security Information &amp; Event Mgt System (SIEM)</td>
<td>$18,000</td>
</tr>
<tr>
<td>Docuware Cloud migration/upgrade</td>
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<td>Interactive Display-Town Hall meeting room</td>
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<tr>
<td>Technology Training for IT &amp; general staff</td>
<td>$15,000</td>
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**Total** $147,200
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**Technology Policy Consulting**

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The last time the Town had a Vulnerability Assessment, a SIEM system was included as a recommendation, but was cost-prohibitive at the time. With ransomware infections skyrocketing, this is the right time to put in place a system that, in comparison to traditional tools, would allow us a much better chance at detection. SIEM provides a network overview and automated analysis of security events. Defense such as this is what can help to keep our network healthy by identifying ransomware infection by its key symptoms before it causes major data loss and downtime.
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One thing that became increasingly clear during the pandemic, was the advantage to cloud computing. Those who were using cloud services were able to transition their employees to work from home more easily than those who did not use cloud computing. In addition, large cloud providers have more security controls in place than most small entities can afford. Cloud solutions offer anytime, anywhere, any device access to applications and data.

DocuWare is document management and workflow automation software that the Town (mostly DPW, Planning/Zoning, Sewer, Highway and Parks) has utilized for over 10 years. By my best estimate, it houses over 250,000 files at this point. The types of files that are stored in the system include: maps, plans, easements, sewer inspections, sewer trouble call reports, sewer maps, subdivision maps, DPW property files, etc. Organizations worldwide use DocuWare to capture, route and securely archive their most important business information.

We currently house DocuWare on our internal servers which makes it difficult to access outside of the office. It would be very advantageous for our DocuWare data to be available to staff when they are working in the field with a multi-client cloud solution. In addition, Docuware Cloud would enable us to use all of the Docuware features. In our current on-premise version, there are many features that are only available with the purchase of additional licenses. Beyond the enhanced accessibility and features, the security, compliance, archival and backup features we would gain from this migration, would be highly beneficial.
Springbrook’s KVS Enterprise is the Town’s financial software for accounts payable, budget, fixed assets, general ledger, etc. The Town started using KVS around 1995 and we upgraded to the version we are on now around 2008. An upgrade to a modern version of this software is, to say the least, long overdue.

I recommend upgrading and migrating KVS Enterprise on-premise to Springbrook’s cloud offering, Cirrus. Just like the Docuware migration, this move to the cloud would offer us improved data security, a more robust backup solution and access flexibility. This new version also features Tableau, the industry's most powerful reporting tool.

One of the most important operational benefits of Springbrook Cloud Services is the business continuity capabilities it provides its customers. Regardless of the state of the customer’s infrastructure, their users will be able to access the Springbrook Cloud Service and their corresponding data during times of crisis that may impact the availability of their offices.

The on-premise version we have now requires server hardware, manual updates (which result in downtime) and IT staff time for software and server maintenance as well as backup and security planning. With the cloud offering, this all goes away, plus gives us the benefit of two-factor authentication and tightened security. Cirrus is the upgrade path from KVS Enterprise that will bring us up to a modern platform and user interface.

A demonstration of the Cirrus software was provided to our Finance Director, Brian Luke, and I and we were able to review the interface and reporting tools. I believe that the new interface and features of the program as well as the improved reporting functionality would be a welcome relief to our KVS users. A migration from KVS Enterprise to Cirrus would be the most logical route to follow as this solution was designed exclusively for local government agencies in mind. Springbrook has already migrated several agencies from KVS Enterprise to Cirrus Cloud, and several more within New York and other states have already started their migrations. Springbrook is at about 30 total migrations so far and they are actively working to migrate the rest since Cirrus is their future standard platform.

KVS TO CIRRUS CLOUD MIGRATION/UPGRADE: $31,000
Backups maintain a redundant copy of the Town's data in the event of a system failure or natural disaster as well as retain data to compliance requirements. In addition, one of the only ways to recover from a ransomware attack, is to have an up-to-date backup. Currently, we utilize a system that is robust and fast with a high level of data reliability. However, our present method can be time consuming and requires a manual process to maintain the server backup rotations. It is, as a result, susceptible to human error.

To supplement, or possibly replace, our current backup process, I am recommending the purchase of a backup server with replication to the cloud. This would offer fast backup and restoration as well as redundancy. Backups can be configured to run every 10-15 minutes, giving us near-continuous protection of important servers. This backup solution runs on a secure operating platform, which makes it less susceptible to ransomware attacks and does not present as a network share, which makes it harder for attackers to access. This solution would protect our data with encryption and control access to our data with multifactor authentication.
APPLE PRODUCTS FOR THE LIBRARY: $10,000

I am including a project brought to me by Angel Martinez, our new Network Administrator. He brings to us a Mac background and would be able to take on a project such as this. Below is my summary of his proposal:

As we know, the Library offers many services that support the community's educational needs. To enhance this, I would propose to add additional Apple products, specifically Mac computers and their exclusive apps. Local educational institutions like the Rochester Institute of Technology and the University of Rochester have numerous Macs in their labs. Providing Macs in our Library will give students exposure should they go on to one of these institutions or if they just want to learn more about working with an Apple computer. Also, the Rochester Public Library has current plans to make available two Apple computers (including Adobe Creative Cloud) in their facility.

Besides Adobe Creative Cloud, there are applications built-in and exclusive to Apple computers, such as iMovie and GarageBand, that could help young audiences explore their creativity. Furthermore, Final Cut Pro is a professional application entirely for Macs used by video tubers and the film industry plus Logic Pro is used for advanced music production. Beyond creative applications, Apple has free applications for computer science, Xcode and Swift, which could be helpful for a teenager or adult exploring or learning how to code.

Offering Macs at the library can be an opportunity to bring patrons who want to explore their creative side, learn to code, or use a Mac because their own is unavailable or as part of their preparation to go to college. Furthermore, bringing Macs to the library can open new ways to enrich the community's relationship with their library.

The proposal would include 2 iMacs & 2 MacBooks with:

- Final Cut Pro and Logic Pro
- Adobe Creative Cloud & Adobe Acrobat Pro
- MS Office for Mac
Currently in the Town Hall basement meeting room, presenters use wireless casting to a portable projector which displays on an outdated pull down projection screen.

To incorporate a modern feature to the room, I propose that we purchase and install an interactive display on a movable cart (for flexibility). This display would include a Windows module and also a videoconferencing kit. Town Board, Planning Board, Zoning Board and the Design Review & Historic Preservation Board all utilize this meeting room and would benefit from this long overdue upgrade for their public meetings.

An interactive display enables users to make visual presentations and control on-screen data through digital touchscreen interactions. It is a large display unit that is driven by a computer as well as an Android operating system. They are digital devices that allow users to access their computer files and interact with them as well as create new content.

Interactive displays can be used to present documents, maps, information, and videos during meetings in a business environment. There is no need to purchase a separate projector and the display will produce an image that is much cleaner and crisper than a projector. This interactive display will come with a built-in PC, offering an 'all-in-one' system that is easy to use, user-friendly, and needs no additional hardware. Interactive displays can be used with wireless connectivity and are also compatible with wireless casting from Apple and Android products.
TECHNOLOGY TRAINING:  

$15,000

Note: These funds would be utilized for staff training needs that arise from 2022 through the end of 2024.

As software maintenance, subscriptions and other costs have risen, I have had to place more budgeting emphasis on software maintenance and budget lines other than education that have increased, in order to keep within budget.

With four staff currently employed in the I.T. Department, it becomes necessary for them to attend training periodically as new technology is introduced to our environment. Furthermore, as the Town acquires new systems, training becomes necessary for various Town staff that are using those systems.

These funds would be used for I.T. technical training as well as general staff training. We recently upgraded to Office 365 and it would be beneficial if staff had access to training for the components of that system, especially SharePoint, OneDrive and Teams. For I.T. staff, Office 365 Administration, Windows Server training and Windows 11 training would be beneficial. This training could be online, in a classroom or in a lecture setting, whatever is appropriate and cost-effective.

In addition, the NY SHIELD Act sets out a series of administrative safeguards, one of which is security awareness training for staff. We have already implemented an online system called KnowBe4 for general phishing and security awareness training. We should supplement that with in-person or other online security awareness training in order to keep our residents’ private information safe and secure.
Amendments & Transfers  
For I.T. Department Projects

Be it resolved that the following are approved:

That 1.1680.4404.3.2 be increased by $84,200.00; that 1.1680.2001.3.2 be increased by 28,000.00; that 1.1680.4141.3.2 be increased by $20,000.00; and 1.1680.4604.1.2 be increased by $15,000.00. The source of these funds will be American Rescue Plan Act (ARPA) Federal Aid totaling $147,200.00. The funds are to be spent as presented in the I.T. Department proposal dated March 30, 2022 and presented at this meeting on April 5, 2022. The Finance Director is authorized to amend the budget as necessary to facilitate the expenditure of these funds.
Minutes of the Town Board for March 15, 2022

DRAFT
TOWN OF PITTSFORD
TOWN BOARD
March 15, 2022

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


ABSENT: None.

ALSO PRESENT: Staff Members: Brian Luke, Finance Director; Renee McQuillen, Town Clerk; Jessie Hollenbeck, Recreation Director, Shelley O’Brien, Communications Director; Suzanne Reddick, Assistant to the Supervisor; Spencer Bernard, Chief of Staff; Jessica Neal, Parks General Foreman.

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

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

SUPERVISORS ANOOUNCEMENTS
1. March 17, 2022 will be the first day of eliminating overdue fees for all Juvenile and Young Adult materials checked out from the library. The 2-year pilot program has the support of the Library’s Board of Trustees and the Town Board.

PRESENTATION BY PARKS FOREMAN: PARK AND TRAIL IMPROVEMENTS
Jessica Neal, Parks Department Foreman, presented to board members Park and Trail improvements proposals including projects put on hold the last two years due to COVID. The total anticipated cost is $281,930, for the following projects: resurfacing of the basketball and tennis courts at Thornell Farm Park including adding lines for pickle ball courts; the sealing of Thornell Farm Park parking lot; replacement of locks at the dog park to work with the Monroe County e-card entry system, and reconstruction of the entrance and parking areas at Isaac Gordon Park. Improvements planned for Kings Bend Park are for the replacement of picture windows and ceiling fans in both lodges; at Great Embankment Park, the addition of two pollinator garden areas; relocation of a fire hydrant at the Parks Garage; and the purchase of an additional Ventrac mower with attachments to increase efficiencies in Town trail maintenance. Upgrades proposed for the ball fields at Farm View Park include the addition of bleachers, foul poles, and outfield fencing. A connection of the Auburn Trail at Thornell Road to the Wood Stone Rise/Bromsgrove Road area with additional neighborhood connections planned was the final item proposed. This project is part of the Town’s Active Transportation Plan approved in 2020. The funding of these improvements will allow the Town to maintain our heavily used parks and trails and, in some cases, increase their usage potential. The source of funding for the projects would be the American Rescue Plan Act (ARPA) Federal Aid the Town received.

Following questions from board members on the presentation, board members then moved to discussion regarding the transfer of funds for the improvements. Councilmember Koshykar said that the Board’s early conversations regarding ARPA funding had included providing residents with an opportunity to make suggestions for use of the funds and that the Board has not had public meetings to do that.
Councilmember Townsend agreed that resident input is important but suggested that formal public meetings for that purpose may not be the best way. She noted that so far residents have had several opportunities to offer their opinions, through communications to the Board and the opportunity to speak at Town Board meetings, but none have. Councilmember Koshykar suggested that not all members of the public are aware of Town Board meetings and agendas. Councilmember Townsend proposed soliciting public opinion, in addition to the methods already available, at the Town Board table at the Paddle and Pour event that is always well-attended. This year it is scheduled for May 28th. This way the Board could hear from a diverse group of residents about possible ideas. Councilmember Taylor recommended a Suggestion Box for the Town table at Paddle and Pour for this purpose. Board members expressed approval of these ideas.

Councilmember Taylor commented further that she posts the agenda for Board meetings on her Facebook page and offered her support for Councilmember Townsend’s idea, adding that she most often hears from residents when they happen to see her around Town.

Supervisor Smith noted that when our residents have been concerned about a matter, they have turned out to Town Board meetings to voice their opinions. He referred to the Town’s two well-attended public meetings late last year, where many residents spoke and overwhelmingly communicated a clear message about marijuana sales and lounges and that most of the Town Board members had honored the public’s wishes.

The Supervisor noted that from the time the Board first publicly discussed ARPA funds and expressed its desire for public input, all avenues of communication to the Board have been open although, as Councilmember Townsend pointed out, to date we have received no messages about ARPA funds. He noted that before the last Town Board meeting where the Board first voted on any use of ARPA funds the Library’s proposals had been publicly published on the Town website the Friday before the meeting; that the Parks proposals presented tonight have been publicized similarly, and in addition have been publicized in the Town’s e-News several times and on the Supervisor’s Facebook page. In addition the Town added an ARPA page to the Town website that includes a link for sending an email to all board members so that residents can more easily share their ideas with board members and it also contains the departmental proposals for use of ARPA funds that the Board has considered. He also commented that the Town Facebook page also has carried requests for public input on using ARPA funds.

Deputy Supervisor Munzinger echoed the need to take care of deferred maintenance projects because of the pandemic and to listen to and heed the recommendations of department heads. They hear from residents throughout the year about improvements needed and concerns involving their departmental areas. She further commented that the proposals now before the board will have a beneficial impact for many residents and community groups. She then made a motion to approve the proposed transfer. Councilmember Koshykar stated that because of the Board’s willingness to seek public input, including at this year’s Paddle and Pour, and to make clear the amount of funds that would be available once all departmental requests have been approved, she will support this motion. All members agreed to continue to seek public comments even prior to that event.

Town Clerk McQuillen read an email comment from Jon Sussman.

Councilmember Taylor seconded the motion to approve, and it was voted on as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:
RESOLVED, that the following be approved:
That 1.7110.4003.16.21 be increased by $82,500.00; that 1.7110.4003.14.7 be increased by 18,500.00; that 1.7110.4003.16.26 be increased by $14,000.00; that 1.2620.2007.10.19 be increased
by $7,730.00; that 1.7110.2025.2.7111 be increased by $42,000.00; that 1.7110.4003.16.20 be increased by $4,000.00; that 1.7110.4003.16.22 be increased by $6,400.00; that 1.7110.4003.16.39 be increased by 57,000.00; and 1.7110.4003.16.44 be increased by $49,800.00. The source of these funds will be American Rescue Plan Act (ARPA) Federal Aid totaling $281,930.00. The funds are to be spent as presented in the Parks Department ARPA proposal. The Finance Director is authorized to amend the budget as necessary to facilitate the expenditure of these funds.

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

Following a correction noted by the Town Clerk that the term of office for the Assessment Board reappointment was incorrectly stated, a Resolution to approve the Minutes of the Town Board meeting of March 1, 2022, as corrected, was offered by Supervisor Smith, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

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

**LEGAL MATTERS**

**PUBLIC COMMENTS**
There were no public comments.

**VETERINARY SPECIALISTS AND EMERGENCY SERVICE CONTRACT**
A Resolution to authorize the Town Supervisor to execute the proposed 2022 contract with Pathway Vet Alliance LLC d/b/a Veterinary Specialists and Emergency Service for boarding and veterinary services involving stray animals was made by Deputy Supervisor Munzinger, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

**RESOLVED,** that the Town Supervisor is authorized to execute the proposed agreement with Pathway Vet Alliance LLC d/b/a Veterinary Specialists and Emergency Service for boarding and veterinary services involving stray animals.

**FINANCIAL MATTERS**

**PUBLIC COMMENTS**
There were no public comments.

**MARCH TRANSFERS APPROVED**
A Resolution to approve the March transfers was offered by Deputy Supervisor Munzinger, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

**RESOLVED,** that the following transfers be approved as follows:
Minutes of the Town Board for March 15, 2022


**MARCH SURPLUS APPROVED**
A Resolution to approve the items designated for surplus was offered by Councilmember Townsend, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:
**RESOLVED**, that the following list of equipment be declared surplus and be removed from the 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>17262</td>
<td>2013</td>
<td>TELOG FLO METER</td>
<td>Sewer</td>
<td>6,000.00</td>
<td>Junked</td>
</tr>
<tr>
<td>17263</td>
<td>2013</td>
<td>TELOG FLO METER</td>
<td>Sewer</td>
<td>6,000.00</td>
<td>Junked</td>
</tr>
</tbody>
</table>

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

The Resolution was declared carried as follows:
**RESOLVED**, that the March vouchers No. 155036 – 155411 for $882,442.21 are approved for payment.

**OPERATIONAL MATTERS**

**PUBLIC COMMENTS**
There were no public comments.

**ANNUAL RABIES CLINIC APPROVED**
A motion to approve the Annual Rabies Clinic was offered by Supervisor Smith, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:
**RESOLVED**, that the Town Board hereby approves expenditure of up to $500.00 for a free Rabies Clinic to be held at the Town Highway Garage on Thursday, May 12, 2022 from 4:30 p.m. to 7:30 p.m.

**AWARD BID FOR CONTRACTUAL GROUNDS MAINTENANCE**
Following comments from Commission Schenkel, a motion to accept the bid of $105,605 submitted by Plant Concepts as the lowest responsible bidder was offered by Supervisor Smith, seconded by Councilmember Taylor and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:
**RESOLVED**, that the Town Board accept the bid for $105,605 from Plant Concepts as the lowest responsible bidder.
Minutes of the Town Board for March 15, 2022

AWARD BID FOR THORNELL FARM PARK TENNIS AND BASKETBALL COURT RESURFACING
A motion to award the bid for the Thornell Farm Park Tennis Courts Resurfacing Project to Super Seal Sealcoating Company was made by Councilmember Taylor, seconded by Deputy Supervisor Munzinger and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:
RESOLVED, as the lowest responsible bidder for $44,860, with the optional basketball court resurfacing for an additional $14,000, for a not to exceed total of $60,000.

SETTING A PUBLIC HEARING FOR SEWER DISTRICT EXTENSION JH-160
Supervisor Smith proposed a resolution to set a Public Hearing on April 5, 2022 at 6:00 P.M. for the proposed Sewer Extension JH-160 to the Pittsford Consolidated Sewer District, seconded by Deputy Supervisor Munzinger, and voted on by board members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend and Smith. Nays: None.

The Resolution was declared carried as follows:
RESOLVED, that a Public Hearing be set for April 5, 2022 at 6:00 P.M., local time to consider the approval of Sewer Extension JH-160 to the Pittsford Consolidated Sewer District, on lands located at 510 Thornell Road.

PERSONNEL MATTERS

PUBLIC COMMENTS
There were no public comments.

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Reason for Change</th>
<th>Salary</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zachary Valletta</td>
<td>Laborer</td>
<td>CDL – Class B Salary Adj</td>
<td>$20.08</td>
<td>03/16/2022</td>
</tr>
<tr>
<td>Kahlil Robinson</td>
<td>Laborer</td>
<td>CDL – Class B Salary Adj</td>
<td>$20.08</td>
<td>03/16/2022</td>
</tr>
<tr>
<td>Christopher Downey</td>
<td>Rec Asst 4</td>
<td>Additional Rate</td>
<td>$16.75</td>
<td>03/21/2022</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Reason for Change</th>
<th>Salary</th>
<th>Effective Date</th>
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<td>Additional Rate</td>
<td>$16.75</td>
<td>03/21/2022</td>
</tr>
</tbody>
</table>

OTHER BUSINESS
Deputy Supervisor Munzinger shared that the Senior Center had its annual St. Patrick’s Day lunch that was enjoyed by all.

PUBLIC COMMENT
Mary Moore shared comments with the board.

As there was no further business, the Supervisor adjourned the meeting at 7:00 P.M.

Respectfully submitted,

Renee McQuillen
Town Clerk
MEMORANDUM

To: Town Board Members
From: Robert B. Koegel
Date: March 29, 2022
Regarding: Kilbourn Place – Release of Sewer Easement
For Meeting On: April 5, 2022

As you will recall, the original plans for the residential development project on East Avenue dubbed “Kilbourn Place” called for the construction of individually-owned townhouse dwelling units, and in fact, some of them were built. As part of those townhouse plans, the Town obtained a sanitary sewer easement from the developer for the sewers to be built on the project site in order for the Town to own and maintain the sewers that would tie into the public sewer main along East Avenue.

Later, the residential plans changed from townhouses to rental apartment buildings, to be owned by the developer, and large portions of those buildings would be, or have been, built over areas which are subject to the easement but where sewers will not be installed. As part of this process, the developer redesigned the configuration of the sewer system on the site to accommodate all of the structures that have been or will be built, and the developer agreed to be responsible for the sewer effluent on the site to the public East Avenue main sewer, obviating the need for any public sewer easement on the site.

Recognizing the changed circumstances of the project, the Planning Board, as a condition of final site plan and subdivision approval for the apartment complex, required the developer to request a release of the sewer easement from the Town. The developer has made such a request. The proposed Release of Sewer Easement submitted herewith would effect that release.

RESOLUTION

I move that the Town Board authorize the Town Supervisor to sign the attached proposed “Release of Sewer Easement” involving the Town’s easement located on 3520 – 3596 East Avenue. This resolution is subject to permissive referendum, and the Town Clerk is directed to post and publish the required notice of such permissive referendum.
RELEASE OF SEWER EASEMENT

THIS RELEASE, made the ___ day of April, 2022, by the Town of Pittsford, a municipal corporation with its principal office at 11 South Main Street, Pittsford, New York 14534 ("Releasor") to Kilbourn Place Associates, LP, a limited partnership having an address of 45 East Avenue, Rochester, New York ("Releasee.")

WITNESSETH:

WHEREAS, Releasee granted Releasor a 20' wide Sanitary Sewer Easement, dated February 19, 2013, and recorded in the Monroe County Clerk’s Office on March 6, 2013, in Liber 11227 of Deeds, at Page 236 (the “Easement”); and

WHEREAS, Releasee’s residential development plans for the property subject to the Easement subsequently changed from the construction of individually-owned townhouses to rental apartments owned solely by Releasee, thereby obviating the need for the Town to own and maintain the sanitary sewer facilities to be built on Releasee’s private property; and

WHEREAS, as a condition of the final site plan and subdivision approval for the construction of the rental apartments granted March 8, 2021, the Planning Board required the Releasee to request the abandonment of certain Town easements, including the Easement, and the Releasee has made such a request;

NOW, THEREFORE, in consideration of the facts and circumstances as set forth above, the Releasor herein does hereby Release the aforesaid Easement, as described in Schedule A and depicted on Exhibit A both attached hereto and made a part hereof.

Property Address: 3520 – 3596 East Avenue, Rochester, New York 14618
Tax Account Number: 138.14-1-13.21

TOWN OF PITTSFORD, NEW YORK

By: __________________________
    William A. Smith, Jr., Supervisor

STATE OF NEW YORK
COUNTY OF MONROE)    SS:

On the ____ day of April, 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared William A. Smith, Jr., Supervisor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

______________________________________________
Notary Public
SCHEDULE A

KILBOURN PLACE
DESCRIPTION OF FILED 20' WIDE SANITARY
SEWER EASEMENT TO TOWN OF PITTSFORD
TO BE RELEASED

All that tract or parcel of land situate in the Town of Pittsford, County of Monroe, State of New York, all as shown on a map entitled "Kilbourn Place – Subdivision Map", prepared by Costich Engineering, P.C., having Drawing No. 3530-SUB, dated 6/1/2011, last revised 3/18/2013, said map to be filed with the Monroe County Clerk’s Office, being more particularly bounded and described as follows:

Commencing at the intersection of the northeasterly bounds of East Avenue - N.Y.S. Route 96 (66’ R.O.W.) and the northerly bounds of Brettonwoods Drive (60’ R.O.W.); thence

A. N43°00'13"W, along said northeasterly bounds of East Avenue - N.Y.S. Route 96, a distance of 315.80 feet to the point and place of beginning; thence

1. N43°00'13"W along the aforesaid line, a distance of 20.39 feet to a point; thence
2. N35°45'30"E, a distance of 27.90 feet to a point; thence
3. N77°43'04"E, a distance of 116.81 feet to a point; thence
4. N50°37'53"E, a distance of 96.21 feet to a point; thence
5. N38°36'11"W, a distance of 54.06 feet to a point; thence
6. N48°26'33"W, a distance of 208.80 feet to a point; thence
7. S47°42'43"W, a distance of 100.86 feet to a point; thence
8. N42°17'17"W, a distance of 20.00 feet to a point; thence
9. N47°42'43"E, a distance of 118.82 feet to a point; thence
10. S48°26'33"E, a distance of 228.48 feet to a point; thence
11. S38°36'11"E, a distance of 64.35 feet to a point; thence
12. S61°52'58"E, a distance of 231.78 feet to a point; thence
13. S28°38'18"W, a distance of 20.00 feet to a point; thence
14. N61°52'58"W, a distance of 227.80 feet to a point; thence
15. S50°37'53"W, a distance of 90.57 feet to a point; thence
16. S44°22'27"E, a distance of 165.35 feet to a point; thence
17. S45°37'33"W, a distance of 20.00 feet to a point; thence
18. N44°22'27"W, a distance of 170.73 feet to a point; thence
19. S77°43'04"W, a distance of 106.02 feet to the point; thence
20. S35°45'30"W, a distance of 24.20 feet to the point and place of beginning.

A sewer easement was created upon the above-described property by the filing of a sewer easement with the Monroe County Clerk’s Office in Deed Book 11227, page 236. That sewer easement will be abandoned by the subsequent filing of a release of sewer easement upon the above-described property with the Monroe County Clerk’s Office.
NOTICE OF ADOPTION OF A RESOLUTION SUBJECT TO PERMISSIVE REFERENDUM

Notice is hereby given that on April 5, 2022 the Town Board of the Town of Pittsford, New York adopted a Resolution authorizing the Town Supervisor to execute a release of a sewer easement held by the Town on property located at 3520 – 3596 East Avenue. Pursuant to Town Law, the Resolution is subject to a Permissive Referendum, a petition for which must be filed within thirty (30) days hereof. Copies of the Town Board minutes of the above Town Board Resolution may be obtained at the Town Hall from the Office of the Town Clerk.

Dated: April 5, 2022

Renee M. McQuillen, Town Clerk
Town of Pittsford, New York
MEMORANDUM

To: Pittsford Town Board
From: Joy E. Brown - Director of Technology
Date: March 28, 2022
Regarding: Docuware Cloud Migration
For Meeting On: April 5, 2022

One thing that became increasingly clear during the pandemic, was the advantage to cloud computing. Those who were using cloud services were able to transition their employees to work from home more easily than those who did not use cloud computing. In addition, large cloud providers have more security controls in place than most small entities can afford. Cloud solutions offer anytime, anywhere, any device access to applications and data.

DocuWare is document management and workflow automation software that the Town (mostly DPW, Planning/Zoning, Sewer, Highway and Parks) has utilized for over 10 years. By my best estimate, it houses over 250,000 files at this point. The types of files that are stored in the system include: maps, plans, easements, sewer inspections, sewer trouble call reports, sewer maps, subdivision maps, DPW property files, etc. Organizations worldwide use DocuWare to capture, route and securely archive their most important business information.

We currently house DocuWare on our internal servers which makes it difficult to access outside of the office. It would be very advantageous for our DocuWare data to be available to staff when they are working in the field with a multi-client cloud solution. In addition, Docuware Cloud would enable us to use all of the Docuware features. In our current on-premise version, there are many features that are only available with the purchase of additional licenses. Beyond the enhanced accessibility and features, the security, compliance, archival and backup features we would gain from this migration, would be highly beneficial.

Costs of the project:

- Initial investment (one-time cost): $3,200
- License fees: $1,000/month (36-month term)

There is $2,340 already budgeted for maintenance for our current on-premise version of Docuware. Anticipating that we would be paying the monthly subscription cost of $1,000/month for possibly 8 months in 2022, we would require an extra $5,660 if the system is operational by May.

With a transfer from the I.T. consultants (4404) line, there would be sufficient funds in the I.T. software maintenance (4409) line to cover this cost for 2022. However, some funds may have to be transferred from other departments who benefit from this project, to cover any shortfall in paying the entire yearly subscription fee in the 2023 budget and beyond.

I recommend that the Town Board approve the attached “Statement of Services” and “Master Software and Services Agreement” from Toshiba America Business Solutions, Inc. for the migration to Docuware Cloud.
In the event that the Town Board determines that the proposed actions should be taken, the following Resolution is suggested:

Resolved, that the Town Board approves the Docuware Cloud migration project and accepts the agreements with Toshiba America Business Solutions, Inc.

Further Resolved, that the Director of Technology, Joy E. Brown, is authorized to sign the agreements with Toshiba America Business Solutions, Inc.
This Statement of Services (“SOS”) is made by and between Toshiba America Business Solutions, Inc. (“TABS”), including its division Toshiba Business Solutions (“TBS”), with its headquarters located at 25530 Commercentre Drive, Lake Forest, CA 92630 (collectively or individually TABS and TBS shall be referred to as the “Contractor”), and Town of Pittsford located at 11 S. Main Street, Pittsford, NY 14534 (the “Customer”).

This SOS describes the project and details the services and deliverables (hereinafter collectively known as “Project Services”) associated with the DocuWare Migration from On-Premise to Cloud project (the “Project”).

Project Services shall be provided pursuant to the “Project Contract” which consists of (i) this SOS together with (ii) the Master Software and Services Agreement (“MSSA”) Town of Pittsford DocuWare Cloud 36-Month MSSA dated 2/22/2022 between Contractor and its Customer (the “Services Agreement”). This SOS is subject and subordinate to the MSSA. To the extent the terms and conditions of the Services Agreement and SOS conflict, the MSSA shall prevail.
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## 1. Project Contacts

<table>
<thead>
<tr>
<th>Contractor Office Details</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Region</td>
<td>North Central Region</td>
</tr>
<tr>
<td>Address Line 1</td>
<td>180 Kenneth Drive, Suite #200</td>
</tr>
<tr>
<td>Address Line 2</td>
<td></td>
</tr>
<tr>
<td>City, State, ZIP</td>
<td>Rochester, NY 14623</td>
</tr>
<tr>
<td>Phone Number</td>
<td>585-427-2222</td>
</tr>
<tr>
<td>Fax Number</td>
<td></td>
</tr>
<tr>
<td>Contractor Sales Rep. Name</td>
<td>Mark Pelcher</td>
</tr>
<tr>
<td>Contractor Consultant Name</td>
<td>Henry Potts</td>
</tr>
<tr>
<td>Contractor Analyst Name</td>
<td>Karl Fanghanel</td>
</tr>
<tr>
<td>Customer Number</td>
<td></td>
</tr>
<tr>
<td>Contract Number</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Customer Details</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Name</td>
<td>Town of Pittsford</td>
</tr>
<tr>
<td>Customer Contact Person</td>
<td>Joy Brown</td>
</tr>
<tr>
<td>Customer Address Line-1</td>
<td>11 S. Main Street</td>
</tr>
<tr>
<td>Customer Address Line-2</td>
<td></td>
</tr>
<tr>
<td>City, State, ZIP</td>
<td>Pittsford, NY 14534</td>
</tr>
<tr>
<td>Telephone #:</td>
<td>585-248-6201</td>
</tr>
<tr>
<td>Fax Number:</td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:jbrown@townofpittsford.org">jbrown@townofpittsford.org</a></td>
</tr>
<tr>
<td>Customer Number:</td>
<td></td>
</tr>
<tr>
<td>Contract Number:</td>
<td></td>
</tr>
</tbody>
</table>
2. Introduction

Customer’s acceptance of this SOS shall be authorization for Contractor’s performance of the Project Services set forth in this SOS. Contractor reserves the right to utilize subContractors and sub-subContractors (collectively known as “Sub-Contractors”) in performance of the Project Services. Contractor represents that all its Sub-Contractors (i) will be competent to perform the Project Services; (ii) will exercise commercially reasonable standards in performing these Project Services; and (iii) will comply with all terms and conditions applicable to Contractor in the performance of the Project Services.

The purposes of the SOS are to (i) specify the work to be completed by the Contractor during phases of the Project; (ii) detail the obligations of the Contractor and the Customer; and (iii) set forth the Project schedule and fees.

Contractor has prepared this SOS to detail the scope of Project Services and costs for the Project Services. The costs stated were derived by drawing from Contractor’s experience with similar engagements and using preliminary information received from Customer.

The information in this SOS supersedes all previous estimates or verbal discussions on the project. This document is intended for Customer and Contractor only and cannot be distributed to persons or third parties not directly involved with this project without express written consent of both Customer and Contractor.

3. Project Objective

Based on the agreed upon business requirements, Contractor will provide design, implementation, training, and support services to the following locations:

| Town of Pittsford | 11 S. Main Street, Pittsford, NY 14534 |

4. Project Scope

Contractor has identified the need to deploy Software and provide Professional Services for the implementation. Contractor will provide the following services to Customer:

4.1. In-Scope Functionality

- Consult with Customer personnel to implement Software.
- Educate the Customer IT personnel on the features of Software.
- Deploy and integrate Software.
- Assist Customer IT personnel in the configuration of Software.
- Training:
  - Administrative Training.
End user to use the Software.

See the attached Exhibit A, Project Plan for more specific project tasks.

4.2. Out of Scope Functionality:

- Any activity not defined in the In-Scope functionality section of this document.

5. Project Deliverable(s)

Deliverable(s):

Based on the agreed upon business requirements, Contractor will provide the following:

2. Software Deployment and Configuration.
3. Documentation:
   - Project Plan.
   - This Statement of Service (SOS).
   - Acceptance Documents (project signoff).
   - Software documentation is provided with the Contractor provided Software.
   - Installation & Administration Manual.
   - Configuration Documentation.
   - User Acceptance Testing Recommendations.
   - Administrative Training Materials.

**NOTE:** For the on-premise components of the deployed solution, It is the responsibility of the Customer to meet the minimum installation pre-requisites provided to them prior to the installation of the software.
6. Services

Contractor will provide the following services:

- Data Migration from Old System to New
- Configuration of DocuWare System
- Project Management
- System Setup and Configuration
- Power User Testing
- User Acceptance Testing
- Building New Archive File Cabinet and Replicating Indexes
- Define Established Roles and Permissions
- Knowledge Worker Training
- Post Testing Configuration Adjustments
- Project Based, scoped per implementation (16 hours total)

Note: Please reference the Project Plan for a complete list of Services provided.
7. Professional Services and License Fees

This is a fixed fee engagement. If applicable the Professional Services for this project are included in the terms of the lease agreement signed by Customer. Any changes to this SOS will require a Change Order executed and agreed upon by both parties. Contractor cannot perform work outside of the scope of this SOS without an authorized Change Order signed by Customer.

**Services Fees**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Investment</td>
<td>$3,200.00</td>
</tr>
<tr>
<td>License Fees</td>
<td>$1,000.00/month (36-month term)</td>
</tr>
</tbody>
</table>

(includes M&S)

This document is valid for a period of 30 days from the cover date; after this date it may be revised upon consent by Contractor.

Expenses associated with travel, overnight stays, etc., for the duration of this project are included in the estimate of this project.

See **Exhibit B, Pricing Schedule** for itemized pricing quote
8. Acceptance Milestones

Contractor has created the following testing and acceptance milestones to enable successful completion of the project to the satisfaction of both Contractor and Customer. These milestones are used to demonstrate the successful execution of the required services for Customer and this project.

During this project, Contractor may request that you initial and date each milestone to signify acceptance. If additional milestones other than listed below are required, Contractor reserves the right to document and incorporate a Change Order to this SOS.

Project Milestones

Please refer to Exhibit A, Project Plan for project detail.

Notes:

The milestones table below is intended as a sample. Update as needed.

<table>
<thead>
<tr>
<th>Milestone Description</th>
<th>Milestone Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DocuWare Cloud Migration</td>
<td></td>
</tr>
<tr>
<td>1. Initiation and planning complete</td>
<td>Mutually established between Customer and Contractor</td>
</tr>
<tr>
<td>2. Software configuration complete</td>
<td>Mutually established between Customer and Contractor</td>
</tr>
<tr>
<td>3. Workflow design complete</td>
<td>Mutually established between Customer and Contractor</td>
</tr>
<tr>
<td>4. System testing complete</td>
<td>Mutually established between Customer and Contractor</td>
</tr>
<tr>
<td>5. User acceptance testing (UAT) complete</td>
<td>Mutually established between Customer and Contractor</td>
</tr>
<tr>
<td>6. Training complete</td>
<td>Mutually established between Customer and Contractor</td>
</tr>
<tr>
<td>7. User Acceptance Signoff</td>
<td>Mutually established between Customer and Contractor</td>
</tr>
</tbody>
</table>

Project Complete

Mutually established between Customer and Contractor

9. Completion Criteria

When the services detailed in this SOS and associated Project Plan have been completed and demonstrated, the project will be considered complete and Contractor will request Customer signoff of the attached Exhibit C, Solutions Delivery and Acceptance within 15 days of Project Plan completion.
10. Change Management

While this SOS is intended to provide, as much as possible, a clear understanding of the responsibilities of the parties concerning these Project Services, it is not intended to encompass every conceivable obligation and responsibility that may arise.

Circumstances encountered during the performance of these services that warrant additional time or expense could result in the inability to deliver the services detailed within this SOS. Changes to the scope, assumptions, personnel, environment, dependencies, timeline, Software or Deliverables will be communicated in writing and agreed to by both Contractor and Customer via Contractor’s Project Management personnel. A Change Order Authorization (“COA”) form may be added to this agreement to amend and set forth the effective date, purpose, description and price, if applicable.

The work required to address these changes will be scoped and presented to Customer as a COA with any additional time, materials or cost. The following list provides a detailed process to follow if changes to the scope of this SOS are required.

- A COA will be the vehicle for communicating change and will be prepared by the Contractor lead Solutions Analyst assigned to this project. The COA must describe the change, the reason for the change, and the effect the change will have on the project.
- Both Project Managers will review the proposed change and approve. The review will determine the effect the COA will have on price, schedule, and other terms and conditions of this SOS.
- A written COA must be signed by both parties to authorize the implementation of any changes. See the attached Exhibit D, SOS Change Order Authorization.

11. Support

Contractor will provide implementation support for this project through to its completion. This includes but is not limited to ensuring installed applications are performing to manufacturer’s specifications.

Upon completion of the project, Customer will have access to the implemented solution’s support Engineers for technical issues. Support will continue to be available throughout the term of the contract and upon renewal of the contract.

Please Refer to Exhibit E, Proposed Support Escalation Process for support details
12. SOS - Assumptions

The following are the general assumptions on which this SOS and Professional Services Fee are based. If any of these assumptions either change or are incorrect a COA may be required, which may result in additional Professional Services fees.

- Building environmental conditions that are within equipment specifications for airflow, temperature, humidity, and electrical quality.
- Access to equipment and facilities will be unimpeded. If access delays occur, work may be considered out of scope and may be required to be done outside of business hours at an overtime premium. Normal hours are Monday through Friday 8 a.m. to 5 p.m. local time, excluding holidays.
- Cabling and WAN Data Communication Lines are properly installed and tested. Contractor is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOS on a time and materials basis.
- Contractor is not responsible for any conflicts with existing hardware or software that is no longer supported by the manufacturer.
- Contractor is only responsible for integration tasks outlined in this proposed SOS. Any work outside of this SOS will be handled through a COA Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
- Contractor will have access to Customer facilities and technical resources for the completion of this project and may conduct a substantial portion of the project work offsite at its own facilities.
- Deliverables and related activities have been explicitly defined herein, and anything not specifically included, but desired to be completed is to be addressed through the change management process.
- All systems will be installed in US English (other localized language configurations can be provided at an incremental cost and with a potential impact to delivery times).

13. Customer Responsibilities

The “Scope of Service – Details” is the Software specific activities that are defined as the responsibility of Customer. If any of these responsibilities either change or are incorrect a COA may be required, which may result in additional Professional Services fees. Please review this section to make sure these responsibilities are correct.

- Ensure that all applications and data are successfully backed up prior to Contractor beginning work. Contractor is not responsible for any lost information.
- Provide original Manufacturer’s documentation for all existing hardware and software.
- Provide technical and application support for configuration and testing of Customer specific information. Contractor does not warrant Customer applications.
- Provide systems personnel for the project familiar with all aspects of Customer’s enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this project – to work in conjunction with the Contractor team on this implementation. Additionally, a desktop technician may be required to perform Customer-side duties.
- Communicate the project to appropriate users.
• Make available all the appropriate resources, systems, network access, reports and any/all other data elements required for Contractor to complete the deliverables and other research necessary to complete this project as contained herein.
• Provide a dedicated project manager to provide management, reporting, day to day project tracking, move/add/change requirements, and cross coordination of requirements.
• Network configuration information to assist in solution design.
• Deploy Software with the assistance of Customer IT Personnel to Customer desktops (if required).
• Network connectivity between all solution components.
• Identify a Project Sponsor with sign-off authority and ability to facilitate Customer stakeholder participation.
• Provide the resources to complete Customer responsibilities defined in the Deliverables section of this SOS.
• Provide access to key personnel and information needed to complete the project.
• Provide access to technology resources with an understanding of the hardware and software environments contemplated in this project.
• Provide the appropriate physical and network access to onsite resources, including IT areas and all necessary fees, licenses, and release forms, related to photos, logos, and imagery that are to be provided to Contractor.
• Provide a workspace for Contractor staff to use onsite.
• Report on any Customer technical or resource issues that would delay, hinder or adversely affect the deployment of the solution or its performance in the Customer environment.
• Allow for the distribution of Software upgrades to Customer PC's as needed.
• Accept title and/or license upon delivery/installation for product and/or software purchased if applicable.
• Sign appropriate Contractor finance document for leased or financed transactions.

14. Contractor Responsibilities

The following are the Software specific activities that are the responsibility of Contractor.

• Software license key.
• Technical specifications for implementation.
• Installation of the Software components.
• Email and phone support for the duration of the contract.
• Technical Services included in the scope herein.
• Configuration of the Software components.
• Solution training.
• Support for the download of software updates for any of the on premises components of the solutions defined in this SOS is included in the Annual Maintenance and Support Agreement.
• Services associated with this installation and deployment of updates, patches, bug fixes and updates for any of the on premises components of the solutions defined in this SOS are outside of this agreement and will require a separate project plan and SOS.
15. ADDITIONAL TERMS

1. Neither party shall be responsible for circumstances beyond its reasonable control that make its performance impossible or delays its performance under this SOS. To the extent that a party is delayed by such causes, the time to perform will be extended upon mutual agreement and execution of a SOS Change Order Authorization provided for herein, except with respect to the obligation to pay money to the other party, which period shall not be extended.

2. Payment Terms shall be in accordance with the MSSA.
Exhibit A: Proposed Project Plan

**Note:** THIS WILL BE ESTABLISHED ON PROJECT KICKOFF CALL WITH TOSHIBA PROJECT MANAGEMENT TEAM/TEAM FROM TOWN OF PITTSFORD.

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Duration</th>
<th>Projected Start Date</th>
<th>Projected End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Solution Implementation Project Plan</td>
<td>17d</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Initiation and Planning</td>
<td>5d</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Resource Allocation</td>
<td>4d</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Milestone - Initiation and Planning Complete</td>
<td>0d</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Execution</td>
<td>10d</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Software Configuration</td>
<td>5d</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Milestone - Workflow Design Complete</td>
<td>0d</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Install Workstation Clients</td>
<td>4d</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Install Solution client software</td>
<td>4d</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Milestone - Software Configuration Complete</td>
<td>0d</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>System Testing</td>
<td>2d</td>
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<td>TBD</td>
</tr>
<tr>
<td>Milestone - System Testing Complete</td>
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<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Maintenance and Support</td>
<td></td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>Measures and Control</td>
<td></td>
<td>TBD</td>
<td></td>
</tr>
</tbody>
</table>
Exhibit B: Pricing Schedule

N/A – Please see section 7.
# Exhibit C: Solutions Delivery and Acceptance Form

## Solutions Delivery and Acceptance Form

<table>
<thead>
<tr>
<th>Customer Name:</th>
<th>Project Location Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Name/Description</strong></td>
<td><strong>Project Location Address</strong></td>
</tr>
<tr>
<td><strong>Name And Title Of Authorized Person</strong></td>
<td><strong>City, State, ZIP</strong></td>
</tr>
<tr>
<td><strong>E-Mail Address</strong></td>
<td><strong>Phone</strong></td>
</tr>
</tbody>
</table>

## Service Agreement Information

**Service Agreement Type:** Statement of Services
If other, specify:
**Service Agreement Date:**

## Deliverable / Milestone / Project Information

**Acknowledgement.** By signing below, Customer acknowledges and confirms that the deliverable, milestone and/or project referenced above has been completed, and all testing and acceptance criteria have been satisfied in all respects as of the date of this Form. Accordingly, Contractor is authorized to invoice Customer for all unpaid or outstanding fees and charges relating thereto, which shall be due and payable in accordance with the terms of the Service Agreement.

<table>
<thead>
<tr>
<th>Date</th>
<th>Authorized Customer Representative Signature</th>
<th>Title</th>
</tr>
</thead>
</table>

**Date**

**Authorized Customer Representative Signature**

**Title**
Exhibit D: Change Order Authorization Form

Statement of Services
Change Order Authorization

PS Project Name: [Insert Project Name]

MSSA Number (if Applicable): [Insert MSSA Number]

Change Order Number: [Insert Change Number]

This Statement of Services Change Order Authorization ("COA") is made and entered into by and between Toshiba America Business Solutions, Inc. ("TOSHIBA"), located at 25530 Commercentre Drive, Lake Forest, CA 92630, and [CUSTOMER], located at ____________________________ ("CUSTOMER ADDRESS"), collectively "parties". This COA is hereby incorporated by reference into the Statement of Services ("SOS") between the Parties as of the Effective Date below. This COA shall continue in effect until the termination or expiration of the SOS, unless sooner terminated in accordance with the terms of the SOS or as indicated herein. Parties agree that this COA hereby amends and/or modifies the referenced SOS as follows:

| Effective Date: |
| Purpose of Change: |
| Change Description (if attachments are necessary, please number sequentially as Appendices) |
| Pricing: |

Facsimile and electronic signatures shall have the same effect as written signatures

The Parties have caused this COA to be executed and each individual whose signature appears below hereby warrants that they are duly authorized to execute this COA on behalf of the Party they represent:

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>CUSTOMER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name:</td>
<td>Printed Name:</td>
</tr>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
Exhibit E: Support Escalation Process
Exhibit F: Business Requirements Document

The Business Requirements Document ("BRD") outlines the details the business solution for a project including the documentation of Customer needs and expectations. The BRD is intended to highlight the project Scope, Requirements, Assumptions, Constraints, and Risks.

BRD WILL BE PROVIDED BY CONTRACTOR
Exhibit G: Functional Design Document

The Functional Design Document provides an overview of the business issue to be addressed, a mock-up of the User Interface (UI) design, and a plain English synopsis of the logic anticipated. This document provides the Customer with the opportunity to approve the high-level design before the effort is made to develop a detailed or technical design.

FDD WILL BE PROVIDED BY CONTRACTOR
Master Software and Services Agreement

This SOLUTIONS AGREEMENT ("Agreement") is entered into as of the Effective Date by and between Toshiba America Business Solutions, Inc. a California corporation with an address of 25530 Commercentre Drive, Lake Forest, CA 92630 ("TABS") including its division Toshiba Business Solutions ("TBS"), (collectively or individually TABS and TBS shall be referred to as the "Contractor") and the Client specified below ("Client").

1. DEFINITIONS.

As used in this Agreement and in addition to any other terms defined herein, the following defined terms will have the following meanings:

1.1. "Client" means Town of Pittsford located at 11 South Main Street, Pittsford, NY 14534.

1.2. "Data Management Services or "DMS" means the Internet-based transactional application and database services provided by Contractor or its subcontractors that are accessible to Client via a Web browser through the Internet for managing business processes and information.

1.3. "Effective Date" shall be the date the Client or Contractor executes the Agreement, whichever is later in time.

1.4. "Initial Term" means the initial 36-month term commencing on the later of the Effective Date or the date that Client is first granted access to the DMS.

2. SERVICES AND LICENSES.

2.1. Contractor, or its subcontractor, will provide to Client the following services, to the extent, and only to the extent, set forth on mutually agreed Statement of Services (each, a "Statement of Services" or "SOS"), according to the terms of this Agreement: (i) software licenses; (ii) access to a cloud-based and/or local server for data management ("Data Management Services" or "DMS"); (iii) implementation of the DMS by integrating Client’s internal information systems with the DMS ("Implementation Services"); (iv) consulting and software integration services ("Consulting Services"); (v) Client care and support services ("Support Services"); (vi) outsourced business processing services ("BPO Services"); and (vi) other DMS projects ("Project Services"). The SOS is attached as Schedule A (the "Services"). Each SOS will include a description of each Service, the fee corresponding to each Service, and indicate whether the fee is recurring or nonrecurring. In the event of a conflict or inconsistency, this Agreement takes precedence over the SOS.

2.2. Contractor, or its subcontractor, may develop modifications to the DMS and/or new software programs (collectively, the "Developed Software"). Client waives any and all proprietary right or interest in any requested changes, modifications, suggestions, or comments communicated by Client to Contractor, or its subcontractor, and assigns to Contractor, or its subcontractor, any and all rights therein. Contractor, or its subcontractor, reserves all rights in the Developed Software, including, but not limited to, all intellectual property rights therein. Contractor, or its subcontractor, hereby grants to Client a non-exclusive, non-transferable, fully paid up license to use the Developed Software solely for use with the DMS and subject to the access limitations set forth herein.

3. ACCESS TO THE SERVICES AND/OR DMS AND PERMITTED USE.

3.1. Subject to the terms, conditions and limitations set forth in this Agreement, Contractor shall grant Client a non-exclusive, non-transferable (except as set forth herein), license, for the duration of the Term, to the Software and/or access and use the Services and/or DMS as set forth in Section 2.1. The Service and/or DMS offers access to the functionalities of the Software. The functionalities available as part of the Service may vary from time to time, provided however that removed functionality will be replaced with other functionality permitting performance of substantially the same fundamental activities. Client is responsible for using the License and materials therein in a manner that complies with the applicable requirements but shall not use the Services that would subject Contractor to additional regulatory requirements.

3.2. Client is responsible for ensuring that the Services and/or DMS shall only be accessed and used by individually named users who are employees of Client, Client Affiliates or Contractors and who are provided with a User ID by Contractor or its subcontractor. No more than one designated user shall have access to each User ID and Client shall ensure that User IDs are not shared. Client shall be responsible for all activities that occurs under each User ID and shall be liable for Contractor for any acts and omissions of each designated User. Contractor is not responsible for monitoring Client’s internal access process or Client’s internal access authorization outside the United States.

3.3. Client will not remove any proprietary notices of Contractor, or its subcontractor, or third parties found in or on the DMS or the Developed Software. Client shall not, and shall not allow third parties, to attempt to copy, modify, disassemble, or reverse engineer the DMS or the Developed Software. The DMS in object code and source code form, and all rights in the Services or DMS, including but not limited to all intellectual property rights therein, are and will remain the exclusive property of Contractor, or its subcontractor. Client will have no claim of ownership or any intellectual property rights in the Services or DMS. No rights other than those specifically stated herein are granted to Client, and Client will have no right to permit third-party access to the Services or DMS.

3.4. Client and Client Affiliates may use the Services and/or DMS to process its and their own data for its and their own internal and commercial business purposes, including data collection and reporting activities which Client or any Client Affiliate performs on behalf of its clients, provided, however, that Client shall not, and will ensure that Client Affiliates shall not directly or indirectly resell or sublicense the Licenses Services or purport to do so. Client shall not download, copy, decompile, revise, reverse engineer, modify or derive source code from the Services and/or DMS.
Master Software and Services Agreement

4. PAYMENTS.

4.1. For the Services provided under this Agreement, Client will pay to Contractor the fees in the amount and manner set forth in the applicable SOS. All fees and expenses incurred by Contractor in the performance of the Services will be billed to Client in advance on a monthly basis unless stated otherwise in the applicable SOS, in which case the terms of the applicable SOS will control. Contractor may adjust the rates and charges applicable following the expiration of the Initial Term upon at least ninety (90) days prior written notice. All fees paid and expenses reimbursed under this Agreement will be in U.S. dollars.

4.2. The applicable SOS may specify certain fees to be paid by electronic funds transfer. For those fees to be paid by electronic funds transfer, Client hereby authorizes Contractor to initiate an electronic funds transfer from Client’s bank account indicated in Schedule B in an amount equal to the fees set forth in the applicable SOS in accordance with the payment terms set forth in this Agreement and/or the applicable SOS. All payments made by electronic funds transfer will be paid in immediately available funds. For those fees payable to Contractor under this Agreement that are not paid by electronic funds transfer, Client will pay Contractor the invoiced amount within fifteen (15) days after Client’s receipt of an invoice from Contractor.

4.3. Contractor may assess Client a late fee of 1½% per month (not to exceed the maximum allowed under state law) on all balances not paid when due. Client agrees to pay any and all costs incurred in the collection of charges due and payable, including but not limited to reasonable attorneys’ fees, whether or not a lawsuit or other legal proceeding is instituted. Contractor, at its option, may suspend the Services, in whole or in part, if Contractor does not receive an amount due and owing under this Agreement within thirty (30) days after the due date. Contractor reserves the right to suspend all Services if Client is not current on all payment obligations to Contractor or its Subcontractors for the Services and all other obligations, including but not limited to equipment lease obligations.

4.4. Client will pay, or reimburse Contractor for, any out-of-pocket expenses, including, without limitation, travel and travel related expenses, incurred by Contractor at the request of or with the approval of Client in connection with the performance of this Agreement. Reasonable and customary expenses incurred by Contractor, including without limitation expenses incurred for travel, local transportation, lodging and meals, will be billed to Client at Contractor’s actual cost.

5. TAXES.

Client will pay all sales, use, transfer, privilege, excise, charges, surcharges or other taxes, and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby (collectively, the “Taxes”); excluding, however, income taxes on profits which may be levied against Contractor. In addition to the fees specified in the applicable SOS, the amount of any Taxes applicable to the transactions contemplated hereby will be paid by Client, or in lieu thereof, Client will provide Contractor with a tax exemption certificate acceptable to the applicable taxing authorities.

6. USE OF CLIENT’S DATA.

Client’s information is proprietary to Client and Contractor, or its subcontractor, will not use for itself nor disclose to any third party any information that is identifiable to Client or to employees of Client without the express written consent of Client. Client shall permit Contractor, or its subcontractor, to use data obtained from Client and others to prepare statistical analyses, provided that Contractor, or its subcontractor, will not reveal information identifiable to any person or specific Client.

7. SERVICES AND DMS.

7.1. To the extent Contractor or its subcontractors provide DMS hosting services, such hosting services will be made available to Client twenty-four hours a day, seven days a week less (i) scheduled DMS, hardware or service maintenance; (ii) downtime resulting from the acts or omissions of Client or Client’s employees, agents, contractors, or vendors, or anyone gaining access to the DMS by means of Client’s passwords or equipment; (iii) a failure of the Internet and/or the public switched telephone DMS or other event described in section 15 herein; or (iv) the occurrence of any event that is beyond Contractor’s, or its subcontractor’s, reasonable control (collectively, “Excusable Downtime”). Contractor, or its subcontractor, warrants that the Services and DMS will be available to Client at least 95% of the time during each month, excluding Excusable Downtime (“Uptime Warranty”); provided that Client satisfies the hardware and communication requirements set forth in the Services and/or DMS documentation and is otherwise current on all payment obligations to Contractor and its Subcontractors.

7.2. If the Services and/or DMS is down more than the Uptime Warranty during a month, then upon client request Contractor will credit to Client a pro-rated portion of the recurring fees set forth in the Initial SOS in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section 7.2, “pro-rated portion of the recurring fee” means the product obtained by multiplying the applicable recurring fee during the month of the failure by a fraction, the numerator of which will be the number of hours that the Services and/or DMS did not satisfy the Uptime Warranty (i.e. the excess of actual downtime over Excusable Downtime in the applicable month), and the denominator of which will be the total number of hours of the Uptime Commitment during the month that such failure occurred. THE FOREGOING REFUND WILL BE CLIENT’S SOLE AND EXCLUSIVE REMEDY FOR CONTRACTOR’S FAILURE TO COMPLY WITH THE UPTIME COMMITMENT IN THIS SECTION 7.2 AND CLIENT HEREBY DISCLAIMS ALL OTHER REMEDIES AVAILABLE IN LAW AND EQUITY RELATED TO THE UPTIME WARRANTY.
Master Software and Services Agreement

8. WARRANTIES AND INDEMNIFICATION.

8.1. Client represents and warrants (i) that Client either owns or has the right to authorize the reproduction of any hardcopy or electronic records provided to Contractor, or its subcontractor, (ii) the documents, materials or other records provided to Contractor, or its subcontractor, do not infringe any United States copyright, trademark, patents, trade secrets or other proprietary rights of any third-party. Client agrees to indemnify and hold Contractor harmless from and against all claims by any third-party that the documents, materials or records provided by Client pursuant to this Agreement infringe upon the third-party’s intellectual property rights, proprietary rights or were otherwise reproduced or processed in an unauthorized manner and (iii) the Services do not violate a federal, state or municipal law or regulation. Client will indemnify and hold Contractor and its affiliates, officers, directors, shareholders, employees, agents and representatives harmless from and against all damages, costs, expenses, and liabilities, including without limitation, reasonable attorneys' fees and expenses, from any third party claim of any kind against Contractor arising from Client's breach of this Agreement or negligence or willful misconduct arising in whole or in part under this Agreement.

8.2. Contractor represents and warrants (i) that Contractor either owns or has the right to grant the access license set forth herein, and (ii) that the Services do not infringe any United States copyrights, trademarks, patents, trade secrets, or other proprietary rights (collectively, “IP Rights”) of any third party. Contractor will indemnify and hold Client harmless from and against any damages, costs, expenses and liabilities, including reasonable attorneys’ fees, from any third party claims against Client arising from the breach of the representations and warranties set forth in this Section 8.2. The indemnification obligations are contingent upon Contractor being promptly notified of such claim, having the sole authority to defend or settle such claim, and receiving the reasonable assistance of Client in connection therewith at Contractor’s expense. Notwithstanding the foregoing, Contractor will have no indemnification obligation hereunder with respect to claims based on: (i) use of the Services and/or DMS except in accordance with this Agreement and Contractor’s written instructions; (ii) the combination of the Services and/or DMS with any other software or hardware; (iii) modifications of the Services and/or DMS not made by Contractor, or its subcontractor; or (iv) Client’s failure to implement changes recommended by Contractor, or its subcontractor, if the infringement would have been avoided in the absence of such combination, modifications or failure to implement recommended changes.

8.3. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY INDICATED IN THIS SECTION 8, THE SERVICES AND/OR DMS ARE PROVIDED “AS IS” AND NEITHER PARTY MAKES ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS TO THE OTHER PARTY WITH RESPECT TO THE DMS OR THE SERVICES PROVIDED HEREUNDER OR OTHERWISE, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY: WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

9. TERM AND TERMINATION.

9.1. Following the expiration of the Initial Term of this Agreement, this Agreement will automatically renew for additional successive terms of one (1) year (each a “Renewal Term”), unless either party provides written notice to the other party at least sixty (60) days prior to the end of the then current term of its intent not to renew the term of this Agreement.

9.2. In the event that either party hereto materially defaults in the performance of any of its duties or obligations under the Agreement and does not substantially cure such default within thirty (30) days after receiving written notice specifying the default, then the non-defaulting party may, by giving written notice thereof to the defaulting party, terminate this Agreement as of a date specified in such notice of termination. Termination of this Agreement for cause will terminate any SOS or SOS then in effect.

9.3. Termination of this Agreement by either party pursuant to the provisions of this Section 9 shall terminate each party’s obligations under this Agreement except for the provisions of Sections 4, 5, 6, 8, 9.3, and 10 all of which shall survive termination of this Agreement.

9.4. Client may terminate this Agreement during the Initial Term or any Renewal Term, upon sixty (60) days advance written notice to Contractor, without cause if Client pays Contractor a cancellation fee equal to one hundred (100) percent of the average actual fees charged for the prior four (4) month period, multiplied by the remaining billable months in the then applicable Initial Term or Renewal Term. Client agrees to pay any Cancellation Fee within fifteen (15) days of any specified early termination event. Client acknowledges that such Cancellation Fee is not a penalty, but is intended to be liquidated damages, the actual damages being difficult to determine in advance. Payment of the Cancellation Fee is the sole remedy for Client’s early termination.

10. LIMITED LIABILITY.

10.1. CLIENT AGREES THAT TOSHIBA, SUBCONTRACTORS AND ALL AFFILIATES' OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, OR REPRESENTATIVES WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR COSTS RESULTING FROM THE USE OR INABILITY TO USE THE DMS OR SERVICES, EVEN IF TOSHIBA HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

10.2. EXCEPT FOR A DATA BREACH, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF TOSHIBA, SUBCONTRACTORS, OR ITS AFFILIATES FOR ANY DAMAGES INCURRED BY CLIENT EVER EXCEED THE FEES RECEIVED BY TOSHIBA UNDER THIS AGREEMENT DURING THE
Master Software and Services Agreement

TWELVE MONTHS PRIOR TO THE TIME AT WHICH THE DAMAGES AROSE REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. TO THE EXTENT TOSHIBA OR ITS SUBCONTRACTOR IS IN BREACH OF SECTION 13, TOSHIBA’S ENTIRE LIABILITY IS LIMITED TO DIRECT, PROVEN DAMAGES BUT IN NO EVENT MORE THAN ONE HUNDRED THOUSAND DOLLARS ($100,000.00) PER OCCURRENCE AND TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) IN THE AGGREGATE.

10.3. SHIPPING TERMS ARE FOB SHIPPING POINT. TOSHIBA IS NOT RESPONSIBLE FOR DAMAGES INCURRED IN CONNECTION WITH THE PACKAGING, SHIPMENT OR DELIVERY OF DOCUMENTS, FILES OR BOXES FROM CLIENT LOCATION TO TOSHIBA, OR ITS SUBCONTRACTOR, FACILITIES.

11. NOTICES.

Any notice, approval, request, authorization, direction or other communication under this Agreement, except for billing and payment communication pursuant to section 4, shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the party to whom the same is directed; (ii) one business day after deposit with a commercial overnight carrier, with written verification of receipt, or (iii) five business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested postage and charges pre-paid or any other means of rapid mail delivery for which the receipt is available, to the address of the party set forth at the end of this document.

To Contractor: 25530 Commercentre Drive
Lake Forest, CA 92630

With a Copy to: TABS Legal Department
25530 Commercentre Drive
Lake Forest, CA 92630

To Client: Town of Pittsford
11 South Main Street
Pittsford, NY 14534

12. SCHEDULES AND EXHIBITS.

The following Schedule(s) and Exhibit(s) are attached to and made a part of this Agreement by this reference:

Schedule A: Statement of Services

13. DATA PROTECTION, SUBCONTRACTORS, DATA BREACH NOTIFICATION.

13.1 The Parties acknowledge and agree that (i) Client will be and remain the controller of the client material for purposes of the applicable laws relating to data privacy, personal data, transborder data flow and data protection; (ii) Client is the party instructing Contractor in relation to the use of the Client materials for activities including emailing, data collection, and reporting, and (iii) Contractor or its subcontractor will be processing Client materials on Client’s behalf.

13.2 Pursuant to Section 13.1, Contractor (i) does not participate in Client’s or Client’s Affiliates selection of the individuals targeted by e-mails or questionnaires or individuals to whom data or access to reports is provided; (ii) does not influence or control the type of data and information gathered from individuals or the content of the material displayed to individuals, and (iii) does not influence or control the use and distribution of the data and information collected or inputted by Client or Client Affiliates.

13.3 Contractor shall maintain and shall ensure any third-party subcontractor maintains commercially reasonable technical and organizational processes to protect (i) against the unauthorized access to such Personal Data; and (ii) against accidental loss or destruction of or damage to such Personal Data held or processed by it all times in accordance with generally accepted industry practice.

13.4 Client hereby authorizes Contractor to use third party suppliers to manage the Services and/or DMS and the hosting environment therein as of the Effective Date.

14. INSURANCE.

During the Term, and for a period of three (3) years after its termination or expiration, the parties shall procure and maintain with a reputable insurance company, the following insurance coverage:
14.1 During the Term, and for a period of three (3) years after its termination or expiration, Contractor shall procure and maintain the following insurance coverage: (i) for purposes of Contractor’s obligations set forth in section 13.3, Contractor shall maintain cybersecurity coverage in an amount no less than as required under section 10 herein, and (ii) for purpose of Contractor’s indemnity obligations set forth in section 8 herein, general liability coverage with limits as required under section 10 herein.

14.2 During the Term, and for a period of three (3) years after its termination or expiration, Client shall procure and maintain the following insurance coverage: for purpose of Client’s indemnity obligations set forth in section 8 herein, general liability coverage with limits no less than $100,000.00 per occurrence and $250,000 aggregate.

14.3 Upon request by either party, either Contractor or Client, as the case may be, will provide proof of insurance coverage. In the event that any such insurance coverage is canceled, terminated or not renewed, Contractor or Client, as the case may be, shall immediately notify the other party of such action and shall procure replacement insurance coverage without delay.

15. MISCELLANEOUS.

In the event that either party’s performance is delayed, prevented, obstructed or inhibited because of any act of God, fire, casualty, delay or disruption in transportation or utilities flood, war, strike, lockout, epidemic, destruction or shutdown of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, any full or partial failure of any communications or computer DMS or any cause beyond such party’s reasonable control, the party’s performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of default by either party, Client shall not assign or otherwise transfer all or any or of its rights, obligations or interest under this Agreement without the written consent of Contractor, which shall not be unreasonably withheld, and any attempt to do so shall be void and of no force or effect for any purpose whatsoever and shall constitute a breach of this Agreement. The failure of either party to insist upon the performance of any provision herein or to exercise any right or privilege granted to it hereunder will not be construed as a waiver of such provision or any provisions herein, and the same will continue in full force. The various rights and remedies given to or reserved by either party herein or allowed by law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any breach or any provision be considered an acceptance of any continuing or subsequent breach of the same provision. The Agreement and the Services will be governed by and interpreted in accordance with the internal laws of the state of California, excluding its conflict of law rules. Any action, suit, or other proceeding shall be brought by either party against the other party in a State or Superior court of competent jurisdiction in Orange County, California. Both Parties hereby submit to the exclusive jurisdiction of such courts and waive any objection to jurisdiction or venue in any such proceeding.

This Agreement, together with the exhibits attached hereto which are hereby incorporated herein, sets forth the entire agreement between the parties relating to the subject matter hereof, and supersedes any and all prior agreements of the parties with respect to the subject matter hereof. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the duly authorized representatives of both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and all which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and made effective as of the Effective Date.

CLIENT NAME:  TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.:
ADDRESS:  ADDRESS:
BY:  BY:
NAME:  Timothy J. O’Neil
TITLE:  Executive Vice President
DATE:  DATE:

CLIENT NAME:  TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.:
ADDRESS:  ADDRESS:
BY:  Timothy J. O’Neil
NAME:  Executive Vice President
TITLE:  DATE:

CLIENT NAME:  TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.:
ADDRESS:  ADDRESS:
BY:  Timothy J. O’Neil
NAME:  Executive Vice President
TITLE:  DATE:

CLIENT NAME:  TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.:
ADDRESS:  ADDRESS:
BY:  Timothy J. O’Neil
NAME:  Executive Vice President
TITLE:  DATE:

CLIENT NAME:  TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.:
ADDRESS:  ADDRESS:
BY:  Timothy J. O’Neil
NAME:  Executive Vice President
TITLE:  DATE:
Budget Amendment

Be it resolved that the following is approved:

That 3.7410.4127.24.3 (Library: E-Materials) be increased by $9,649.17. The source of the funds will be grant money from the Friends and Foundation of the Rochester Public Library (FFRPL).
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## Accounts Payable Listing

### April 2022

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# ACCOUNTS PAYABLE LISTING
## FOR TOWN BOARD APPROVAL
### APRIL 2022

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- DAVISON: **7.37**
- DEBBIE SUPPLY INC: **233.06**
- DELL MARKETING L.P.: **34,411.12**
- DOLOMITE PRODUCTS CO INC: **1,008.26**
- DOWARD: **364.00**
### ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
APRIL 2022

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**VENDOR TOTAL**

- EDP, KGS, LLC: 364.00
- EDWARDS TREE & LANDSCAPE: 87.50
- ELMER W. DAVIS, INC.: 3,335.00
- EMPIRE TENNIS, LLC: 523.60
- EVEVSKY: 472.50
- EXCELLUS: 762.50

**TOTAL VENDOR TOTAL:** 762.50
## ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
APRIL 2022

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### April 2022

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APRIL 2022

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VENDOR TOTALS:
- MONROE COUNTY DIRECTOR OF FINANCE: $139.75
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- MURRAY: $470.40
- MUTUAL OF OMAHA: $3,098.79
- MVP HEALTH CARE: $163,432.07
- NAPA AUTO PARTS: $46.49
- NEW YORK MARKING DEVICES CORP.: $189.40
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# Accounts Payable Listing

**For Town Board Approval**

**April 2022**

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<td>155461</td>
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<td>155462</td>
<td>001506988</td>
<td>REBAR AND FIBRE TUBE</td>
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<td>PJS</td>
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<td>001507072</td>
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<td>03232022</td>
<td>GENERAL ELECTION - NOVEMBER 2, 2021 - S</td>
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# ACCOUNTS PAYABLE LISTING
## FOR TOWN BOARD APPROVAL
### APRIL 2022

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<tr>
<th>VENDOR NAME</th>
<th>APPV BY</th>
<th>VOUCHER NO</th>
<th>INV #</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
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<tr>
<td>THE WARRIOR FACTORY, LLC</td>
<td>JRH</td>
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<td>JB</td>
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<td>5707785</td>
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<td>ULINE INC.</td>
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<td>155547</td>
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<td>CREDIT FOR RETURNED WIPE DISPENSER</td>
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<td>USI INSURANCE SERVICES LLC</td>
<td>BWL</td>
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<td>ADD VEHICLE TO INSURANCE</td>
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<td>VAN BORTEL FORD</td>
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**VENDOR TOTALS**
- THE WARRIOR FACTORY, LLC: $75.00
- TOLLS BY MAIL: $17.88
- TOSHIBA BUSINESS SOLUTIONS: $1,328.54
- ULINE INC.: $349.74
- USI INSURANCE SERVICES LLC: $181.00
- VAN BORTEL FORD: $370.90

**TOTAL**: $2,154.58
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<th>VENDOR NAME</th>
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<td>VERIZON WIRELESS</td>
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<td>VERNICK</td>
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<td>WISSET</td>
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<td>INSTRUCTOR PAYMENT FOR TINY TAP AND BALL</td>
<td>457.38</td>
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## Accounts Payable Listing

**For Town Board Approval**

**April 2022**

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Appv By</th>
<th>Voucher No</th>
<th>Invoice No</th>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>XYLEM WATER SOLUTIONS USA, INC.</td>
<td>PJS</td>
<td>155467</td>
<td>3556C13616</td>
<td>CONNECTION KIT FOR DOWNING PUMP STATION</td>
<td>2,104.60</td>
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<td></td>
<td>PJS</td>
<td>155479</td>
<td>3556C14329</td>
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<td><strong>Vendor Total</strong></td>
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<td><strong>Report Total</strong></td>
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<td><strong>442,994.82</strong></td>
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</tbody>
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**End of Report**
MEMORANDUM

To: Pittsford Town Board
From: Brian Luke, Director of Finance
Date: March 30, 2022
Regarding: Surplus Inventory
For Meeting On: April 5, 2022

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

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

<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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<tr>
<td>14398</td>
<td>2006</td>
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<td>20169</td>
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<td>2013</td>
<td>UTILITY BOX FOR # 502-1</td>
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<td>5,697.00</td>
<td>Auction</td>
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<td>18805</td>
<td>2016</td>
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<td>14324</td>
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<td>17525</td>
<td>2013</td>
<td>CUT-SAW (W/ CART, WATER TANK)</td>
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<td>14096</td>
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<td>10002</td>
<td>1980</td>
<td>IBM SELECTRIC II - BLUE</td>
<td>Clerk</td>
<td>800.00</td>
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</table>
MEMORANDUM

To: Town Board

From: Brian Luke, Director of Finance

Date: March 30, 2022

Regarding: Court Financial Review

For Meeting On: April 5, 2022

The Uniform Justice Court Act requires that Town Justices annually present their court records and dockets, and that the Town Board acknowledge that this has been done.

The Town’s auditor, Bonadio & Co., has reviewed the Justice Court records for fiscal year 2021. There were no findings in its FY21 Court Review.

At this time, I am requesting that the Town Board adopt the following resolution acknowledging that the required review has been conducted.

Resolved, that the Town Board acknowledges that the required Justice Court financial review, pursuant to Section 2019-a of the Uniform Justice Court Act, has been conducted and filed with the Town Clerk.
TOWN OF PITTSFORD, NEW YORK
JUSTICE COURT

Independent Accountant’s Report
On Applying Agreed-Upon Procedures
For the Year Ended December 31, 2021

Bonadio & Co., LLP
Certified Public Accountants
INDEPENDENT ACCOUNTANT’S REPORT
ON APPLYING AGREED-UPON PROCEDURES

February 28, 2022

To the Town Board of the
Town of Pittsford, New York:

We have performed the procedures enumerated below, which were agreed to by the Town of Pittsford, New York (the Town), on the transactions of Town Justice John Bernacki, Jr. and Town Justice Michael Ansaldi (collectively, the Justices) (the specified parties) for the year ended December 31, 2021. The Town’s management is responsible for the Justices’ transactions. The Town has agreed to and acknowledged that the procedures performed are appropriate for their intended purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

Procedure #1
Complete the Justice Court checklist as documented in Appendix 10 of the New York State Office of the State Comptroller “Annual Checklist for Review of Justice Court Records”.

Findings
Procedure performed without exception.

Procedure #2
Obtain an understanding of the internal accounting controls over the procedures for handling cash and recording transactions through discussions with the Court Clerks.

Findings
Procedure performed without exception.

Procedure #3
Obtain the bank reconciliations for the Justices’ bail and fine accounts for each of three months selected (February, July, and October 2021) and compare to supporting documentation such as original bank statements and outstanding check lists.

Findings
Procedure performed without exception.

Procedure #4
Obtain a haphazard sample of ten (10) receipts and ten (10) disbursements from each Justice’s fine and bail accounts for the year ended December 31, 2021 and compare to supporting documentation such as ticket, casework or monthly report.

Findings
Procedure performed without exception.
Procedure #5
Obtain a haphazard sample of three (3) transactions of accounts receivable for the year ended December 31, 2021 and compare to supporting documentation.

Findings
We noted that there were no receivables at year end. Therefore, this procedure was not performed.

We were engaged by the specified parties to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the transactions of each Justice. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the specified parties and to meet other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the Town, the Town Board, and the Justices and is not intended to be and should not be used by anyone other than those specified parties.

Bonadio & Co., LLP
## TOWN OF PITTSFORD
### Expense Control Report
**Fiscal Year: 2022**  **Period From: 1 To: 12**

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<th>Fund 0001</th>
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<th>TOWN BOARD</th>
<th>PERSONAL SERVICES</th>
<th>Original Budget</th>
<th>YTD Adjusted Budget</th>
<th>YTD Actual Expended</th>
<th>YTD Unexpended Balance</th>
<th>YTD Encumbered</th>
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## TOWN OF PITTSFORD

### Expense Control Report

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### Expense Control Report

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### Expense Control Report

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# Expense Control Report

**Fiscal Year:** 2022  **Period From:** 1 To 12

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## TOWN OF PITTSFORD
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**Period From: 1 To: 12**  
**Prepared By: BRIAN**

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### Fiscal Year 2022: Period From 1 To 12

**Total Department Available Balance:**

- **Fund 0002:** $96,345.00
- **Dept 1990:** $50,000.00
- **Dept 3620:** $283,316.00
- **Dept 4560:** $350.00
- **Dept 8010:** $4,200.00
- **Dept 8200:** $382,310.00
- **Dept 8160:** $297,600.00
- **Dept 9010:** $84,742.00
- **Dept 9030:** $44,005.00
- **Dept 9040:** $44,005.00

**Total Available Balance:** $292,793.22

**Percent of Expenditures:**

- **Fund 0002:** 54.86%
- **Dept 1990:** 0.00%
- **Dept 3620:** 17.03%
- **Dept 4560:** 0.00%
- **Dept 8010:** 34.79%
- **Dept 8200:** 21.25%
- **Dept 8160:** 2.32%
- **Dept 9010:** 0.00%
- **Dept 9030:** 21.51%
- **Dept 9040:** 0.00%
## TOWN OF PITTSFORD
### Expense Control Report

**Fiscal Year:** 2022  **Period From:** 1 To: 12

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## TOWN OF PITTSFORD

### Expense Control Report

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|                | 0.00      | 600.00          | 600.00          | 153.00          | 447.00          | 0.00            | 447.00 | 25.50 |

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|                | 0.00            | 72,461.00       | 72,461.00       | 15,346.10       | 57,114.90       | 0.00            | 57,114.90 | 21.18 |

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| Total Dept 9040 | WORKERS COMPENSATION |  |  |  |  |  |  |  |
|----------------|----------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
|                | 0.00 | 9,725.00 | 9,725.00 | 6,845.67 | 2,879.33 | 0.00 | 2,879.33 | 70.39 |

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| Total Dept 9045 | LIFE INSURANCE |  |  |  |  |  |  |  |
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|                | 0.00 | 350.00 | 350.00 | 53.64 | 296.36 | 0.00 | 296.36 | 15.33 |

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| Total Dept 9050 | UNEMPLOYMENT INSURANCE |  |  |  |  |  |  |  |
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|                | 0.00 | 1,500.00 | 1,500.00 | 0.00 | 1,500.00 | 0.00 | 1,500.00 | 0.00 |

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</table>

| Total Dept 9055 | DISABILITY INSURANCE |  |  |  |  |  |  |  |
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|                | 0.00 | 1,500.00 | 1,500.00 | 90.12 | 1,409.88 | 0.00 | 1,409.88 | 6.01 |

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</table>

| Total Dept 9060 | HOSPITALIZATION |  |  |  |  |  |  |  |
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|                | 0.00 | 196,000.00 | 196,000.00 | 56,160.35 | 139,839.65 | 0.00 | 139,839.65 | 28.65 |

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| Total Dept 9089 | MISC. EMPLOYEE BENEFITS |  |  |  |  |  |  |  |
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|                | 0.00 | 300.00 | 314.00 | 54.00 | 260.00 | 0.00 | 260.00 | 17.20 |

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## TOWN OF PITTSFORD
### Expense Control Report

**Fiscal Year: 2022** Period From: 1 To: 12

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## Expense Control Report

**Fiscal Year:** 2022  **Period From:** 1 To: 12

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<th>Fund 0004</th>
<th>HIGHWAY WHOLE TOWN FUND</th>
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<th><strong>Original Budget</strong></th>
<th><strong>YTD Adjusted Budget</strong></th>
<th><strong>YTD Actual Expended</strong></th>
<th><strong>YTD Unexpended Balance</strong></th>
<th><strong>YTD Encumbered</strong></th>
<th><strong>YTD Available Balance</strong></th>
<th><strong>Percent Exp. Balance</strong></th>
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<td>2,545.00</td>
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# TOWN OF PITTSFORD
## Expense Control Report

**Fiscal Year: 2022**  
**Period From: 1 To: 12**

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<td>EMPLOYEE BENEFITS</td>
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<th>MISC. EMPLOYEE BENEFITS</th>
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## Expense Control Report

**Fiscal Year:** 2022  **Period From:** 1  **To:** 12

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<tr>
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**NOTE:** One or more accounts may not be printed due to Account Table restrictions.
## TOWN OF PITTSFORD
### Revenue Control Report

**Fiscal Year: 2022**  **Period From: 1 To: 12**

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<th>Curr. Month Revenue Receipts</th>
<th>Curr. Month Budget Balance</th>
<th>Original Budget</th>
<th>YTD Adjusted Budget</th>
<th>YTD Revenue Receipts</th>
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<th>Percent Received Balance</th>
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**Total Fund 0001**  **GENERAL FUND**

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# Revenue Control Report

**TOWN OF PITTSFORD**

Fiscal Year: 2022  Period From: 1 To: 12

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<th>YTD Adjusted Budget</th>
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<th>Percent Received Balance</th>
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Total Fund 0002 | PART TOWN FUND | 0.00 | 0.00 | 1,429,050.00 | 1,430,682.00 | 14,881.08 | 1,415,800.92 | 1.04 |
## Revenue Control Report

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### TOWN OF PITTSFORD

**Revenue Control Report**

Fiscal Year: 2022  Period From: 1 To: 12

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**Prepared By:** BRIAN
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APRIL 2022

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FOR TOWN BOARD APPROVAL
APRIL 2022

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## Accounts Payable Listing

**For Town Board Approval**

**April 2022**

<table>
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<tr>
<th>Vendor Name</th>
<th>Appv By</th>
<th>Voucher No</th>
<th>Inv #</th>
<th>Description</th>
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**Vendor Total**

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<tr>
<td>NAPA Auto Parts</td>
<td>131.76</td>
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**Vendor Total**

35,715.76
### ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
APRIL 2022

<table>
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<tr>
<th>VENDOR NAME</th>
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<th>DESCRIPTION</th>
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VENDOR TOTAL: 22,130.63
# Accounting Payable Listing

## For Town Board Approval

**April 2022**

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<tr>
<th>Vendor Name</th>
<th>Voucher No</th>
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### ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
APRIL 2022

<table>
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<tr>
<th>VENDOR NAME</th>
<th>VOUCHER</th>
<th>NO</th>
<th>INV #</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
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</table>

**VENDOR TOTAL** 8,446.00

**REPORT TOTAL** 134,266.74

**END OF REPORT**
MEMORANDUM

To: Pittsford Town Board
From: Paul Schenkel - Commissioner of Public Works
Date: March 21, 2022
Regarding: Renewal of RG&E Auburn Trail License
For Meeting On: April 5, 2022

Ladies and Gentlemen:

Since 1991, the Town has had a License Agreement with Rochester Gas & Electric Corporation, through which we were able to establish the "Auburn Trail" along the old New York Central Railroad right-of-way. The License covers an area extending from the Town's southern boundary to the Brighton Town line.

The most recent version of the License Agreement has expired and needs to be extended.

In that regard, attached is proposed "Amendment 2" to the License Agreement which was entered into in 2001, and again in 2014, which would extend the term of the License to March 21, 2031. Except for the addition of the prohibition of motorized vehicles and change of address, all other terms and conditions of the 2001 License would remain in full force and effect. A copy of the 2001 License is attached to the proposed extension.

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

RESOLVED, that the Town Board authorize the Town Supervisor to sign the proposed extension to the Auburn Trail License Agreement with Rochester Gas & Electric Corporation to March 21, 2031.
March 14, 2022

Mr. Paul Schenkel  
Commissioner of Public Works  
Town of Pittsford  
11 S. Main Street  
Pittsford, New York 14534

Re: Trail License Extension

Mr. Schenkel:

Enclosed please find a copy of the new Trail License agreement which is identified as Amendment Number 2. The only changes included were the prohibition of motorized vehicles and the new mailing address for RG&E.

If this is acceptable to you, please sign in the presence of a Notary, and return in the self-addressed envelope. Once I have it executed by our staff I will provide you a copy of the completed document.

Sincerely,

[Signature]

Paul A. Hood  
Supervisor of Right of Way- Lead Agent  
Rochester Gas and Electric Corporation

Encl:
AMENDMENT NUMBER 2
TO THE TRAIL LICENSE
(RGE DOCH 90345)

BETWEEN

ROCHESTER GAS AND ELECTRIC CORPORATION

AND

TOWN OF PITTSFORD

THIS AMENDMENT AGREEMENT is made the ___________ day of __________, 2022, by and between ROCHESTER GAS AND ELECTRIC CORPORATION, a New York Corporation with its principal office at 89 East Avenue, Rochester, New York 14649 (hereinafter “RG&E”) and the TOWN OF PITTSFORD, a municipal corporation with offices at 11 South Main Street, Pittsford, New York (hereinafter “Licensee”).

WITNESSETH:

WHEREAS RG&E and the Licensee entered into a Trail Licensee entered into a Trail License dated as of April, 2001 that allowed Licensee to develop and maintain a multi-use trail along RG&E Property No. 1106 beginning at the intersection of the north line of the Town of Pittsford and the centerline of the former railroad (Valuation Map V88-87)(hereinafter the “Trail).

NOW THEREFORE in consideration of the mutual covenants and agreements contained in the Trail License and hereinafter set forth, the parties agree as follows:

TERM

The Trail License is extended for an additional 10-year period ending March 21, 2031, unless sooner terminated.

Paragraph 8 add sub-paragraph (h)

Except for emergency conditions Licensee shall prohibit persons to operate motorized vehicles upon the trailway. Motorized vehicles shall include but are not limited to motorcycles, all terrain vehicles, snow mobiles etc.

Paragraph 23

Amend (b) to read “if for RG&E, addressed to Rochester Gas and Electric Corporation, 180 South Clinton Ave., Rochester, New York 14604 Attn: Energy Land Management.

All other terms, conditions and provisions of the Trail License shall remain in full force and effect and are incorporated herein by reference and made a part of this Amendment Agreement No. 2 as though fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2. As of the date first written.

[signature page follows]
TOWN OF PITTSFORD

By: __________________________

Title: __________________________

ROCHESTER GAS AND ELECTRIC CORPORATION

By: __________________________
    Timothy Altier
    Manager
    Energy Land Management

State of New York
County of Monroe) ss:

On the __________ day of __________ in the year __________, before me, the undersigned, a Notary Public in and for said State, personally appeared ________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

______________________________
NOTARY

State of New York
County of Monroe) ss:

On the __________ day of __________ in the year __________, before me, the undersigned, a Notary Public in and for said State, personally appeared ________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

______________________________
NOTARY
TRAIL LICENSE
(renewal of RG&E Document # 90345)

This agreement made this

\[ \text{June} \]

\[ \text{April} \]

2002, between ROCHESTER GAS AND ELECTRIC CORPORATION, a New York corporation with its principal office at 89 East Avenue in the City of Rochester, Monroe County, New York, "RG&E", and TOWN OF PITTSFORD PARKS AND RECREATION, with its principal office at 35 Lincoln Avenue, Pittsford, New York 14534, "Licensee".

WHEREAS, Licensee wishes to acquire rights to use land owned by RG&E to be used for the public purpose of walking, hiking, jogging and cross country skiing trails or other legal public purpose as approved by the Town Board in order to enhance the conservation and enjoyment of natural or scenic resources and to further the general welfare of the public; and

WHEREAS, the State of New York, by way of the Environmental Quality Bond Acts of 1972, 1986 and 1989 and in General Obligations Law Section 9-103, has encouraged municipalities to acquire rights to use land to be used for trails as part of a statewide trail system; and

WHEREAS, RG&E is willing to allow the general public to use a portion of its land as walking, hiking, jogging and cross country skiing trails in the Town of Pittsford if certain conditions are met.

NOW THEREFORE, the parties agree as follows:

In consideration of the sum of One Dollar ($1.00), and in consideration of the agreements contained hereinafter, RG&E grants without warranty of any kind to Licensee a revocable, non-exclusive license, to a parcel of property known as a portion of RG&E Property No. 1106 in the Town of Pittsford (the "Trail"), subject to the rights granted to other for use of the right-of-way and subject to any prior fee conveyances, beginning at the intersection of the north line of the Town of Pittsford and the centerline of the former railroad (Valuation Map V88-94) to the intersection of the south line of the Town of Pittsford and the centerline of the former railroad (Valuation Map V88-87) (hereinafter "Premises"), to construct, maintain, operate, repair, and remove a walking, jogging, hiking, bicycling and cross country skiing trail and other legal public purposes as determined by Licensee (hereinafter referred to as "Permitted Activities".)

It is understood and agreed that this license is granted upon the following terms and conditions:

1. This license is granted solely for use of the Trail for Permitted Activities for a period of 10 years from April 1, 2001 thru March 31, 2011, unless sooner terminated as provided below.
2. Licensee shall have the right to construct, maintain, operate, repair and remove improvements and installations on the surface of the premises and to place thereon directional signs, trail identification signs, regulatory signs, and control structures to prohibit unlawful use of the Trail and to foster and improve enjoyment thereof, subject to the provisions of paragraphs 6 and 7 herein.

3. Licensee shall have the right to protect the premises from erosion and enhance the scenic value of the licensed premises by planting and removing trees, plants or shrubs where and to the extent deemed necessary by Licensee, subject to the provisions of paragraphs 6 and 7 herein.

4. Upon the expiration or termination of any of the rights granted in this agreement, the premises of RG&E shall be left in a good condition satisfactory to RG&E. All facilities, improvements or installations must be removed from the premises upon expiration or termination of the License, except that particular facilities, installations or improvements may remain on the premises upon Licensee obtaining express written approval from RG&E.

5. RG&E makes no representations to Licensee or any other person as to the adequacy, safety or fitness of the premises for the Licensee's or any other person's intended use nor does RG&E make any representations to Licensee or any other person as to the condition of the premises. Licensee agrees to inspect the premises to determine the adequacy, safety and fitness and compliance with laws of the premises from time to time as necessary. Licensee agrees to maintain the premises and improvements thereon in safe condition and to keep the premises free from hazards. Under no circumstances shall RG&E be required to improve or in any way alter the premises as a result of or in connection with the License.

6. Licensee shall submit all plans and specifications for any work to be done on the premises to RG&E at least thirty days before any work is commenced, whether in regard to an original installation or in regard to a subsequent exercise of the rights granted herein. RG&E shall have the right to require changes in such plans and specifications to the extent it deems such changes necessary or desirable. Under no circumstances will RG&E be held to have any knowledge of the adequacy, safety or appropriateness of the plans and specifications. RG&E requires said plans and specifications solely to (a) determine and advise Licensee of conflicts with RG&E's present or planned facilities, and (b) have them available to assist RG&E in its future use of the premises. Licensee will bear all costs in constructing, maintaining, repairing, operating and removing the improvements, including the planting and removal referred to in paragraph "3" and will reimburse RG&E for any expenses incurred by RG&E made necessary by improvements including, but not limited to, gates to RG&E's access roads and relocation of facilities so as to provide for required clearances. Nothing contained in this License shall prevent RG&E from making improvements at its own expense, if RG&E so desires.
7. Licensee shall notify RG&E of the dates on which any work is to commence and terminate at least five days prior to each such date. If such five day notice is impossible, Licensee shall notify RG&E as far in advance as is reasonably possible. RG&E shall have the right to have a representative present during such work and such representative shall have the right to require work to be halted at any time if he or she reasonably deems it necessary to protect RG&E’s property or facilities; however, such right shall impose no duty whatsoever upon RG&E.

8. Licensee shall not cause, nor, insofar as may be reasonably possible, shall it permit persons using the premises to cause, (a) damage to the premises, including but not limited to natural growth thereon, except as clearly necessary for the exercise of the privileges granted herein, and then only in accordance with paragraphs 6 and 7, (b) littering or befouling of the licensed premises or other property of RG&E of which the premises are a part, (c) any fire to be set or started upon or about the premises, intentionally or accidentally, (d) a nuisance to persons adjacent to the premises, to other licensees, to RG&E, or to the public in general, or improper or illegal conduct upon the premises, (e) the discharge of firearms on or about the premises, (f) fencing or obstruction of any part of the premises without the written consent of RG&E, (g) discrimination against any person by reason or race, creed, color, national origin, or sex in the exercise of the privileges granted herein.

9. Licensee shall avoid, and shall be liable to RG&E for, damage to or interference with RG&E’s facilities, which are now or hereafter upon the premises, by Licensee or by persons using the premises.

10. RG&E shall have the right to use, for any purpose, the space above the premises and such portions of the premises on or below the ground as are not actually in use by Licensee. Regardless of impairment of Licensee’s rights, RG&E expressly reserves the right to install any of its utility facilities including, but not limited to, electric lines, conduits, wires, cables, guys, poles, towers, anchors and other appurtenances, as well as gas mains, pipes, connections and other appurtenances.

11. Should it appear necessary or desirable (such necessity or desirability being determined solely by RG&E) that RG&E have the use of any portion of the premises for any of its own public utility uses, and that such use by RG&E would interfere with Licensee’s then existing use of the premises, Licensee will, within thirty days after receipt of a written request so to do from RG&E, relocate, at its own expense, such parts of its facilities as are designated in the request to other locations within the premises of RG&E.
12. Notwithstanding anything expressly or impliedly contained herein to the contrary, RG&E shall have the right, at any time and in its sole discretion, to demand removal of any and all facilities, improvements or installations made or installed by Licensee and/or to revoke and terminate this License and the privileges it confers by giving not less than ten days' written notice to Licensee. Upon expiration of said notice period, this License and privileges herein granted shall be absolutely terminated and extinguished, save for the removal, reimbursement and indemnity obligations contained elsewhere herein. Upon the expiration of said notice period or if RG&E and Licensee determine that a longer period is necessary, Licensee shall have removed all of its facilities, improvements or installations installed by or for it upon the premises and shall have restored the premises to a good condition satisfactory to RG&E, all at the expense of Licensee; or, upon the failure of Licensee so to do within said notice period or such longer period as agreed to by RG&E and Licensee, RG&E shall have the right, without further notice, to accomplish, or have accomplished, said removal and Licensee hereby agrees to pay the cost thereof upon demand.

13. It is understood that Licensee shall not construct, maintain, operate or repair its facilities, improvements or installations at any point less than ten feet from RG&E's installations, facilities, equipment, or appurtenances except in any instance where a subsequent installation by RG&E makes such clearance impossible without a relocation by Licensee in which latter instance the then existing clearance will be maintained by Licensee unless paragraph 11 is invoked by RG&E.

14. Licensee shall cause the premises to be used in strict compliance with any federal, state and local statute, law, ordinance, code, rule or regulation.

15. Licensee shall not cause, nor insofar as may be reasonably possible, permit or suffer the storage, use, emission, dumping, depositing, placing, burying or disposing, in any manner, of any hazardous materials or wastes, toxic materials or wastes, and solid, liquid or semi-solid wastes as such terms are defined and regulated under any federal, state or local statute, law, ordinance, code, rule or regulation, and shall indemnify and hold harmless RG&E, its successors or assigns, from any and all claims, demands, loans, damages, cost or expenses (including attorney's fees and court costs) that are incurred or asserted in connection with Licensee's failure to observe such statutes, laws, ordinances, codes, rules or regulations.

16. The Licensee shall provide notice to RG&E within twenty-four hours of the occurrence of any injury, death or property damage upon the Premises and also in the event of any release, emission, dumping, depositing, placing, burying or disposing of any hazardous, toxic or petroleum based wastes or materials or solid, liquid or semi-solid wastes as such terms are defined and regulated under any federal, state or local statute, law, ordinance, code, rule or regulation.
17. Neither RG&E nor the officers, employees, agents or servants of RG&E shall be liable for personal injury or property damage to any person caused by the carelessness, negligence or conduct of Licensee or any other person in the use of the premises connection with this License. Licensee agrees to defend, indemnify and hold harmless RG&E and the officers, employees, agents or servants of RG&E from any and all claims and damages, costs, expenses (including costs of defending any claims, including attorney's fees, and costs of responding to or participating in any Public Service Commission investigations or proceedings brought against RG&E or Licensee because of any knowing or unknowing violations by Licensee of any applicable Public Service Commission investigations or proceedings brought against RG&E or Licensee because of any knowing or unknowing violations by Licensee of any applicable Public Service Commission opinions or regulations to which RG&E is subject), and liability of whatsoever kind or nature arising out of or in any way caused by, directly or indirectly, the existence of this license, the presence of Licensee’s facilities on the premises, or the acts or failure to act of Licensee, its agents, employees, servants, contractors, invitees or any other persons under the direction and control of any of the foregoing.

18. Licensee shall purchase and maintain in effect at all times a protective liability and property damage insurance policy from an insurance company licensed to do business in the State of New York to cover the premises, designating RG&E, its officers, employees, agents and servants as named or additional insured. The comprehensive general liability shall include contractual liability, independent contractors and personal injury liability insurance with limits of $1,000,000 per occurrence and $1,000,000 aggregate for bodily injury and with limits of $1,000,000 per occurrence and $1,000,000 aggregate for property damage. Licensee shall annually furnish to RG&E written notice of any change in, or cancellation of, coverage under the policy at least thirty days prior to the effective date of such change or cancellation. The insurance policy shall also provide that the issuing company will provide to RG&E such notice as specified in the notice provision hereof. The rights granted by this License shall immediately terminate upon the lapsing or cancellation of the insurance policy required by this provision.

19. Licensee may not abandon the facilities, installations or improvements it places or causes to be placed within or upon the premises without the prior written consent of RG&E. If Licensee ceases to use or maintain its facilities, installations or improvements and RG&E demands that the facilities, installations or improvements be removed (in the manner set forth in paragraph 12), Licensee shall cause the same to be removed, the premises to be restored to an orderly condition as close to their original condition as possible, all at the Licensee's expense. Should Licensee fail to so remove within said notice period and RG&E requires such removal, RG&E shall have the right, without further notice, to accomplish, or have accomplished, said removal and Licensee hereby agrees to pay the cost thereof upon demand.

20. At no time shall the activities on, or use of, the premises (or RG&E’s property of which the premises are a part) by Licensee or persons who are sponsored by, guests of, associated with, in the company of, or members or employees of Licensee be deemed adverse or hostile to RG&E, nor shall such activities or uses create in any person any real property interests or prescriptive rights.
21. This license may not be assigned or transferred by Licensee in any manner.

22. RG&E shall have the right to withhold any consent of RG&E referred to herein for any reason or without reason, in RG&E's sole discretion.

23. All notices, demands and requests which may be or are required to be given by any party to the other shall be in writing and shall be deemed given when sent by United States Registered or Certified Mail, postage prepaid, (a) if for Licensee, addressed to TOWN OF PITTSFORD PARKS AND RECREATION, ATTN: DOUG MCVAY, 35 LINCOLN AVENUE, PITTSFORD, NEW YORK 14534 or at such other place as Licensee may from time to time designate by written notice to RG&E, or (b) if for RG&E, addressed to Rochester Gas and Electric Corporation, 89 East Avenue, Rochester, New York 14649, Attention: Manager, Property Management Services or at such other place as RG&E may from time to time designate by notice to Licensee.

24. Licensee recognizes that RG&E may grant or have previously granted rights to other parties above, on or below the premises. Should any conflict arise, Licensee shall use their best efforts to resolve the same. If questions remain unresolved, RG&E shall be the sole arbiter.

25. This agreement is executed in duplicate; each party has one and each is an original for all purposes.

26. This agreement shall take effect only when signed by both parties and Licensee shall have complied with the insurance obligations set forth herein.

27. Licensee shall not record this License in the County Clerk's Office or any other place designated for recording or filing without the express written approval of RG&E.
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed.

ROCHESTER GAS AND ELECTRIC CORPORATION

BY: [Signature]

ITS: Manager, Property Management Services

TOWN OF PITTSFORD PARKS AND RECREATION

BY: [Signature]

ITS: [Signature]

STATE OF NEW YORK:

SS:

COUNTY OF Monroe:

On this 31st day of May, 2002, before me the undersigned, personally appeared [Name], to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

[Signature]

Notary Public

JARED C. LUSK
Notary Public, State of New York
No. 6080342
Qualified in Monroe County
Commission Expires June 25, 2003
MEMORANDUM

To: Pittsford Town Board
From: Paul Schenkel - Commissioner of Public Works
Date: March 30, 2022
Regarding: Set Bid Date for Installation and Repair of Concrete Sidewalks
For Meeting On: April 5, 2022

Ladies and Gentlemen:

With the possibility of a number of sidewalks that are scheduled to be newly constructed or repaired over the next several years, we would like to have the option to be able to utilize a private contractor to assist us. We typically use an existing contract with Monroe County to hire a concrete contractor, but that contract has expired and is currently being renewed. The County contract does not necessarily cover the type of work we are looking to perform and is limited to one contractor so scheduling work is difficult. Having a second contractor available would provide some flexibility. We have prepared our own bid specifications that will be specific to our needs but could also be utilized for other spot sidewalk repairs. I recommend that the Town Board set a bid date for the Installation and Repair of Concrete Sidewalks for May 19, 2022 at 11:00 AM to be publically opened at the Department of Public Works.

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

Resolved, that the Town Board sets a bid opening date for the Installation and Repair of Concrete Sidewalks for May 19, 2022 at 11:00 AM.
Timeline for:

2022 Installation and Repair of Concrete Sidewalks Bid

**March 30, 2022** - Bid Date Resolution Due for Town Board Agenda

**April 5, 2022** - Bid Date set at Town Board Meeting

**April 8, 2022** – Legal Notice submittal to Town Clerk to submit to Daily Record

**April 18, 2022** - Bid appears in The Daily Record & Post to Town Website

**Same day as above** - Vendor packages sent or available @ Town Hall

**May 19, 2022** - Bid opening date at Town Hall (Schedule Room)

**June 2, 2022** - Successful Bidder Resolution due for Town Board Agenda

**June 7, 2022** – Award Contract to Bidder at Town Board Meeting

**June 15, 2022** - Notice to Proceed letter sent from Public Works
MEMORANDUM

To: William A. Smith and Town Board

From: Jessie Hollenbeck, Recreation Director

Date: March 29, 2022

Regarding: Summer 2022 Recreation Programs

For Meeting On: April 5, 2022

The attached list of programs constitutes the list of summer 2022 recreation programs we anticipate offering.

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

I move that the Town Board approve the Recreation Department's 2022 summer programs and authorize the Town Supervisor to sign instructor contracts as required.
### Town of Pittsford – Recreation Department
### New Proposed Programs for Summer 2022

<table>
<thead>
<tr>
<th>Program</th>
<th>Instructor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secrets for College Success</td>
<td>Erin Martin Kane</td>
</tr>
<tr>
<td>This fun, interactive short course taught by a seasoned university administrator prepares students for their first year of college. Topics include time management and study hacks, communicating with faculty, accessing campus resources, understanding the academic calendar and core curriculum, navigating the social scene, budgeting, and more. By the end of this course, students will have the confidence and knowledge needed to get good grades, create healthy habits, and crush their first year.</td>
<td></td>
</tr>
<tr>
<td>Softball Camp</td>
<td>Robb DiGiacomo</td>
</tr>
<tr>
<td>This camp is designed to help young players learn new skills, practice, and develop their knowledge of the game of softball with direction from one of the most accomplished college softball coaches in the region - Coach DiGiacomo. Coach DiGiacomo has 21 years of head coaching experience, three NJCAA Division III national championships, and three National Coach of the Year awards. Players should bring their own equipment (glove, helmet, and bat) and water bottle.</td>
<td></td>
</tr>
<tr>
<td>Junior Volleyball</td>
<td>Feng Zhang</td>
</tr>
<tr>
<td>This program introduces kids to the basic techniques of volleyball. Techniques taught and practiced will include passing, serving, setting, and spiking. Junior volleyball aims to provide an opportunity for kids to learn the rules of volleyball, improve teamwork, and refine their volleyball skills.</td>
<td></td>
</tr>
<tr>
<td>Intentional Yoga</td>
<td>Susan Verrett Allen</td>
</tr>
<tr>
<td>Yoga can make your life better in so many ways. To really grasp what yoga can do for you, you need to experience it. The longer you stay with it, the deeper the love for your self will be. Vinyasa yoga means to place in a special way, with breath and with reverence. This is a slow, fluid class intended for participants to build strength, release stress, and move energy in the body. Intentional yoga is a way to embody presence, liberate the heart, and free the mind. See clearly, accept what is, set an intention, take a step, and repeat. Try it today in a judgement-free setting.</td>
<td></td>
</tr>
<tr>
<td>Afternoon English Tea</td>
<td>Susan Vernick</td>
</tr>
<tr>
<td>Started by the Duchess of Bedford, learn the basics of afternoon tea (low tea) in English society. But, with a fun twist where we learn what the royals started, but now all enjoy! We will enjoy afternoon tea (low tea) etiquette while enjoying tea (or cider/ juice) scones, and more. Activities such as tea napkin folds, conversation/social skills, and other engaging activities and giveaways will make this an unforgettable afternoon. We use only English china, where fresh flowers and beautiful table settings will welcome you. Everyone leaves with a favor! (Feel free to dress casually or dress up if you choose).</td>
<td></td>
</tr>
</tbody>
</table>
Intro to Tabletop Role-Playing Games

Interested in knowing more about Dungeons and Dragons and other role-playing games? Want to learn how to build characters and explore worlds? These games offer practice at creative storytelling, leadership, and acting in a safe space off stage. There aren’t board games or video games, rather most of the time you will use the outcome of dice rolls to tell the story. Each participant will receive their own polyhedral (many-sided) dice.
## Proposed Programs for Summer 2022

<table>
<thead>
<tr>
<th>Program</th>
<th>Instructor</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Preschool</strong></td>
<td></td>
</tr>
<tr>
<td>Summer Fun Juniors Camp</td>
<td>Recreation Staff</td>
</tr>
<tr>
<td>Wiggles, Giggles, and Jiggles</td>
<td>Lisa Magliato</td>
</tr>
<tr>
<td>Lil Athletes</td>
<td>Lisa Magliato</td>
</tr>
<tr>
<td>Summer Sporty Tots</td>
<td>Mary Slaughter</td>
</tr>
<tr>
<td>Summer Gymnastics</td>
<td>Mary Slaughter</td>
</tr>
<tr>
<td>Soccer Shots for Youth</td>
<td>Soccer Shots Staff</td>
</tr>
<tr>
<td>Irish Dance with Dunleavy</td>
<td>Amy Coppola</td>
</tr>
<tr>
<td>Little Ninjas Martial Arts</td>
<td>James Creighton</td>
</tr>
<tr>
<td><strong>Youth &amp; Teen</strong></td>
<td></td>
</tr>
<tr>
<td>Summer Fun Camp</td>
<td>Recreation Staff</td>
</tr>
<tr>
<td>Adventure Camp</td>
<td>Recreation Staff</td>
</tr>
<tr>
<td>The After School Program</td>
<td>Recreation Staff</td>
</tr>
<tr>
<td>How Cool is That?</td>
<td>LQR Adventures Staff</td>
</tr>
<tr>
<td>Disaster Preparedness Academy</td>
<td>LQR Adventures Staff</td>
</tr>
<tr>
<td>Mealtime Manners I</td>
<td>Etiquette Chics</td>
</tr>
<tr>
<td>Afternoon English Tea</td>
<td>Etiquette Chics</td>
</tr>
<tr>
<td>Harry Potter's Hogwarts School of Etiquette</td>
<td>Etiquette Chics</td>
</tr>
<tr>
<td>Geocaching 101</td>
<td>Recreation Staff</td>
</tr>
<tr>
<td>Kids Kayak Level 1</td>
<td>Paul Twist</td>
</tr>
<tr>
<td>Guided Standup Paddle Boarding Tour</td>
<td>Paul Twist</td>
</tr>
<tr>
<td>Intro to Whitewater Kayaking</td>
<td>Paul Twist</td>
</tr>
<tr>
<td>Guided Flatwater Kayaking Tour</td>
<td>Paul Twist</td>
</tr>
<tr>
<td>Doll Adventures</td>
<td>Sherry Murray</td>
</tr>
<tr>
<td>Summer Theater Camps</td>
<td>Edward Rocha</td>
</tr>
<tr>
<td>Disney's Newsies JR.</td>
<td>Edward Rocha</td>
</tr>
<tr>
<td>Disney's Frozen JR.</td>
<td>Edward Rocha</td>
</tr>
<tr>
<td>Private Piano Lessons</td>
<td>Beth Werner</td>
</tr>
</tbody>
</table>

---
Write Your College Application Essay
   Sarah Nazarian

Kids Spanish Fun Class
   Lourdes de la Colina-Scofield

First Aid for Kids
   EPIC Trainings

American Red Cross – Babysitter’s Training
   Domenic Danesi

Lifeguard Certification
   Red Cross Instructor

Safety First for Children
   Domenic Danesi

Basic First Aid for Children
   Domenic Danesi

Pittsford Ballet School
   Karen Hanson

Dance Camp
   Katie Elizabeth

Irish Dance with Dunleavy
   Amy Coppola

Irish Dance Camp
   Amy Coppola

FIT Kids: Fencers in Training
   Rochester Fencing Club Staff

Youth Beginner Fencing Camp
   Rochester Fencing Club Staff

Junior Tennis Camp
   Jeff Wagstaff

Junior Tennis Lessons
   Jason Speirs

Youth Conditioning
   585 Fitness – Rob Tisa

Youth Basketball
   Glenn Anderson

Irish Hurling Skills
   Progressive Early Learning

Running Club
   Mary Slaughter

Summer Gymnastics
   Mary Slaughter

Soccer Shots for Youth
   Soccer Shots Staff

Martial Arts for Youth
   James Creighton

A Horse’s Friend: Horsemanship Camp
   A Horse’s Friend

Horseback Camp for Kidz
   Park Place Farms

Youth Soccer Summer
   Recreation Staff

Edge11 Elementary Soccer Academy
   Edge11 Soccer Staff

Sports Camp for Kids
   Ian Marshall

Junior Golf
   Erik Yaekel

Advanced Junior Golf
   Erik Yaekel

Super Junior-Beginner
   Erik Yaekel

Advanced Super Junior Golf
   Erik Yaekel

FJ1 NFL Flag Football League
   Felix Joyner

Baton Twirling Lessons
   Jessica Pereyra
**Adult Programs**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Instructor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guided Hikes on Pittsford Trails</td>
<td>Recreation Staff</td>
</tr>
<tr>
<td>Historic Schoen Place Walking Tour</td>
<td>Bob Corby</td>
</tr>
<tr>
<td>Erie Canal Cemetery Tour</td>
<td>Audrey Johnson &amp; Vicki Profitt</td>
</tr>
<tr>
<td>Fairchild Walking Tours</td>
<td>Jack Butler</td>
</tr>
<tr>
<td>Fabulous Furnishings</td>
<td>Peggi Heissenberger</td>
</tr>
<tr>
<td>Custom Crafted Soap</td>
<td>Beth Byrne</td>
</tr>
<tr>
<td>Basic Cold Process Soap</td>
<td>Beth Byrne</td>
</tr>
<tr>
<td>Bath Salts</td>
<td>Beth Byrne</td>
</tr>
<tr>
<td>Bath Fizzies</td>
<td>Beth Byrne</td>
</tr>
<tr>
<td>Pamper Those Tootsies!</td>
<td>Beth Byrne</td>
</tr>
<tr>
<td>Cards for Kids!</td>
<td>Pat Miller</td>
</tr>
<tr>
<td>Christmas in July</td>
<td>Pat Miller</td>
</tr>
<tr>
<td>Summer Note Cards</td>
<td>Pat Miller</td>
</tr>
<tr>
<td>Pittsford Ballet School</td>
<td>Karen Hanson</td>
</tr>
<tr>
<td>Belly Dance</td>
<td>Deborah Robinson</td>
</tr>
<tr>
<td>Just Dance!</td>
<td>Lindsey Miller</td>
</tr>
<tr>
<td>Private Piano Lessons</td>
<td>Beth Werner</td>
</tr>
<tr>
<td>Pre-Licensing 5 Hour Course</td>
<td>Jon DelVecchio</td>
</tr>
<tr>
<td>Defensive Driving</td>
<td>Cindy St. George</td>
</tr>
<tr>
<td>Becoming a Notary Public</td>
<td>Kristin Cavallaro</td>
</tr>
<tr>
<td>Learn Spanish &amp; Enhance Your Brain</td>
<td>Lourdes de la Colina-Scofield</td>
</tr>
<tr>
<td>SAT Math Prep Course</td>
<td>Tine Andre</td>
</tr>
<tr>
<td>American Red Cross CPR/AED</td>
<td>EPIC Trainings</td>
</tr>
<tr>
<td>American Red Cross First Aid</td>
<td>EPIC Trainings</td>
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<tr>
<td>Debbie MeVean Aerobics</td>
<td>Deborah McVean</td>
</tr>
<tr>
<td>Martial Arts for Adults</td>
<td>James Creighton</td>
</tr>
<tr>
<td>Martial Arts for Women</td>
<td>Tracy Maggio</td>
</tr>
<tr>
<td>Zumba!</td>
<td>Carlos Chediak</td>
</tr>
<tr>
<td>Pilates</td>
<td>Eva Pazral</td>
</tr>
<tr>
<td>Yoga</td>
<td>Eva Pazral</td>
</tr>
</tbody>
</table>
Pilates/Yoga Combo (Yogalates)      Eva Pazral
Therapeutic Yoga                  Kaitlyn Vittozzi
Adult Beginner Golf               Erik Yaekel
Adult Advanced Beginner Golf      Erik Yaekel
Adult Short Game Clinic           Erik Yaekel
Men’s Senior Golf Camp            Erik Yaekel
Ladies’ Senior Golf Camp          Erik Yaekel
A Horse’s Friend: Adult Horsemanship A Horse’s Friend
Women’s Soccer League             Recreation Staff
MEMORANDUM

To: William A. Smith and Pittsford Town Board
From: Jessie R. Hollenbeck, Recreation Director
Date: March 30, 2022
Regarding: 2022 Community Events-Infrastructure
For Meeting On: April 5, 2022

Ladies and Gentlemen:

In planning for the upcoming 2022 special events season, the Recreation Department has requested and received quotes from a number of vendors. The Recreation Department asks that you review the following:

- **Audio Images, Inc.** - Provides sound, lighting and a Stageline SL100 mobile stage for community festivals for a price not to exceed $10,080.

- **McCarthy Tents & Events** - Provides tents, tables, table covers and chairs for community festivals for a price not to exceed $16,820.

- **STS Security and Event Management** - Provides security for a rate of $30.00 per hour for NYS Certified Security Supervisors and $25.00 per hour for NYS Certified Security Officers.

- **Young Explosives Corporation** – Young explosives will provide a fireworks display at the conclusion of the Main Street Food Truck and Music Fest for a price not to exceed $3,000.

- **ZuperBounce, LLC** – Provides inflatable movie screen, sound system and staff for Family Outdoor Movies held on July 14, July 28, August 11 & August 25 at Sutherland High School for a price not to exceed $3,500.

The Town of Pittsford will obtain the appropriate documentation from vendors, including proof of insurance as appropriate. Vendor payment amounts will be based on final orders and will be within the Recreation Department’s 2022 events budget.

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

I move that the Town Board, subject to the review and approval of the Town Attorney, authorizes the Town Supervisor to sign a contract with the following vendors to allow them to provide their services for the Town of Pittsford’s 2022 community events.
• Audio Images, Inc. for a fee not to exceed $10,080
• McCarthy Tents & Events for a fee not to exceed $16,820
• STS Security and Event Management for a fee not to exceed for a rate of $30.00 per hour for NYS Certified Security Supervisors and $25.00 per hour for NYS Certified Security Officers
• Young Explosives Corporation for a fee not to exceed $3,000
• ZuperBounce, LLC for a fee not to exceed $3,500
## Quote

**Quote Number:** 22-0061  
**Event Name:** Pittsford Paddle & Pour 2022

### Client

**Town Of Pittsford**  
Jessie R. Hollenbeck  
35 Lincoln Avenue  
Pittsford, New York 14534  
US  
Phone: 585-248-6280  
Email: jhollenbeck@townofpittsford.org

### Venue / Site

24 State Street  
Pittsford, NY 14534

---

<table>
<thead>
<tr>
<th>Account Manager</th>
<th>Customer PO</th>
<th>This quote is valid until</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sebastian Marino</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Load In</th>
<th>Show Start</th>
<th>Show End</th>
<th>Load Out</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/28/2022 9:00 AM</td>
<td>5/28/2022 12:00 PM</td>
<td>5/28/2022 10:00 PM</td>
<td>5/28/2022 10:00 PM</td>
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</table>

<table>
<thead>
<tr>
<th>Terms</th>
<th>Tax Rule</th>
<th>Deposit</th>
<th>Deposit Due Date</th>
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<tbody>
<tr>
<td>Day of show</td>
<td>Tax Exempt</td>
<td>$0.00</td>
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### Staging

<table>
<thead>
<tr>
<th>Type</th>
<th>Qty</th>
<th>Description</th>
<th>Note</th>
<th>Time</th>
<th>Rate</th>
<th>Price</th>
<th>Price Ext.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rental Tax</td>
<td>1</td>
<td>Stageline SL100</td>
<td>Client to Provide Power..within 10 feet of stage.</td>
<td>1</td>
<td>Day Rate</td>
<td>1,600.00</td>
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**Staging Total:** $1,600.00

### Package Price

<table>
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<tr>
<th>Type</th>
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<th>Description</th>
<th>Note</th>
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<th>Rate</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>Rental Tax</td>
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<td>Audio Package Price</td>
<td>Food Truck And Music</td>
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<td>Day Rate</td>
<td>1,375.00</td>
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**Package Price Total:** $1,375.00

### Audio

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<th>Qty</th>
<th>Description</th>
<th>Note</th>
<th>Time</th>
<th>Rate</th>
<th>Price</th>
<th>Price Ext.</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Yorkville Paraline System 4x4 (Ground Stack)</td>
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<td>Day Rate</td>
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<tr>
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<td>Yorkville Paraline PSA1</td>
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<td>Yorkville Paraline PSA2S</td>
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<tr>
<td>Rental Tax</td>
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<td>Day Rate</td>
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<td>Yorkville NX720S</td>
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Audio Total: $0.00

Crowd Control Total: $425.00

Transportation Total: $440.00

Labor Total: $1,200.00

Subtotal: $5,040.00
Sales Tax: $0.00
Total: $5,040.00
Total Applied Payments: $0.00
Balance Due: $5,040.00

3/11/2022 3:29 PM
### Client Information

**Town Of Pittsford**  
Jessie R. Hollenbeck  
35 Lincoln Avenue  
Pittsford, New York 14534  
US  
Phone: 585-248-6280  
Email: jhollenbeck@townofpittsford.org

### Venue / Site Information

24 State Street  
Pittsford, NY 14534

### Contract Details

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

Please sign scan or take a photo and email to your account manager or fax to 585-343-4060
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**Other Notes:**
- Client to provide power within 10 feet of stage.
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<td>reload Bike Rack At no cost to Audio Images.</td>
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**Audio Total:** $0.00

**Crowd Control Total:** $425.00

**Transportation Total:** $440.00

**Labor Total:** $1,200.00

Subtotal: $5,040.00
Sales Tax: $0.00
Total: $5,040.00
Total Applied Payments: $0.00
Balance Due: $5,040.00

2/17/2022 2:50 PM
# Audio Images Quote

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<th>Venue / Site</th>
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<tr>
<td>Town Of Pittsford</td>
<td>4 Corners</td>
</tr>
<tr>
<td>Jessie R. Hollenbeck</td>
<td>North Main Street</td>
</tr>
<tr>
<td>35 Lincoln Avenue</td>
<td>Pittsford, NY 14534</td>
</tr>
<tr>
<td>Pittsford, NY 14534</td>
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<tr>
<td>US</td>
<td></td>
</tr>
<tr>
<td>Phone: 585-248-6280</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:jhollenbeck@townofpittsford.org">jhollenbeck@townofpittsford.org</a></td>
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<td>Name</td>
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<tr>
<td>Account Manager</td>
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<tr>
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<td>Tentative</td>
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This contract is issued pursuant to the quote/invoice(s) between Client named above and Audio Images Sound & Lighting Inc., effective see above for date(s) (the quote/invoice). This contract is subject to the terms and conditions listed on our website at audioimagesonline.com and also information contained in this quote/invoice between the parties and is made a part thereof. In the event of any conflict or inconsistency between the terms of this contract and the terms of this Agreement, the terms of this contract shall govern and prevail. This quote/invoice (hereinafter called the contract), effective as listed above is entered into by and between Audio Images and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this contract, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this contract and the terms of the Exhibit(s)/quote/invoice hereto, the terms of the body listed above of this contract shall prevail. Audio Images Sound & Lighting Inc. shall provide the Services and Equipment Deliverable(s) as follows: Please see list of equipment listed above in quote/invoice. Client Responsibilities at no additional cost to Audio Images Sound & Lighting Inc. To provide Audio Images with the Artist(s) most up-to-date rider or contract or Artist(s) equipment requests in advance. To provide payment in full. To provide a safe clean work venue. To provide meal(s) during the event or hotels if discussed and noted on the quote/invoice above. To provide secure parking for the Audio Images workers and delivery vehicle(s). To provide Audio Images with a professional sober additional labor force if needed to assist with the set up and take down of the equipment as well as professional certified riggers, stage hands, fork operator, etc. while on site at the venue. The client will indemnify, Protect and hold Audio Images harmless from any losses, damages, injuries, claims, and expenses arising out of the use of the equipment regardless of where, how or by who operated. The client will assume the defense of and settlement of any legal proceedings brought to enforce such losses, damages, claims or demands and expenses. The client will also pay all costs and expenses, including reasonable counsel fees, incurred by Audio Images in enforcing any of its rights or remedies under this contract and the terms and conditions listed on our website at audioimagesonline.com. The indemnities and assumptions of liabilities and obligations will continue in full force after the termination of this contract. Client will grant permission to Audio to repossess the equipment at the venue/job site or location elsewhere at any time. In the event the equipment is stolen or not returned within 7 days of the agreed return date, the client will be obligated to pay Audio Images the list price of the equipment. If damaged the Client will be obligated to pay Audio Images the repair cost. If the equipment is not returned to Audio Images on the date and time specified in good working order the client will continue to pay maximum rental rate until return plus a late charge of $20.00 per day. Equipment can only be used at the venue or job site listed above. The client will remove any Audio Images inventory label/barcode from the equipment for any reason. All deposit(s) and compensation agreed upon is NON-REFUNDABLE. CLIENT SHALL NAME AUDIO IMAGES AS ADDITIONAL INSURED ON THEIR INSURANCE POLICY AND PROVIDE AUDIO IMAGES WITH A WRITTEN COPY OF VALID PROOF IN ADVANCE. Client agrees to compensate Audio Images the full amount listed above on the quote/or final invoice less any deposit(s) at time of load in before the truck is unloaded on the date of the event. In the event the payment is not made in full Audio Images can cancel the rental/services or pursue full payment with legal action. If the Client is simply picking up the equipment at Audio Images warehouse the Client must make payment in full before the equipment can be released. By signing below the Client has caused this contract to be effective as of the day, month and year first written above.

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

<table>
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<tr>
<th>Date:</th>
<th>Date:</th>
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<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Name/Title:</td>
<td>Name/Title:</td>
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1. For good and valuable consideration, you and McCarthy Tents & Events, LLC, a New York limited liability company ("MT&E") agree as follows: As used herein, "Page 1" refers to the first page or "face" of this Contract; "Contract" refers to Page 1 together with these Terms and Conditions of Rental Contract, "Rented Item(s)" or "Item(s)" means the Item(s) rented to you, as identified on Page 1; "Site" means the delivery or use address set forth on Page 1; "Customer," "Lessees," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "Lessor," "we," "us" and "our" mean MT&E.

2. You agree to rent the Rented Item(s) from MT&E for the period(s) specified on Page 1 (the "Term"), and to pay our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by MT&E. Unless otherwise specifically agreed by MT&E, all rental rates are for normal use of the Rented Item(s) on a single-event basis during the Term. The Rent will be increased for overtime, overuse, misuse and abuse. No allowance will be made for time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay MT&E: (i) the Estimated Rent, together with any deposit specified on Page 1 (or if none, 25% of the Estimated Rent) prior to commencement of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) MT&E may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability hereunder; and (iv) all Prepayments are NON-REFUNDABLE. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned, and will become the property of MT&E.

3. If we agree to deliver and/or retrieve any Item(s), you will: (a) pay our regular charge(s) therefor, and for time spent awaiting access to the Site; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have timely and adequate access to the Site. We will not be responsible for any delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify and hold harmless MT&E. If you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities).

4. Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each Item: (i) is in good repair and operating condition, free of defects, and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected solely by you, not based on any recommendation by MT&E; and (b) you: (i) have received, read and understood the training, instructions, user manuals, maintenance requirements, and other information, if any (including all training required under any and all applicable EPA, OSHA, NFPA, and/or ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s), (collectively, "Instructions"); (ii) will fully comply therewith; (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to governmental authorities; (vi) will timely obtain all necessary licenses, authorizations and approvals (including without limitation, the approval of the owner(s) of any real property on which any tent(s) and/or other temporary structure(s) is/are to be installed); (vii) will ensure all underground utilities are clearly marked before driving stakes or using any Item(s) to disturb the ground surface (you must call 811 at least 2 full business days in advance, unless you engage MT&E to do so for an additional fee); (viii) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); (ix) will create and post in a conspicuous place, an OSHA-COMPLIANT EVACUATION PLAN for all rented tents and other temporary structures; and (x) will ensure that all others comply with this Section.
5. You will ensure that each Item is used safely and only: (a) for the manufacturer's intended purpose(s); (b) within its rated capacity; (c) at the address set forth on Page 1 (the "Site"); and (d) otherwise in full compliance with the Instructions, as well as all applicable laws, rules and regulations, and policies of insurance at all times. You will not, nor will you permit anyone else to: (i) permit the use of open flames other than chafing dishes, in or under any rented tent; (ii) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; (iii) violate any applicable policy of insurance or warranty; or (iv) take possession of or exercise control over any Rented Item without MT&E's prior consent, granted, conditioned or withheld in its sole discretion.

6. You will protect each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to MT&E on time, clean and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, you will pay MT&E: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) any and all costs and expenses, both direct and indirect, MT&E may incur in connection with your failure to do so.

7. Certain Rented Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all such Rented Items are clean and properly Packed, using the same packing materials. YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD OR MILDEW, FOR WHICH YOU WILL BE LIABLE.

8. In the event of a Malfunction (as defined in Section 4), you will immediately notify MT&E, and provided the Malfunction did not result from your breach of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable Item as soon as possible; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedy is EXCLUSIVE. MT&E will have no other obligation(s) regarding Malfunctions, all of which you hereby waive.

9. WARNINGS: (A) TENTS AND EQUIPMENT USED FOR COOKING AND/OR HEATING IS/ARE INHERENTLY DANGEROUS AND SHOULD BE USED, MOVED, MAINTAINED AND REPAIRED WITH GREAT CARE ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS; AND (B) TEMPORARY STRUCTURES, SUCH AS TENTS, MAY MOVE, LEAK, COLLAPSE, OVERTURN OR CATCH FIRE, PARTICULARLY DURING HAZARDOUS WEATHER (e.g., heavy rain, snow, sleet, hail and winds over 25 mph). If hazardous weather occurs or threatens, you will: (a) cause all persons to DISCONTINUE USING AND EVACUATE the Rented Item(s); (b) protect all Rented Item(s) and its/their contents; and (c) PERMIT MT&E TO DELAY DELIVERY, INSTALLATION AND/OR USE OF, OR DISMANTLE AND/OR RETRIEVE ANY RENTED ITEM(S) (without obligating us to do so). TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ASSUME ALL ASSOCIATED RISKS, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS MT&E AS PROVIDED IN SECTION 15 HEREOF.

10. You agree to maintain at your sole cost, any and all insurance MT&E may require, which may include liability insurance coverage, host liquor liability ("Dram-Shop") coverage, and/or property damage/inland marine insurance covering the Rented Items, on such terms as MT&E deems appropriate, naming MT&E as an additional insured and loss payee, waiving subrogation against MT&E and being primary and non-contributory.

11. If and only if we have offered, and you have elected to purchase the OPTIONAL DAMAGE WAIVER (set forth on Page 1, if available) and paid the Damage Waiver Fee referenced therein prior to commencement of the Term, you will have no liability to MT&E for 90% of the cost to repair or replace
Rented Item(s) covered by Damage Waiver ("Covered Items") which suffer physical damage during the Term, provided however, that you will remain 100% liable for: (a) damage to or loss of: (i) Item(s) not covered by Damage Waiver; (ii) Covered Items lost or damaged as a result of: (A) your breach of this Contract; (B) any failure to return Rented Item(s) to MT&E as required under this Contract; (C) gross negligence, misuse and/or abuse; (D) vandalism and/or malicious mischief, (E) use of alcohol or drugs; and/or (F) use of any Rented Item in violation of this Contract or any applicable law or policy of insurance; and (b) 10% of all repair/replacement costs for Covered Items. You may decline Damage Waiver by initialing in the appropriate space on Page 1. **DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.**

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

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

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

15. **TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, PERSONAL INJURIES (INCLUDING DEATH), PROPERTY DAMAGE, AND ANY AND ALL OTHER LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE PROVISION, SELECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY RENTED ITEM(S) OR SERVICE(S), AND (B) HEREBY RELEASE AND DISCHARGE MT&E AND EACH OWNER FROM AND AGAINST TO INDEMNIFY, DEFEND AND HOLD HARMLESS MT&E, EACH OWNER, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, REPRESENTATIVES, INSURERS, SUBROGEE, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS’ FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES.** You hereby waive all rights, remedies, claims, damages and setoffs conferred upon you under applicable law (including without limitation, the Uniform Commercial Code as adopted in New York), as well as all incidental, consequential, special, and punitive damages, against MT&E and each Owner. **LESSEE DOES NOT WAIVE ANY CLAIMS ARISING FROM LESSOR'S ACTS OR OMISSIONS.**
**TOWN OF PITTSFORD**

**35 LINCOLN AVE**

**PITTSFORD, NY 14534**

**Phone 585-248-6281**

**Job Descr:** PADDLE & POUR 2022

**Customer #: 2937**

**Ordered By:** ALISON BURCHETT  585-248-6287

**Delivery Fri 5/27/2022 5:00PM**

**PITTSFORD LIBRARY PARKING LOT**

**24 STATE STREET**

**PITTSFORD, NY 14534**

**FRIDAY NIGHT SET UP AFTER 5PM APPROVED**

**SUNDAY AM PICK UP APPROVED**

**DIG SAFE - TENT LOCATION?: ASPHALT**

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<td>10</td>
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<td>$25.00</td>
</tr>
<tr>
<td></td>
<td>1000 WATT MAX LOAD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>EXTENSION CORD, LIGHTING</td>
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<td>$5.00</td>
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<td><strong>ARTISAN MARKET PLACE</strong></td>
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<td><strong>TABLES &amp; CHAIRS</strong></td>
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<td>48&quot; ROUND TABLE</td>
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<td>1</td>
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<td>SETUP OF TABLES NOT INCLUDED</td>
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<tr>
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**LINEN**

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<thead>
<tr>
<th>Qty</th>
<th>Items Rented</th>
<th>Each</th>
<th>Price</th>
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<tbody>
<tr>
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<td>WHITE, 72&quot;X120&quot;</td>
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<td>DELIVERY, 14534</td>
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<td>DELIVERY AND TRUCKING</td>
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</tbody>
</table>

**Event Beg:** Sat 5/28/2022 9:00AM

**Event End:** Sat 5/28/2022 10:30PM

**Operator:** Victoria Benz Gehrke

**Terms:** NET30
Price quoted valid for 30 days.

There is no guarantee of product availability without deposit.

MT&EE AGREE TO PROVIDE LESSEE WITH PROOF OF GENERAL LIABILITY INSURANCE AND NAME THE TOWN OF PITTSFORD AS ADDITIONAL INSURED.

8/23/2022

<table>
<thead>
<tr>
<th>Description</th>
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<tr>
<td>Rental</td>
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</tr>
<tr>
<td>Amount Due</td>
<td>$12,242.93</td>
</tr>
</tbody>
</table>

Quote

*This is a contract. The back of this contract contains important terms and conditions including lessee's disclaimer from all liability for injury or damage and details of customer's obligations. READ THEM CAREFULLY!

*If equipment does not function properly or is deemed unsatisfactory in some way, notify MT&E within 5 hours of event to allow time to rectify the situation or no refund or accommodation will be made.

*Lessee is responsible for accurately describing delivery location and conditions. Failure to do so can result in EXTRA CHARGES.

*LESSEE UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO A FINAL AUDIT BY MT&E. Lessee authorizes additional charges to be made to his account and payment by method used at the time of reservation.

*Lessee agrees to pay a 50% CANCELLATION FEE on TENT and TENT RELATED ITEMS IN THE EVENT THAT A TENT IS REMOVED FROM AN ORDER WITHIN 7 days of the event AND A 20% FEE within 30 days of the event.

*FINAL COUNTS are due 10 days prior to event. NO CHANGES ALLOWED TO NON TENT RELATED ITEMS after that time.

*ALL DEPOSITS ARE NON REFUNDABLE but transferable! A 3% Credit Card Convenience fee will be added to all orders over $500

*By signing below you certify that you have read and agree to all terms of this contract

Signature:  

TOWN OF PITTSFORD
**TOWN OF PITTSFORD**  
35 LINCOLN AVE  
PITTSFORD, NY 14534  

**Status:** Quote  
Quote #: q30400-1  

**Ordered By:** ALISON BURCHETT  
585-248-6287  

**Delivery Sat 9/10/2022  5:00AM**  
MAIN ST  
PITTSFORD, NY 14534  
TRUCK CAN ENTER SITE FROM LOCUST ST  
TENT MUST BE UP AND READY BY 11AM  

**Pickup Sat 9/10/2022  9:30PM**  
MAIN ST  
PITTSFORD, NY 14534  

**DIG SAFE - TENT LOCATION?: ASPHALT**

<table>
<thead>
<tr>
<th>Qty</th>
<th>Items Rented</th>
<th>Each</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
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<td>1</td>
<td>1000 WATT MAX LOAD</td>
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<tr>
<td>4</td>
<td>GLOBE LANTERNS, ROYAL PURPLE PAPER IRR</td>
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<td>$5.00</td>
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<tr>
<td>4</td>
<td>GLOBE LANTERNS, DARK BLUE PAPER IRR</td>
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<tr>
<td>25</td>
<td>48&quot; ROUND TABLE</td>
<td>$12.00</td>
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<td>15</td>
<td>COCKTAIL TABLE, 30&quot;X42&quot; HIGH, ROUND</td>
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<td>OFF HOURS DELIVERY/PICKUP</td>
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<td>$200.00</td>
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Price quoted valid for 30 days.  
There is no guarantee of product availability without deposit.
**M.T.E. AGREE TO PROVIDE LESSEE WITH PROOF OF GENERAL LIABILITY INSURANCE AND NAME THE TOWN OF PITTSFORD AS ADDITIONAL INSURED.**

<table>
<thead>
<tr>
<th>Quote</th>
<th>Rental: $3,904.00</th>
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<td>Sales: $570.00</td>
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<tr>
<td></td>
<td>Amount Due: $4,574.00</td>
</tr>
</tbody>
</table>

*This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. READ THEM CAREFULLY!*  
*If equipment does not function properly or is deemed unsatisfactory in some way, notify M.T.E. within 5 hours of event to allow time to rectify the situation or no refund or accommodation will be made.*  
*Customer is responsible for accurately describing delivery location and conditions. Failure to do so can result in EXTRA CHARGES.*  
*LESSEE UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO A FINAL AUDIT BY M.T.E. Lessee authorizes additional charges to be made to his account and payment by method used at the time of reservation.*  
*LESSEE AGREES TO PAY A 50% CANCELLATION FEE ON TENT AND TENT RELATED ITEMS IN THE EVENT THAT A TENT IS REMOVED FROM AN ORDER WITHIN 7 DAYS OF THE EVENT AND A 25% FEE WITHIN 36 DAYS OF THE EVENT.*  
*FALL COUNTS are due 10 days prior to the event. NO CHANGES ALLOWED TO NON TENT RELATED ITEMS after that time!*  
*ALL DEPOSITS ARE NON REFUNDABLE but transferable! A 3% Credit Card Convenience fee will be added to all orders over $500.*  
*By signing below you certify that you have read and agree to all terms of this contract.*

**Signature:**

**TOWN OF PITTSFORD**

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Printed On Wed 1/26/2022 3:05:53PM  
Software by Point-of-Rental Software  
www.point-of-rental.com

Modification #1  
contract-paruns.SQL.opt (6)

STS SECURITY & EVENT MANAGEMENT

Professional Watch Guard, Patrol & Security Services

INDEPENDENT SECURITY SERVICES CONTRACT

THIS AGREEMENT executed on this _____ day of _____, 2022, by and between the Town of Pittsford (hereinafter “The Town”), located in the State of New York, County of Monroe and STS Security & Event Management (hereinafter “STS”) located in the State of New York, County of Monroe, City of Rochester.

WHEREAS, STS is fully aware of the security & traffic needs of the areas being operated by The Town for the Paddle & Pour, Pittsford Regatta, Pittsford Family Movie Nights, Pittsford Food Truck and Music Fest and Family Halloween Fest (hereinafter “The Events”). The Events are located at various locations throughout the Town of Pittsford, New York, and STS is familiar with The Events, the property and its surrounding areas. STS will provide the highest quality
services available to The Town, so as to ensure that the properties and The Events are operated and perceived as safe and secure, while STS Officers are on duty.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the mutual promises and agreements contained herein, The Town hires STS, and STS agrees to work for The Town under the terms and conditions hereby agreed upon by the parties.

SECTION ONE - WORK WILL BE PERFORMED:

1.1 Term: The Town agrees to hire STS, to perform the services and work as stated in section 1.3 of this agreement for the 2022 Paddle and Pour, Pittsford Regatta, Pittsford Family Movie Nights, Pittsford Food Truck and Music Fest and the Family Halloween Fest.

1.2 Duties: STS agrees to perform work for The Town on the terms and conditions set forth in section 1.3 of this agreement for the 2022 Paddle and Pour, Pittsford Regatta, Pittsford Family Movie Nights, Pittsford Food Truck and Music Fest and the Family Halloween Fest.

Schedule A-1: STS agrees to schedule all staff members based upon an agreed schedule between The Town and STS which will outline the maximum number of hours that are to be scheduled per event, without prior authorization from The Town. In the event that The Town may elect to increase hours worked, number of personnel, or days of coverage STS shall attempt to honor the request and will do so at the same agreed upon rate which is listed in Schedule A-2. These staffing numbers are subject to change at the discretion of The Town, with a minimum of 48 hours’ notice.

SERVICES TO BE PERFORMED:

1.3 STS will utilize NYS registered security officers wearing an appropriate and visible uniform to provide the following services to The Town:

- Officers will monitor traffic flow on all established public highways utilized by The Town during The Events to ensure that traffic runs smoothly before, during and after The Events.
• Officers will monitor all crosswalks utilized by The Town for The Events.
• Officers will direct all pedestrians to utilize the crosswalks and will assist the pedestrians in doing so.
• Officers will ensure that The Town’s policies regarding customer behavior are enforced in a fair and consistent manner.
• Officers will enforce all applicable laws, within the powers afforded a NYS Certified Security Officer as stated in the NYS Security Guard Act, article 7-A of the General Business Law. Officers will attempt to apprehend any violators of these laws, again, within the power afforded a NYS Certified Security Officer, and turn said violators over to local Law Enforcement for prosecution, whenever it is reasonable to do so.
• Officers will respond to and assist with any crowd control or other emergency situations that may occur during The Events, and/or within 250 feet of The Events involving patrons of The Events. Officers will assess said situation and react accordingly based on the training levels of the officers and the overall threat level of the situation.
• Officers will render assistance to local law enforcement authorities and other emergency responders as necessary and when requested.
• Officers will be wearing a highly visible uniform in order to be visible and noticeable at all times while on duty.
• Officers will be equipped with highly visible flashlights, traffic vests and lighted traffic wands while on duty.
• Officers will assist with any emergency evacuation of The Events, should it be warranted.
• Officers will assist in dispersing customers from The Events once they have concluded, if necessary.
• Officers will provide a command presence at all times while on duty.
• Officers will perform additional, and/or similar, duties, as requested by The Town.
SECTION TWO: COMPENSATION

Schedule A-2  

Rates per Employee Class:

- NYS Certified Security Supervisor: $30.00/hour
- NYS Certified Security Officer: $25.00/hour

2.1 In consideration of all services to be rendered by STS to The Town, The Town shall pay STS the rates specified in schedule A-2 of this agreement.

2.2 All hours worked by STS staff will be billed to the town in fifteen (15) minute increments.

2.3 All events require a minimum of four (4) hours compensation, per officer assigned to work The Events.

2.4 These rates will not increase during the term of this agreement unless mandated by law.

2.5 The Town shall pay STS within thirty (30) days of its receipt of an invoice setting forth a detailed statement of services rendered pursuant to the terms of this agreement. Invoices that have not been paid by the listed due date are subject to a late fee charge of $25.00.

SECTION THREE: INSURANCE

3.1 Prior to providing the services described in this agreement, STS will deliver to The Town, a certificate issued by an insurance underwriter, licensed to conduct business in the State of New York, which confirms the issuance of comprehensive public liability insurance applicable to the services to be rendered by STS pursuant hereto, and which insures against liability for injured persons, or damaged property on The Town’s premises, and provides minimum coverage of one (1) million dollars per occurrence and two (2) million dollars aggregate. Such certificates of insurance will specifically name The Town, as an additional insured, and will further state that the insurance coverage
evinced thereby is not subject to termination, or amendment until thirty (30) days after written notice of such planned termination, or amendment is provided to The Town.

3.2 STS agrees to indemnify The Town and its affiliated companies, and their respective managers, directors, officers, employees and agents (collectively, the “Indemnified Parties”) and to hold the Indemnified Parties harmless from and against, any and all liabilities, losses, damages, costs and expenses (including: attorney’s fees and disbursements) whatsoever resulting from the performance by STS and its security officers of their service described in the agreement.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 The Town may terminate this agreement at any time with a thirty (30) day written notice to STS outlining the reason for such termination. Written notification can be delivered to STS at PO Box 67522, Rochester, NY 14617 or to southerntiersecurity@hotmail.com

4.2 STS can terminate this agreement for non-payment providing a fifteen (15) day written notice to The Town.

4.3 In the event that The Town decides to cancel one of The Events due to inclement weather or other circumstances The Town will make every effort possible to notify STS of the cancellation as early as possible. STS agrees that there will be no charge for the service on the date of cancellation as long as STS has been notified of said cancellation more than four hours prior to the scheduled report time of the STS Officers. The Town agrees to pay STS a fee of two (2) hours per staff member scheduled to work should a cancellation be made and STS is notified less than four hours prior to the scheduled report time for STS officers on the specific date being cancelled. Should the event be cancelled at any time after the Officers have reported for duty then STS will charge The Town the four (4) hour minimum per staff member, as previously stated in section 2.3 of this contract.

4.4 STS will only guarantee additional requests for staffing received more than five (5) business days before The Events.
4.5 All personnel provided by STS shall be employees of STS, it being agreed that there shall
be no employment relationship between The Town and STS, or any of its employees.
The relationship between The Town and STS shall be that of independent contractor.
STS shall cause its employees to be insured by worker's compensation, unemployment
insurance and any other insurance required by applicable law, it being agreed that The
Town shall have no responsibility.

4.6 STS will be the sole security & traffic service provider at said location for The Events for
the term of this contract, and no other firm shall be utilized for such services, except on-
duty personnel from local law enforcement agencies (New York State Troopers or
Monroe County Sheriff's Office) recognized to perform Special Event duties, Town of
Pittsford Security Officers and Pittsford Central School District Security Officers. There is
no relationship between the stated agencies and STS.

4.7 STS agrees to comply with the New York State Security Guard Act and shall be in
compliance with all Local, State and Federal Laws

4.8 STS employees will only perform security functions as mentioned in this agreement, and
such other related functions as are inferable from nature of this agreement.

4.9 This agreement shall be governed by and shall be construed in accordance with the laws
of the State of New York.

4.10 All notices or changes to this agreement shall be made in writing and if by STS to The
Town, made to the attention of Jessie Hollenbeck, Recreation Director, Town of
Pittsford, (585) 248-6284, 35 Lincoln Ave, Pittsford, NY 14534,
Jhollenbeck@townofpittsford.org

4.11 STS is an independent contractor and is not an employee of The Town.

4.12 The terms set forth in the agreement are confidential. Should a clause contained herein
found to be unenforceable, all other clauses remain binding as they are.

4.13 STS OFFICERS CARRYING OUT THEIR SERVICES AT THE EVENTS
SHALL NOT CARRY FIREARMS. 2/8/23
Schedule A-3

Paddle & Pour, Pittsford Regatta: Schoen Place, Erie Canal walkways

- Saturday, May 28, 2022
- Sunday, May 29, 2022

Pittsford Family Movie Nights: Thornell Farm Park

- Thursday, July 14, 2022
- Thursday, July 28, 2022
- Thursday, August 11, 2022
- Thursday, August 25, 2022

Pittsford Food Truck Rodeo & Music Fest: Main Street & surrounding areas

- Saturday, September 10, 2022

Pittsford Halloween Family Fest: Pittsford Recreation Center

- Sunday, October 23, 2022
AGREED UPON on the _____ day of ______________, 2022

______________________________  ______________________________
The Town Representative        Notary Public

______________________________  ______________________________
STS Representative              Notary Public
YOUNG EXPLOSIVES CORPORATION
Fireworks Exhibition Agreement

This agreement made this 15 day of March, 2022, by and between Young Explosives Corporation of Rochester, NY, hereafter designated Young, and

Town of Pittsford
11 South Main Street
Pittsford, NY 14534

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

Powers Farm Property- 91 Golf Ave, Pittsford, NY 14534

on the date of Saturday, September 10, 2022, in a location to be designated by the customer and approved by Young.

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

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

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

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

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

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

6. Terms of Payment
   a) Check box that applies: ☐ Young requires no down payment. ☐ Young requires a down payment of $………… due by Day of show 2022. If the exhibition is canceled the deposit will be refunded, less the expenses for which Young is entitled to reimbursement under Paragraph 5 above.
   b) The customer agrees to pay Young, or his agent, the total sum of Three thousand Dollars for an exhibition of fireworks, which will include fireworks, insurance and technicians and expenses incurred by Young, forthwith at the end of said exhibition.
   c) In the event of customer's failure to pay when due all sums due Young under this contract, Young shall be entitled to collect from customer its reasonable cost of collection, including interest and reasonable attorney's fees.

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

Total sum 3,000.00 Dollars

Young Explosives Corp.
Display Fireworks
(800) 747-1781
(585) 394-1783
(585) 396-2663 Fax
P.O. Box 18653
Rochester, NY 14618
YoungExplosives.com
E-Mail: fireworks@youngexplosives.com

The parties sign below:

[Signature]

James R. Young
President

[Signature]

Customer Signature

Print: fireworks@youngexplosives.com

Page 1 of 2 V 11/13
8. Headings
Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

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

Customer Contact Name(s)
Jessie Hollenbeck- Recreation Director

Send Invoice to:
☐ Address on front OR ☐ Name/Address below

Additional Contact Name/Information

Telephone (with Area Code)
Work: 585-248-6284
Fax:
Home:
Cell: 585-944-6575
Email: jhollenbeck@townofpittsford.org

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

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

Powers Farm Market

Customer Requests
Time of show: 9:00 AM
List special requests, such as ground pieces, shells, finale, quantity or time requirements. List any other special requests such as salutes at certain times (i.e., if the show is a surprise for someone), etc.

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

☐ Young to apply for the Permit(s) on your behalf and ADD the below permit costs to the show price on the front of the contract.
Customer to pay the amount of $_______. Includes permit cost and fees. (Permit costs subject to change by the municipality)

☐ Young to apply for the Permit(s) on your behalf and INCLUDE the below permit costs in the show price on the front of the contract.
Customer to pay the amount of $_______. Includes permit cost and fees. (Permit costs subject to change by the municipality)
Young Explosives Corporation  
P.O. Box 18653  
Rochester, NY 14618

Phone: (585) 394-1783  Email: fireworks@youngexplosives.com

<table>
<thead>
<tr>
<th>BILL TO</th>
<th>EVENT LOCATION</th>
</tr>
</thead>
</table>
| Town of Pittsford  
11 South Main Street  
Pittsford, NY 14534 | Powers Farm Property |

<table>
<thead>
<tr>
<th>EVENT DATE</th>
<th>DUE DATE</th>
<th>TERMS</th>
<th>P.O. NO.</th>
<th>REP</th>
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<tbody>
<tr>
<td>9/18/2021</td>
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<td>Advance Invoice</td>
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<table>
<thead>
<tr>
<th>QTY</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>September 18, 2021 Fireworks Display</td>
</tr>
</tbody>
</table>

Federal ID# 16-0900107  
1.5% monthly interest will be charged against past due payments.

Total Due $3,000.00

THANK YOU

Cut and return with payment

Please remit $3000.00 to: Young Explosives Corporation  
P.O. Box 18653  
Rochester, NY 14618

Please reference invoice # 19621 on your check
**ZUPERBOUNCE, LLC**

**CONTRACT**

_We're better than super...we're ZUPER!_

**BILL TO**
Kate Disbrow  
Town of Pittsford  
11 South Main St.  
Pittsford, NY 14534  
Phone 585-248-6281  
kdisbrow@townofpittsford.org

**DEVELOPER TO**
Kate Disbrow  
Pittsford High School – GRASS  
55 Sutherland St.  
Pittsford, NY 14534  
Phone 315-521-2526 CELL  
kdisbrow@townofpittsford.org

The following contract number must appear on all relate correspondence:

**CONTRACT NUMBER**
2001

<table>
<thead>
<tr>
<th>CONTRACT DATE</th>
<th>SALESPERSON</th>
<th>TIME FRAME</th>
<th>INVOICE #</th>
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<tbody>
<tr>
<td>7/14/2022</td>
<td>Mike Cuzzupoli</td>
<td>Dusk-end of movie</td>
<td>2022-014</td>
<td>Net 30</td>
</tr>
<tr>
<td>7/28/2022</td>
<td>Mike Cuzzupoli</td>
<td>Dusk-end of movie</td>
<td>2022-015</td>
<td>Net 30</td>
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<td>8/11/2022</td>
<td>Mike Cuzzupoli</td>
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<td>Net 30</td>
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<tr>
<td>1</td>
<td>30’ Movie Setup (TBD)- July 14</td>
<td>$875</td>
<td>$875</td>
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<tr>
<td>1</td>
<td>30’ Movie Setup (TBD)- July 28</td>
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<td>$875</td>
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<td>30’ Movie Setup (TBD)-August 11</td>
<td>$875</td>
<td>$875</td>
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<tr>
<td>1</td>
<td>30’ Movie Setup (TBD)-August 25</td>
<td>$875</td>
<td>$875</td>
</tr>
</tbody>
</table>

**SUBTOTAL** $875

**SALES TAX** $0

**TOTAL** $3,500

*Additional Notes:*

Client to provide movie.
ADDENDUM TO CONTRACT

Technical needs listed below must be provided for ZuperBounce, LLC for your event. Please contact ZuperBounce, LLC at 585-752-9873 at least 7 days prior to your event should you need assistance meeting the technical needs.

POWER
  • 3 Dedicated, separate 20-amp circuits within 50 feet of the item. NOTE THAT CIRCUITS ARE NOT THE SAME AS OUTLETS

OTHER
  • 2 6'x8' Tables
  • 2 Chairs
  • Logo
  • X Misc. - MOVIE

VOLUNTEERS
  • Load in and Load out
  • During event time frame

MISC
  • ZuperBounce, LLC uses industrial stakes to secure inflatables. It is the client's responsibility to mark areas of underground utilities. ZuperBounce, LLC is not liable for damage to underground utilities which are unmarked or unseen.
  • Freight elevators must be available for inflatables on upper floors or up sets of stairs. ZuperBounce, LLC will not accommodate an upstairs location without the use of a freight elevator.
  • It is the client's responsibility to ensure that rented items fit into designated space. Dimensions will be provided on invoice provided with contract.
  • Waivers must be signed by all participants on site prior to riding any mechanical.
  • All inflatables require the removal of sharp objects, earrings, cell phones, and keys. All participants must wear socks on slides. If any participant doesn't follow safety guidelines, ZuperBounce, LLC reserves the right to bar participant from event.
  • In the case of rain, wind, or inclement weather, ZuperBounce, LLC reserves the right to shut down any item at any time. Refunds or credits will not be provided.

GRATUITIES
  • Gratuities are optional and should be paid directly to or in the performer's name.

TERMS AND CONDITIONS

Client understands that by signing this document, it has purchased novelty items and/or movie services from ZuperBounce, LLC, also known as ZuperMovies, ZuperEventZ, ZuperPhotoZ or ZuperBearZ as outlined on the accompanying estimate and/or invoice; once that performance period is sold to Client, ZuperBounce, LLC then turns away others who would like performances on the same date and time. When a Client withdraws its commitment prior to a performance—for reasons other than weather conditions, ZuperBounce, LLC has lost the opportunity to resell a customer into the same date/time period. Under these conditions, ZuperBounce, LLC does not offer refunds or credits or any reason whatsoever. If weather causes a cancellation, the client must adhere to the inclement weather cancellation policy which requires a rescheduled performance within a 365 day period of time from the original performance. Please see inclement weather cancellation policy for additional details.

If Client cancels a reservation for performance for any of the reasons below, NO CREDITS OR REFUNDS ARE GIVEN AND CLIENT IS REQUIRED TO PAY AMOUNT DUE IN FULL:
  • Due to a change of mind for any reason whatsoever (including security concerns)
  • Due to failure to acquire sponsorship or loss of sponsorship
  • Due to loss of venue
1. ZuperBounce, LLC shall have no obligation for furnishing or providing any other duties or equipment or utility costs. ZuperBounce, LLC shall devote sufficient time and effort to the delivery of services to Client. It is understood between the parties that ZuperBounce, LLC may engage in other employment or activities and is not expected to devote full time to the duties undertaken by the engagement on the accompanying invoice.

2. All production and operational decisions regarding the contracted equipment and/or services to be provided by ZuperBounce, LLC hereunder shall be within the sole discretion of ZuperBounces’ personnel. All equipment provided by the ZuperBounce, LLC shall be used solely for the purposes of the contracted item(s) and shall remain its sole property, and under its sole control.

3. Client agrees it shall apply for, obtain and provide for the benefit of ZuperBounce, LLC all insurance certificates, permits, licenses, electric and construction permits, etc. as required under applicable local, state and federal law, at the premises upon which such performances will take place, at no cost to ZuperBounce, LLC.

4. Client agrees that it shall provide and be responsible for adequate security and lighting, at no cost to ZuperBounce, LLC from load-in to load-out.

5. ZuperBounce, LLC shall, at all times, be considered under the terms of this Agreement as an independent contractor and not as an employee nor agent of Client, and ZuperBounce shall not be responsible for any obligation of Client with regard to the parties whatsoever.

6. There shall be no reduction of the above contract price in the event of a cancellation or non-completion of the event in part or in whole whether from accident, strike, riot, act of God, or any cause whatsoever.

7. Payment terms are Net 30 days. Payments via check, credit card or cash will be accepted prior to and at events. If payment is not received within 30 days of event date, a 5% late fee will be assessed, and a new invoice re-issued. If payment is not received within 90 days of event date, the account will be sent to collections.

8. All terms of this Agreement shall be interpreted under the laws of the State of New York and Client agrees to pay all actual attorney fees in regard to collection of any unpaid balances.

9. All terms of the Agreement between the parties are included herein and on this estimate and/or invoice and no additional terms shall be binding unless in writing and signed between the parties hereto. Neither party shall assign, subcontract, or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party. In case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein. This Agreement constitutes the entire agreement of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreements between the parties regarding the subject matter. No waiver of any provision in this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement. Client acknowledges that before signing below, Client has read all provisions of this Agreement and the estimate and/or invoice, and that Client understands the provisions fully and has received a copy of this Agreement.

INCLEMENT WEATHER CANCELLATION POLICY

In the following document, Inclement Weather is defined as weather considered severe, dangerous and unsafe for operation. Examples include rain, snow, lightning, high winds, extreme temperatures (hot or cold) or combination of the elements mentioned. In the event of inclement weather, client will first attempt to secure an indoor location prior to cancellation.

1: EVENT CANCELLED PRIOR TO TRANSPORTATION
• Situation - Scheduled event is cancelled due to existing or anticipated inclement weather prior to ZuperBounce, LLC incurring equipment transportation expense.

• Outcome - Client will not be charged & customer will be required to reschedule within 365 days from original event date (this can happen multiple times).

• Note – Client must contact ZuperBounce (585-752-9873) **24-hours** prior to event start time to avoid additional charges.

2: EVENT CANCELLED AFTER TRANSPORTATION BUT PRIOR TO SETUP
• Situation - Scheduled event is cancelled due to existing or anticipated inclement weather after ZuperBounce, LLC has transported equipment but prior to set up and operation.

• Outcome - Client will be charged a $250 transportation expense if event location is within 100 miles of ZuperBounce, LLC or a $500 transportation expense if event location exceeds 100 miles of ZuperBounce, LLC. Client will be required to use the remainder of their Payment either toward a reschedule or another service.

• Note – Client must advise ZuperBounce (585-752-9873) **2.0-hours** prior to event start time to avoid additional charges.

3: EVENT CANCELLED AFTER TRANSPORTATION & SETUP
• Situation - Scheduled event is cancelled due to existing or anticipated inclement weather after ZuperBounce, LLC has transported and set up the equipment.

• Outcome - Client will be charged the full amount of the invoice.

**ZuperBounce, LLC operates under a SAFETY 1st rule. We put the safety of our customer, our staff and equipment before the financial incentive of our operation. While it is intended to be an open communication process between ZuperBounce & our customer, we retain the right to cancel any event in situations that present potentially dangerous activity from occurring.**
**Invoice 2022-014**

**ZuperBounce, LLC**  
3900 Buffalo Road  
Rochester, NY 14624  
(585)752-9873  
info@zupereventz.com  
www.ZupereventZ.com

**BILL TO**  
Jessie Hollenbeck  
Town of Pittsford  
11 South Main Street  
Pittsford, NY 14534

**DATE**  
07/14/2022

**PLEASE PAY**  
$875.00

**DUE DATE**  
08/13/2022

<table>
<thead>
<tr>
<th>DELIVERY TIME</th>
<th>START TIME</th>
<th>END TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
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</table>
| 07/14/2022 | 30 foot Movie System  
* Includes delivery, setup, cleanup & staff  
* Requires 3-15/20 Amp Dedicated circuits  
* Requires 50' D x 50' W x 30' H (space)  
* Requires Grass Staking, 1 @ $875.00 | 875.00 |

The balance of payment is due 30 days after service is rendered unless otherwise agreed upon in writing.

**TOTAL DUE**  
$875.00

**THANK YOU.**
ZuperBounce, LLC  
3900 Buffalo Road  
Rochester, NY 14624  
(585)752-9873  
info@zupereventz.com  
www.ZupereventZ.com

BILL TO  
Jessie Hollenbeck  
Town of Pittsford  
11 South Main Street  
Pittsford, NY 14534

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</table>
| 07/28/2022 | 30 foot Movie System  
* Includes delivery, setup, cleanup & staff  
* Requires 3-15/20 Amp Dedicated circuits  
* Requires 50' D x 50' W x 30' H (space)  
* Requires Grass Staking, 1 @ $875.00 | 875.00 |

The balance of payment is due 30 days after service is rendered unless otherwise agreed upon in writing.

TOTAL DUE  
$875.00

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3900 Buffalo Road  
Rochester, NY  14624  
(585)752-9873  
info@zupereventz.com  
www.ZupereventZ.com

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Jessie Hollenbeck  
Town of Pittsford  
11 South Main Street  
Pittsford, NY  14534

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<tbody>
<tr>
<td>08/11/2022</td>
<td>30 foot Movie System</td>
<td>875.00</td>
</tr>
<tr>
<td></td>
<td>* Includes delivery, setup, cleanup &amp; staff</td>
<td></td>
</tr>
<tr>
<td></td>
<td>* Requires 3-15/20 Amp Dedicated circuits</td>
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<tr>
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TOTAL DUE  
$875.00

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* Requires 3-15/20 Amp Dedicated circuits  
* Requires 50' D x 50' W x 30' H (space)  
* Requires Grass Staking, 1 @ $875.00      | 875.00 |

The balance of payment is due 30 days after service is rendered unless otherwise agreed upon in writing.

TOTAL DUE  
$875.00

THANK YOU.
PICKLEBALL COURT OPTIONS
Current Conditions

• 4 Pickleball Courts on Existing Tennis Courts
Option 1
- 2 Pickleball Courts in place of 1 Tennis Court
- Add Fence
- Remove Pickleball Lines

Estimated Budget $6,000
Option 2
- 4 Pickleball Courts in place of 1 Tennis Courts
- Add Fence and Gate
- Shift 2 Courts and Nets / Remove Pickleball Lines

Estimated Budget $16,000
Option 2.5

- Additional Pickleball Court next to Basketball

Estimated Budget

$34,000
Option 3
- New Pickleball Court with Lights
- Remove Pickleball Lines on Existing Courts
- Less Parking

Estimated Budget
~$450,000
MEMORANDUM

To: Pittsford Town Board

From: Cheryl Fleming, Personnel Director

Date: March 16, 2022

Regarding: Recommendations for Hiring/Personnel Adjustments

For Meeting On: April 5, 2022

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Dept</th>
<th>Position</th>
<th>Rate</th>
<th>Date of Hire</th>
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</thead>
<tbody>
<tr>
<td>Richard Howk</td>
<td>Parks</td>
<td>Seasonal-Laborer</td>
<td>$14.50</td>
<td>04/04/2022</td>
</tr>
<tr>
<td>Anthony Brott</td>
<td>Recreation</td>
<td>Recreation Leader FT</td>
<td>$20.89</td>
<td>04/04/2022</td>
</tr>
<tr>
<td>Armand Miale</td>
<td>Recreation</td>
<td>Recreation Assistant PT</td>
<td>$15.00</td>
<td>04/04/2022</td>
</tr>
<tr>
<td>Abigail Farr</td>
<td>Recreation</td>
<td>Recreation Assistant PT</td>
<td>$13.20</td>
<td>04/07/2022</td>
</tr>
<tr>
<td>Michelle Stenglein</td>
<td>Recreation</td>
<td>Recreation Assistant PT</td>
<td>$15.00</td>
<td>04/07/2022</td>
</tr>
<tr>
<td>Stephen Eddy</td>
<td>Court</td>
<td>Guard</td>
<td>$30.00</td>
<td>04/07/2022</td>
</tr>
<tr>
<td>Paul Mosakowski</td>
<td>Recreation</td>
<td>Recreation Assistant PT</td>
<td>$15.00</td>
<td>04/25/2022</td>
</tr>
</tbody>
</table>

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

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<td>Recreation</td>
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<td>$15.00</td>
<td>04/25/2022</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Reason for Change</th>
<th>Rate</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anastasia Taggart</td>
<td>Library Page</td>
<td>Additional Position</td>
<td>$13.20</td>
<td>04/11/2022</td>
</tr>
</tbody>
</table>

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

<table>
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