Call to Order

Pledge of Allegiance

Minutes

   Approval of Minutes of the meetings of March 21, 2023

Legal Matters

   Public Comment
   15 Summers Circle – Easement Encroachment
   Engagement letter with Harris Beach for bond financing for new Courthouse

Financial Matters

   Public Comment
   Surplus
   Budget Transfer
   Addition to Fee Schedule
   Update on Grant Funding

Recreational Matters

   Public Comment
   2023 Summer Programs
   Access Agreement with Bank of America

Personnel Matters

   Public Comment
   Hiring Resolutions

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/FcqTL0OYMCU6WlccUApU3twz4dm9V/stream/819?fullscreen=false&showtabs=false&autostart=true

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

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

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

and, in addition,

- at any time during the meeting by email to comments@townofpittsford.org

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

2. On-Demand Video

As always, video will be uploaded to our cable access station’s streaming portal within 48 hours of the meeting. It is available on demand. You can see it here:
https://videoplayer.telvue.com/player/FcqTL0OYMCU6WlccUApU3twz4dm9V/stream/690?fullscreen=false&showtabs=false&autostart=true
Minutes of the Town Board for March 21, 2023

DRAFT
TOWN OF PITTSFORD
TOWN BOARD
MARCH 21, 2023

Proceedings of a meeting of the Pittsford Town Board held on Tuesday, March 21, 2023, at 6:00 P.M. local time in the Lower-Level Meeting Room of Town Hall, 11 South Main Street, in person.


ABSENT:

ALSO PRESENT: Staff Members: Paul J. Schenkel, Commissioner of Public Works; Brian Luke, Finance Director; Robert Koegel, Town Attorney; Renee McQuillen, Town Clerk; Shelley O’Brien, Communications Director; Spencer Bernard, Chief of Staff; Jessie Hollenbeck, Recreation Director, Hayes Wallman, Deputy Town Clerk.

ATTENDANCE: Fourteen 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 ANNOUNCEMENTS
Supervisor Smith showed off his colorful socks in support of the “Rock your Socks” recognition of World Downs Syndrome Day.

MINUTES OF THE MARCH 7 MEETING APPROVED
A Resolution to approve the Minutes of the Town Board meeting of March 7, 2023, was offered by Councilmember Townsend, seconded by Councilmember Taylor, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:
RESOLVED, that the Minutes of the March 7, 2023, Town Board meeting are approved.

FINANCIAL MATTERS

PUBLIC COMMENTS
No comments were made.

FEBRUARY SURPLUS APPROVED
Upon review, a resolution to approve the surplus inventory listed 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, that the attached list of equipment be declared surplus and removed from the Town’s inventory.
FEBRUARY VOUCHERS APPROVED

Board members acknowledged review of the vouchers proposed for payment and a resolution to approve the proposed vouchers was offered by Deputy Supervisor 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 February vouchers from numbers 160243 - 160519, totaling $517,134.80 were approved for payment.

BUDGET AMENDMENT AND TRANSFER APPROVED

Following review of the proposed amendment and transfer, Supervisor Smith made a motion to approve the amendment and transfer, 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:
Be it resolved that the following are approved:

Amendment:

That 1.7550.4025.11.2 (Celebrations – PGA Tour Event) be increased by $3,000 for a sponsorship from Canandaigua National Bank.

Transfer:

That $8,225 be transferred from 1.1990.4000.1.1 (Contingency) to 1.7550.4025.11.2 (Celebrations – PGA Tour Event).

OPERATIONAL MATTERS

PUBLIC COMMENTS

No comments were made.

FARM LEASES OF TOWN OWNED LANDS AUTHORIZED

Supervisor Smith reviewed the proposal to approve renewing Farm Leases on Town-owned land and adding an additional lease, furthering the intent of the Town’s policies of encouraging agriculture in Pittsford and keeping these lands under cultivation.
Councilmember Townsend made a motion authorizing the Supervisor to be able to sign the farm leases. Deputy Supervisor Munzinger seconded, and members voted as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared passed as follows:
RESOLVED, Resolved, that the Supervisor be and hereby is authorized to execute leases with the following farmers for the land designated next to the name of each, upon receipt of certificates of insurance, from January 1, 2023, through December 31, 2025, in the amount of $25.00 per acre, per year:

Robert Lehman 12.5 acres in the Autumn Ridge Subdivision
57.5 acres on the Royal Coach Property

Larry Knickerbocker 8.0 acres on Knickerbocker Road
15.0 acres on Laureldale Drive

Marc Kreiger 7.0 acres on Tobey Road
26.0 acres in the Isaac Gordon Nature Park
19.0 acres Heather Heights

Jared Brush 18.0 acres on Hedgewood Lane

Sal Imburgia 6.8 acres on Clover Street (Bridleridge Farms)

APPROVAL OF 2023 FOOD VENDING PERMIT FOR HARLADAY HOTS
A Resolution to authorize issuing a Food Vending Permit to Harladay Hots was offered by Councilmember Taylor, 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 Town Board approves the proposed Food Vending Permit to Harladay Hots, Inc., for a vending unit located at 10 N. Main St., from May 1st to October 31st, 2023, seven days a week from 10:00 a.m. – 3:00 p.m. and that the Town Supervisor is authorized to issue the Permit.

APPROVAL OF 2023 FOOD VENDING PERMIT FOR PITTSFORD LITTLE LEAGUE
A Resolution to authorize issuing a Food Vending Permit to Pittsford Little League was offered by Supervisor Smith, seconded by Councilmember Townsend, 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 Town Board approves the proposed Food Vending Permit to Pittsford Little League, for a vending unit located at 34 East St., from April 1st to October 31st, 2023, 5:30PM – 8:30PM, Monday – Friday and 8:00AM to 8:00PM, Saturday – Sunday and that the Town Supervisor is authorized to issue the Permit.

INTERMUNICIPAL AGREEMENT WITH MONROE COUNTY FOR THE REPLACEMENT OF STONE ROAD CULVERTS
Supervisor Smith explained that, this summer, Monroe County will replace two deteriorated culverts under Stone Road. In anticipation of a proposed mixed-use trail along Stone Road as outlined in the Town/Village Active Transportation Plan, the installation of such a trail would require ten feet added to each culvert. The County is willing to lengthen the new culverts to accommodate a future mixed-use trail if the Town pays for the additional length. It is proposed to use ARPA funds to cover the costs.
Councilmember Townsend made a motion to authorize the Supervisor to execute the Intermunicipal Agreement with Monroe County for replacement of two culverts on Stone Road, Councilmember Taylor seconded, and members voted as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared passed as follows:
RESOLVED, that the Town Supervisor be and hereby is authorized to execute the Intermunicipal Agreement with the County of Monroe in the form attached, for the replacement of two culverts on Stone Road culverts that include Town-funded accommodations for a future mixed-use trail.

APPROVAL OF ARPA AMENDMENT AND TRANSFER FOR STONE ROAD CULVERTS
Following the approval of the Intermunicipal Agreement for the Stone Road Culvert work, Supervisor Smith made a motion to transfer the necessary funds and to authorize the Finance Director to amend the budget as necessary, Deputy Supervisor Munzinger seconded the motion, and members voted as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared passed as follows:
Be it resolved that the following is approved:

That 5.5112.2009.55.40 (Highway – Sidewalks) be increased by $145,000.00 for the Stone Road Culvert project.

The source of these funds will be American Rescue Plan Act (ARPA) Federal Aid totaling $145,000.00. The Finance Director is authorized to amend the budget as necessary to facilitate the expenditure of these funds.

SETTING OF BID DATE FOR CONTRACTED REFUSE DISTRICT SERVICES
Supervisor Smith spoke about the competitive bidding process, that the lowest responsible bidder is awarded the contract. He proposed to table setting the bid date until the board has time to review the bid specifications, board members were in agreement, and the Supervisor made the motion to table the discussion until the bid specifications are complete and board members can review, Councilmember Townsend seconded; and members voted as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared passed as follows:
RESOLVED, that the setting of a bid date for Contracted Refuse District Services be tabled until the bid specifications are complete and Town Board members can review and discuss at a future meeting.

PERSONNEL MATTERS
PUBLIC COMMENTS
No comments were made.

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Dept</th>
<th>Position</th>
<th>Rate</th>
<th>Date of Hire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rory Bailey Shear</td>
<td>Recreation</td>
<td>Rec Assistant</td>
<td>$14.20</td>
<td>03/20/2023</td>
</tr>
</tbody>
</table>
Minutes of the Town Board for March 21, 2023

Jennifer Morrow   Seniors    Rec Assistant     $15.98   04/03/2023

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

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>Rate</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gavin Vaillancourt</td>
<td>Laborer Seasonal-Parks</td>
<td>Transfer from REC</td>
<td>$18.60</td>
<td>04/03/2023</td>
</tr>
</tbody>
</table>

The Resolution was declared passed as follows:

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

<table>
<thead>
<tr>
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</table>

**OTHER BUSINESS**

Supervisor Smith spoke about an upcoming private group event at the Community Center which his office has fielded numerous calls about. Board members each offered their views, and all acknowledged the need for respectfulness.

The Supervisor also told board members that the part of the Governor’s housing proposal that would override municipal zoning, discussed at the last meeting, has been omitted from the budget bills in the State Assembly and State Senate, although it could reappear during budget negotiations.

**PUBLIC COMMENTS**

Marty Martina shared a comment.

With no further business, the meeting adjourned at 6:47 P.M.

Respectfully submitted,

Renee McQuillen
Town Clerk
MEMORANDUM

To: Town Board Members
From: Robert B. Koegel
Date: March 17, 2023
Regarding: 15 Summers Circle – Easement Encroachment
For Meeting On: April 4, 2023

Ladies and Gentleman:

When developing the Kensington Woods North Subdivision in the early 2000s, the Town acquired an easement for the installation of sanitary and storm sewers along the western boundary of 15 Summers Circle. The sewers are still in use and maintained by the Town of Pittsford. In recent years, the property owner at 15 Summers Circle has installed a paver patio that encroaches into the aforesaid easement area, but does not interfere with the use and maintenance of the sewers. The Town has televised the storm and sanitary sewers in the rear of 15 Summers Circle and found them to be satisfactory.

In the event that the Town Board desires to enter into an encroachment and hold harmless agreement for the easement, I would suggest the following resolution motion:

RESOLUTION

I move that the attached proposed “Easement Encroachment and Hold Harmless Agreement” involving the Town’s easement located on 15 Summers Circle be approved and that the Supervisor be authorized to execute the agreement.
EASEMENT ENCROACHMENT
AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT made as of the 20th day of March, 2023, between P. David Maggi and Annette J. Maggi, having an address of 15 Summers Circle, Pittsford, New York, “Owner,” and the Town of Pittsford, a municipal corporation with its principal office at 11 South Main Street, New York, “Town.”

WITNESSETH:

WHEREAS, the Owner and/or the Owner’s predecessor in title previously granted to the Town herein a permanent easement as set forth hereafter; and

WHEREAS, the Owner desires to encroach upon said easement for the purpose set forth hereinafter; and

WHEREAS, the Town herein has determined that the proposed encroachment is allowable, in accordance with the terms and conditions of the within Agreement, including the indemnity contained herein; and

NOW, THEREFORE, in consideration of the mutual promises and understandings contained herein, and for other good and valuable consideration, the parties do hereby agree as follows:

1. The easement which is the subject of the within Agreement is as follows:
   Easement Type: Sanitary Sewers and Storm Water Drainage Control
   Date of Execution: November 6, 2007
   Recorded at the Monroe County Clerk’s Office: November 14, 2007 – Deeds, Liber 10545, Page 224

2. The encroachment on the foregoing easement by the Owner will be limited to the portion of said easement as set forth and delineated on “Exhibit 1” attached hereto and made a part hereof. The nature of the encroachment allowed by this Agreement is the following: a paver patio encroaches into the 32-foot-wide easement.

3. The Owner specifically indemnifies and holds the Town harmless in the event that any improvement in the easement encroachment area is disturbed, at any time, as a result of the reasonable exercise of the easement by the Town and, therefore, the Owner hereby indemnifies and holds the Town, its agents, servants, successors, assigns and/or employees, harmless from any and all claims or causes of action which may arise for any damages to any improvement located in the easement encroachment area which is disturbed, damaged, or destroyed, in the course of performing any reasonable and/or necessary work or activity in said easement area, with the exception of restoring soil and grass seed to any disturbed area.

4. The Town shall use reasonable care in its sole judgement to avoid damage or destruction to any improvement of the Owner allowed, as aforesaid, by this Agreement.

5. The Town grants to the Owner, the right to maintain and/or repair, as necessary, the improvement allowed, as aforesaid, by this Agreement.
6. In the event that, at any time, the improvement of the Owner which is allowed by this Agreement is removed from the easement area, this Agreement shall be null and void, without any further liability on the part of either the Owner or Town.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, as well as the respective distributees, legal representatives, successors in office, and assigns of the parties.

IN WITNESS WHEREOF, the parties herein have caused this instrument to be signed on the day and year set forth below.

Property Address: 15 Summers Circle, Pittsford NY 14534
Tax Account Number: 177.01-4-9

BY OWNERS

[Signature]

P. DAVID MAGGI

[Signature]

ANNETTE J. MAGGI

BY TOWN

____________________________________________

WILLIAM A. SMITH, JR.
TOWN SUPERVISOR
STATE OF NEW YORK)  
COUNTY OF MONROE) ss.

On the 6th day of March, 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared P. DAVID MAGGI, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

EILEEN M. BYERS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01BY6320423  
Qualified in Monroe County  
My Commission Expires March 02, 2027

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.

On the 6th day of March, 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared ANNETTE J. MAGGI, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

EILEEN M. BYERS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01BY6320423  
Qualified in Monroe County  
My Commission Expires March 02, 2027

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.

On the _____ day of ____________, 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM A. SMITH, JR., 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

________________________  
NOTARY PUBLIC
MEMORANDUM

To: Town Board Members
From: Robert B. Koegel
Date: March 16, 2023
Regarding: Harris Beach bond work engagement letter – 57 Monroe Ave. property
For Meeting On: April 4, 2023

Ladies and Gentleman:

As you know, the Town intends to issue municipal bonds to finance the purchase of the property at 57 Monroe Avenue and possibly to finance the renovation of the existing building into a new courthouse as well.

Over the years, the Town has engaged the Rochester-based law firm of Harris Beach PLLC to perform various and sundry legal services for the Town, such as rendering legal advice on employment matters and performing municipal bond financing work on selected projects.

The Town has received a proposed fee letter from the New York office of Harris Beach to engage its services on the bond work for purchasing and possibly renovating the new courthouse property. A copy of the fee letter is submitted herewith.

Should you wish to approve the fee letter, you may use the following resolution:

RESOLUTION

RESOLVED, that the Town Board of the Town of Pittsford authorizes the Supervisor to execute an engagement letter with the Harris Beach law firm to provide bond counsel services to the Town in connection with the Town’s purchase and renovation of the 57 Monroe Avenue property.
March 8, 2023

VIA ELECTRONIC MAIL

Town of Pittsford
Attn: William A. Smith, Town Supervisor
11 S. Main Street
Pittsford, New York 14534

Re: Proposal to Provide Bond Counsel Services

Dear Supervisor Smith:

Harris Beach is pleased to submit this proposal to continue to provide bond counsel services to the Town of Pittsford (the “Town”), including a summary of the scope of services we are prepared to provide as Bond Counsel, the fee schedules for these services and terms of payment.

This proposal letter sets forth the terms of engagement under which Harris Beach PLLC agrees to serve as bond counsel to the Town, including a summary of the scope of services we would provide as Bond Counsel, the fee schedules for these services and terms of payment.

Experience

Harris Beach PLLC is a nationally recognized bond “red book” listed bond counsel firm. We serve as bond counsel to municipalities, school Towns, fire districts and state and local agencies throughout New York State. Our Public Finance Department has experience with all types of general obligation bond financings and has worked with most of the underwriters and fiscal advisors who do business with New York State municipalities and school districts.

Services

As Bond Counsel to the Town, we would act as a recognized independent counsel with respect to the authorization of the obligations being issued, and undertake all legal services associated with that responsibility. In particular, we would draft the bond resolution to be adopted by the Town Board of the Town with respect to the project to authorize the bonds to be issued, and all associated legal notices and certificates. In connection with our preparation of such documents, we would review the proceedings undertaken by the Town under the State Environmental Quality Review Act (“SEQRA”) with respect to the project. Further, in connection with any water district or sewer district project, we would also review the proceedings undertaken by the Town under Article 12 or 12A of the Town Law or, at the Town’s request, we would assist in drafting such proceedings. We also would work closely with the Town in structuring the financing, provide counsel regarding municipal finance questions raised in connection with the project and advise as to alternatives available under any particular scenario. Set forth below is a description of the scope of services we would provide.
Resolutions and Associated Proceedings. As Bond Counsel to the Town, we will act as a recognized independent counsel with respect to the authorization of the obligations being issued, and undertake all legal services associated with that responsibility. In particular, we will prepare all resolutions to be adopted by the Board of the Town to authorize the bonds and/or notes to be issued, and all associated legal notices and certificates. We would also review associated proceedings undertaken by the Town in connection with the project. We will work closely with the Town in structuring the financing, provide counsel regarding municipal finance questions raised in connection with the financed projects and advise the Town as to alternatives available under any particular scenario.

Bond Anticipation Notes and Statutory Installment Bonds. For each bond anticipation note ("BAN") or Statutory Installment Bond ("SIB") issue, we would prepare or review, as appropriate, the Notice of Sale, if any, for the financing, and if an Official Statement is being published for the transaction, we would assist in the preparation of such document by reviewing those sections describing the notes or bonds, as applicable, the projects being financed, and the legality and tax-exempt status of the notes and/or bonds. For the closing on any BAN or SIB, we would prepare all of the necessary documentation, including the certificate of determination or authorizing resolution, as appropriate, the arbitrage and tax certificates, the continuing disclosure agreement, if required, and all other certificates and documents customarily provided in this type of transaction. If the notes (or bonds) are to be in book entry form, we would arrange for delivery of the notes to the Depository Trust Company (DTC). We would also prepare and file the necessary information return ("Form 8038-G") with the Internal Revenue Service. Finally, we would render our approving opinion regarding the validity, enforceability and tax-exempt status of the notes and/or bonds.

Serial Bonds. For each serial bond transaction, we expect to be primarily responsible for the preparation of the notice of sale for the bond issue. We would also assist the Town in the preparation of any Official Statement by reviewing those sections of the document pertaining to the bond issue, the project being financed, and the legality and tax exempt status of the bonds. For the closing on the bond issue, we would prepare all of the necessary documentation, including the certificate of determination, the form of bond, the tax and arbitrage certificate, the continuing disclosure agreement, if required, and all other certificates and documents customarily provided for a bond financing. For bonds secured by a municipal bond insurance policy, we would coordinate with the bond insurer to ensure satisfaction of all the requirements for the delivery and release of their policy, and all associated documents and opinions. We would also arrange for the delivery of the bonds to the purchaser (or if the bonds are in book entry form, to the depository for the bonds) and file the necessary information return (Form 8038-G) with the Internal Revenue Service. Finally, we would render our approving bond counsel opinion regarding the validity, enforceability and tax exempt status of the bonds, and any supplemental opinions necessary.
Refunding Bond Financings. For each refunding bond transaction, in addition to the services described above for serial bond issues generally, we would prepare the refunding bond resolution, review the proceedings and documentation for each of the outstanding bond issues that are candidates to be refunded to assure compliance with the Local Finance Law and tax law, review the preliminary refunding financial plan, advise the Town on legal issues in connection with the structuring of the defeasance escrow and assist the Town and its financial advisor in the preparation of the Official Statement. If the refunding bonds are to be sold on a negotiated basis, we would review, comment on and advise the Town on the bond purchase agreement to be entered into with the underwriter. We would prepare the required present value savings certification of the Town and submit such certification to the New York State Comptroller for approval as required by the Local Finance Law. We would also prepare the escrow contract, and review and comment on the verification report establishing the sufficiency of the escrow.

Please note that in connection with each bond and note transaction for which the Town will be publishing an official statement (or other disclosure document) (the “Official Statement”), we do not anticipate that we will be primarily responsible for the preparation of the Official Statement for said financing. It is our assumption that the Official Statement will be prepared by the Town’s fiscal advisor, as is customarily the case. We will, however, review the Official Statement and comment, as necessary, to ensure that the Town has complied with all applicable disclosure and filing requirements in connection with the bond issue.

Tax Diligence and Advice. In connection with each contemplated financing, we will conduct a tax analysis to confirm that the bonds or notes being issued are eligible to be issued on a tax-exempt basis. Such tax review will also take into account the expected use of the projects being finance, as well as the other sources of funds available to pay a portion of the project costs.

Following the issuance of bonds or notes for a project, and so long as such indebtedness remains outstanding, we would counsel the Town, as needed, with respect to its ongoing obligations to comply with the Federal tax law requirements applicable to tax-exempt obligations.

Should you request our assistance with respect to another matter, the scope of that engagement, the services we will provide, and any other relevant information will be the subject of a separate written acknowledgment (which may be communicated by email) by the Firm and the Town that relates specifically to such other matter, but which may incorporate the other terms of this letter of engagement by reference.

Except as we may otherwise both agree in writing, you agree that we may disclose the fact of our representation of you, including in materials that the Firm uses to describe its practices and expertise.
Firm Personnel: Principal Contact

Jeff Storch will be responsible for the supervision of the Matter, but the Town is engaging the Firm as a whole and not any individual attorney. Jeff can be reached at (212) 912-3504; jstorch@harrisbeach.com. As necessary or appropriate, the Firm will draw upon the talents and experience of other Firm attorneys, professionals, and staff in providing services relating to the Matter.

Fees and Charges

Set forth below is the proposed schedule for fees we will charge the Town for the bond counsel services described above:

Drafting of Resolutions and Associated Notices. For drafting the authorizing proceedings for a project (including the associated review of the prior proceedings undertaken by the Town, and the related telephone conversations with Town officials) our fee will be $1,250. In the event that the scope or cost of the project subsequently changes, necessitating an amendment to the bond resolution, our fee for drafting such amendment will be determined at such time, but should range between $1,250 and $1,500, depending on the circumstances and the amount of work involved. Note that any work in connection with the creation or consolidation of any Town special district(s) will be charged on a non-transactional basis.

Bond Anticipation Notes (“BANs”). For any bond anticipation note (“BAN”), we would charge a fee not to exceed $1,500 plus $0.50 per thousand dollars. There will also be a fee of $750 for the review of any Official Statement and/or Notice of Sale.

Statutory Installment Bonds. For each Statutory Installment Bond issue, we would charge a fee of $2,500 plus $1.00 per thousand dollars of bonds issued.

Serial Bonds (competitive bid; less than $1,000,000 with no Official Statement). For each serial bond under $1,000,000 that is competitively bid and for which there is no Official Statement, we would charge a fee of $3,000 plus $1.00 per thousand dollars of bonds issued.

Serial Bonds (competitive bid over $1,000,000 or private sale). For each serial bond issue that is either (i) $1,000,000 or greater and that is competitively bid or (ii) that is being sold on a negotiated or private sale basis, we would charge a fee of $4,500 plus $1.00 per thousand dollars of bonds issued.

Refunding Bonds. Our fees in connection with any refunding bond transaction would be as agreed upon with the Town at the time of the transaction. For estimation purposes only, our bond counsel fees on a refunding bond transaction generally range between $15,000 and $35,000, and are dependent upon, among other things, the number of bond issues being refunded, the extent of tax diligence to be undertaken, whether the financing would be considered a current refunding or advance refunding for Federal tax purposes; and the size of the financing.
Non-Transactional Services. For all other services provided other than in connection with a specific financing transaction, we would charge the Town on an hourly basis for the amount of time devoted to the matter, at the following hourly rates: $275 for partners, $175 for associates and $90 to $125 for paralegals. Jeff Storch’s hourly rate will be $275. Before undertaking any non-transactional services for the Town, we will advise the Town that such work will be billed on an hourly basis.

Disbursements. Except as set forth below, outside of fees for overnight delivery, the Firm does not charge for any additional expenses incurred in connection with the Town’s financings or refinancing of its bonds and notes.

For any work performed outside of the Town’s issuance of bonds or notes, including, but not limited to, work billed on an hourly basis, there may be other charges for items incident to the performance of legal services, such as travel expenses, specialized computer applications such as computerized legal research, and filing fees, if any. The Town shall have the right to request and receive copies of any receipts or documentation necessary to verify our costs.

In the event a dispute arises between the Town and the Firm regarding fees, the Town may have the right to arbitrate that dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to the Town upon request.

Should the Town ever issue a litigation hold to the Firm for a matter unrelated to the Firm (e.g., due to a subpoena or litigation/threatened litigation in which the Firm is not a party or potential party), the Town shall reimburse the Firm for its reasonable costs expended in complying with such litigation hold.

If the Town ever overpays an invoice, the Town agrees that the Firm may apply such overpayment to any outstanding fees and expenses or to the Town’s next bill, with notice to the Town as to how the Firm applied the overpayment. If there are no outstanding fees or expenses and no work in progress, the Firm shall refund the overpayment to the Town.

The above fee quotes are based upon our understanding of the scope of services customarily provided on financing transactions. In the event that there is a change in circumstances which warrants significantly greater Bond Counsel services than which are normally required in connection with the types of transactions outlined above, we would contact you to arrange for an appropriate adjustment in our Bond Counsel fee, in an amount to be agreed upon with the Town at that time.
Billing and Collection Information

For services performed in connection with the issuance of bonds, notes, or other financings, our fees are normally billed after the closing of each transaction. We customarily do not submit an invoice for services until that time, unless there is a substantial delay in completing the financing or the financing is not completed. Our fees for the preparation of amendments to bond resolutions and associated notices or special district approval proceedings at the Town’s option will be billed upon the closing of the first bond anticipation note bond issue for the applicable project, unless the Town determines not to proceed with financing said project, in which case our fee would be due and payable at time of such determination. For services not associated with a specific financing transaction, we would bill the Town upon completion of such specific services, or for ongoing matters, on a monthly or other periodic basis, as agreed to with the Town.

Client Cooperation

By engaging us to serve as Bond Counsel, the Town agrees to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. The Town also agrees to pay in a timely manner our statements for services and expenses as provided above.

Conclusion of Representation; Disposition of Client Documents

Unless previously terminated, our representation with respect to the Matter will terminate upon the Firm sending to the Town a final statement for services rendered in connection with the Matter. Following such termination, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, the Firm will return the Town’s papers and property promptly after receipt of payment for any outstanding fees and costs. If you do not make such a request within ninety (90) days following such termination, you agree and understand that any materials left with the Firm after the engagement ends may be retained or destroyed at our discretion. You should understand that “materials” include paper files, as well as information in other storage media, including voicemail, email, printer files, copier files, video files, and other formats. The Firm reserves the right to make, at our expense, copies of all documents generated or received by us in the course of our representation. The Firm’s files pertaining to the Matter will be retained by the Firm. These Firm files include, for example, Firm administrative records; internal lawyers’ work product, such as drafts, notes, and internal memoranda; and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We will retain all remaining documents for a certain period of time, but reserve the right for various reasons, including the minimization of unnecessary storage expenses, to destroy or otherwise dispose of them within a reasonable time after the termination of the engagement.
Termination of Engagement

Either the Town or Harris Beach may terminate our engagement as Bond Counsel (the "Engagement") at any time for any reason by written notice, subject, on our part, to the rules of professional responsibility. No such termination, however, would relieve the Town of the obligation to pay the legal fees owed to Harris Beach for services performed and other charges owed to us through the date of termination. After the completion of our services on the Town's behalf, changes may occur in applicable laws or regulations that could have an impact upon the Town's future rights and liabilities. Unless the Town engages Harris Beach after completion of the Engagement to provide additional advice on issues arising from the Engagement or related matters, Harris Beach would have no continuing obligation to advise the Town with respect to future legal developments.

Communication with the Town

Unless the Town directs otherwise, the Firm will use unencrypted e-mail as the primary means of communication with the Town, and the Town shall inform the Firm of which e-mail address(es) the Firm should use for such communication. The Firm may also use cellular telephones (including smart phones) and facsimile machines to communicate with the Town. Texting is not a preferred method of communication, but may be used on a limited basis to communicate non-sensitive information to the Town. The Firm will take reasonable steps to protect the confidentiality of Firm-Client communications, but, unless applicable law provides otherwise, the Firm will not be responsible for disclosures of the Town’s confidential information occurring from the use of such communication technologies. The Town agrees to notify the Firm if Client has any requests or requirements regarding the Firm’s methods of communication with Client that differ from the foregoing.

Possible Conflicts

Conflicts of interest will be handled as required by applicable rules of professional conduct. Unless otherwise agreed, for the purpose of determining whether a conflict of interest exists, it is only the Town that the Firm represents, and not any of its Affiliates. The Town agrees not to give the Firm any confidential information regarding any Affiliate unless: (a) that Affiliate has separately engaged the Firm to perform services on that Affiliate’s behalf; or (b) such information is essential to the engagement set forth herein. While the Firm recognizes that to act adversely to any Affiliate could jeopardize a long-term relationship with the Town, which the Firm does not wish to do, for conflict of interest purposes the Firm reserves the right to represent another client with interests adverse to any Affiliate that is not itself a Firm client without obtaining any consent from the Town or the Town’s Affiliates.

The Firm maintains a Risk Management Committee that acts as in-house counsel to its attorneys and will, on occasion, retain outside counsel when an attorney handling a client matter may have a concern on a matter of professional responsibility. To the extent the Firm is addressing its duties, obligations, or responsibilities to the Town in those consultations, it is
possible that a conflict of interest might be deemed to exist as between Firm lawyers or the Firm and the Town. The Town agrees that these consultations are protected from disclosure by the Firm’s attorney-client privilege and that the Town will not seek to discover or inquire into them. Of course, nothing in the foregoing shall diminish or otherwise affect the Firm’s obligation to keep Client informed of material developments in the Firm’s representation of the Town, including any conclusions arising out of such consultations to the extent that they affect the Town’s interests.

We appreciate the opportunity to present this proposal to continue to serve as Bond Counsel to the Town. If you have any questions regarding this engagement letter, please do not hesitate to contact me. Otherwise, if this proposal is acceptable, please so indicate by emailing a signed copy of this engagement to me at jstorch@harrisbeach.com.

Very truly yours,

HARRIS BEACH PLLC

By:  

Jeffrey Storch, Member

Agreed to and accepted this 
____ day of __________, 2023.

TOWN OF PITTSFORD

By:  

Name:  

Title:  
MEMORANDUM

To: Pittsford Town Board
From: Brian Luke, Director of Finance
Date: March 28, 2023
Regarding: Surplus Inventory
For Meeting On: April 4, 2023

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>
</tr>
</thead>
<tbody>
<tr>
<td>14346</td>
<td>2004</td>
<td>ClaytonMarcus Sofa</td>
<td>Seniors</td>
<td>$1,099.00</td>
<td>Junk</td>
</tr>
<tr>
<td>14347</td>
<td>2004</td>
<td>ClaytonMarcus Sofa</td>
<td>Seniors</td>
<td>$1,099.00</td>
<td>Junk</td>
</tr>
<tr>
<td>12686</td>
<td>1999</td>
<td>Kodak Slide BC4201</td>
<td>Rec</td>
<td>$515.00</td>
<td>Junk</td>
</tr>
<tr>
<td>13202</td>
<td>2000</td>
<td>Gressco Kindersystem DPS 999</td>
<td>Rec</td>
<td>$4,108.00</td>
<td>Junk</td>
</tr>
<tr>
<td>16479</td>
<td>2007</td>
<td>Sony Movie Projector</td>
<td>Rec</td>
<td>$1,005.00</td>
<td>Junk</td>
</tr>
<tr>
<td>18771</td>
<td>2016</td>
<td>Ford F-250</td>
<td>Highway</td>
<td>$28,549.16</td>
<td>Auction</td>
</tr>
<tr>
<td>18772</td>
<td>2016</td>
<td>Unicell Western Plow with Wing</td>
<td>Highway</td>
<td>$5,326.00</td>
<td>Auction</td>
</tr>
<tr>
<td>18773</td>
<td>2016</td>
<td>Tommy Gate</td>
<td>Highway</td>
<td>$2,950.00</td>
<td>Auction</td>
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<tr>
<td>17572</td>
<td>2013</td>
<td>Backup Camera</td>
<td>Highway</td>
<td>$195.00</td>
<td>Auction</td>
</tr>
<tr>
<td>17574</td>
<td>2014</td>
<td>6 Wheel Cab &amp; Chasis</td>
<td>Highway</td>
<td>$89,425.00</td>
<td>Auction</td>
</tr>
<tr>
<td>17574-B</td>
<td>2014</td>
<td>All Season Dump Body &amp; Tarp</td>
<td>Highway</td>
<td>$66,518.00</td>
<td>Auction</td>
</tr>
<tr>
<td>17575</td>
<td>2014</td>
<td>Plow Henderson</td>
<td>Highway</td>
<td>$6,000.00</td>
<td>Auction</td>
</tr>
<tr>
<td>17576</td>
<td>2014</td>
<td>Plow Wing Henderson</td>
<td>Highway</td>
<td>$4,000.00</td>
<td>Auction</td>
</tr>
</tbody>
</table>
Budget Transfer

Be it resolved that the following is approved:

That $3,400.00 be transferred from 1.9950.9000.1.1 (General Fund – Capital Improvements) to 1.2620.2007.10.3 (General Fund – Library Improvements) to purchase water heater for Library per 2023 budget.
MEMORANDUM

To: Pittsford Town Board
CC: 
From: Renee McQuillen
Date: March 29, 2023
Regarding: Addition to Fee Schedule

Recently enacted State law authorizes and requires town and city clerks to issue licenses to individuals to perform marriages for one day. This is to accommodate couples who want a friend or relative to marry them without having to obtain an online theological credential. The license costs $25.00, which the Town retains. It would be valid for the date of the ceremony or until the marriage license issued to the couple expires, which is 60 days after issuance.

The change in law makes it necessary to add this item to the Town’s fee schedule. For this purpose the following resolution would be in order:

RESOLVED, that there be and hereby is added to the Town of Pittsford’s Fee Schedule a fee of $25.00 in payment for a One-Day Marriage Officiant License.
MEMORANDUM

To: William A. Smith and Town Board
From: Jessie Hollenbeck, Recreation Director
Date: March 27, 2023
Regarding: Summer 2023 Recreation Programs
For Meeting On: April 4, 2023

The attached list of programs constitutes the list of summer 2023 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 2023 summer programs and authorize the Town Supervisor to sign instructor contracts as required.
Semi-Private Basketball  
Glenn Anderson

Looking to refine your skills or enhance existing basketball skills before the scholastic season begins? This program will provide middle school and high school players with semi-private training sessions catered to their specific skill set and goals. Participants will collaborate with the instructor to refine their ball handling, form shooting, offensive skill development, agility, and footwork.

Gaelic Sports  
Phil White

Looking for a new sport for your child to try? Perhaps something both new and very old at the same time? Children ages 6-12 are welcome to join in the fun of Gaelic games! Come learn Gaelic Football and Hurling! Gaelic Football is considered a mix of soccer and rugby containing two teams of 15 players battling across the field. This sport uses a round, slightly smaller ball than a soccer ball, and the key is carrying the ball short distances while passing can be accomplished with a kick or strike of the hand/fist. Hurling is similar to lacrosse or field hockey. This sport is played on a large field with players carrying a curved wooden stick, called a “hurley,” and a small ball called a “sliothar.” Camp includes an introduction to both sports, skills development through drills, and plenty of scrimmage time.

FJ1 NFL Flag Football: Teen League  
Felix Joyner

The FJ1 NFL Teen Flag Football League participants will be broken up by age group. Game scores and records will be kept throughout the season and a culminating championship game will be played at the end of the season. Lots of fun will be had while competing and getting better at the game of flag football. Players will also be eligible to make the FJ1 NFL regional flag tournament where the winner of that tournament gets a chance to play at the NFL Pro Bowl weekend. As flag football is becoming increasingly popular around the world, the FJ1 NFL Teen Flag Football League provides the first steps to playing at elite levels, if desired, or simply as a recreational sport to enjoy with friends.

Teen Pickleball Instruction  
Paul Myers

Pickleball has taken the nation by storm! People of all ages are enjoying this growing game, and it has become a popular favorite in middle school and high school Physical Education classes. If your teen is interested in learning the game as a beginner or honing their skills as a want-to-be pro, this is the class for them. They will participate in drills designed to master Pickleball skills, have meaningful discussion about the rules and strategies for success in singles and doubles, and receive individualized coaching during competitive match play. The students are also encouraged to arrive early or stay after to continue to practice their skills and strategies as an avid “Pickler” would.

Family Yoga  
Jessica Pereyra
Family Yoga promotes learning the practice of yoga in fun and creative ways. Each class will begin with an opening circle followed by sun salutations, lots of music and movement. Family Yoga will include poses, games, breath work and meditation. Children will learn to focus, be calm, and stay positive while building strength, improving motor skills and creating self-awareness. Participates will need to bring a yoga mat and should wear comfortable athletic clothing to each class. No prior yoga experience is necessary.

Mah Jongg for Beginners
Carol Schott

Have you been wanting to learn how to play Mah Jongg? This class is for YOU! Mah Jongg is a tile game of luck and skill. There are many different forms of Mah Jongg. We will be learning American Mah Jongg. The Official 2023 Mah Jongg playing card is required and can be purchased online. For questions concerning the purchasing of a card please contact the instructor.

Meditation & Mindfulness
Lori Lefkowitz

This class will focus on the power of meditation and mindfulness. We will explore mindfulness strategies and different meditations to learn to connect with our bodies and breath. Each week participants will focus on a different topic: Introduction to Mindfulness; Being Right Where You Are; Our Storytelling Minds; and Cultivating Kindness. Additional topics to be covered may include compassion and pain. Participants should wear comfortable clothing, bring a yoga bolster, and blanket. Chairs will be available upon request if you do not wish to sit on the floor.

Young Adult Pickleball Instruction
Paul Myers

Pickleball is the fastest growing sport in the USA for adults! Pickleball combines the sports of Tennis, Ping-Pong, and Badminton into what is a fast paced, strategic, and exciting game for individuals of all backgrounds and abilities. Looking for a way to get more active with friends and family, want to be competitive in a sport again, just want to try something new? Pickleball is perfect for you! Students will participate in drills designed to master Pickleball skills, have meaningful discussion about the rules and strategies for success in singles and doubles, and receive individualized coaching during competitive match play. The students are encouraged to stay after the class to continue to practice their skills and strategies. See you at the “baseline!”
# Proposed Programs for Summer 2023

<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>Lunch Bunch</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>Little Ninjas Martial Arts</td>
<td>James Creighton</td>
</tr>
<tr>
<td>Dance Camp</td>
<td>Katie Elizabeth School of Dance</td>
</tr>
<tr>
<td>Irish Dance Camp</td>
<td>Amy Coppola</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>Summer Fun Field Trips</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>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>Parent &amp; Child Clay Class</td>
<td>Marybeth Fitzsimmons</td>
</tr>
<tr>
<td>Private Piano Lessons</td>
<td>Beth Werner</td>
</tr>
<tr>
<td>Summer Theater Camps</td>
<td>Edward Rocha</td>
</tr>
<tr>
<td>The SpongeBob Musical: Youth Edition</td>
<td>Edward Rocha</td>
</tr>
<tr>
<td>Write Your College Application Essay</td>
<td>Sarah Nazarian</td>
</tr>
<tr>
<td>Kids Spanish Fun Class</td>
<td>Lourdes de la Colina-Scofield</td>
</tr>
<tr>
<td>First Aid for Kids</td>
<td>EPIC Trainings</td>
</tr>
<tr>
<td>College 101: Planning &amp; Paying</td>
<td>Paul Celuch</td>
</tr>
</tbody>
</table>
First Aid for Kids
EPIC Trainings
American Red Cross – Babysitter’s Training
Domenic Danesi
Safety First for Children
Domenic Danesi
Basic First Aid for Children
Domenic Danesi
Pittsford Ballet School
Karen Hanson
Dance Camp
Katie Elizabeth School of Dance
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
Semi-Private Basketball Instruction
Glenn Anderson
Youth Basketball
Glenn Anderson
Teen Pickleball Instruction
Paul Myers
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
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
Gaelic Sports
Phil White
Softball Camp
Pittsford Softball
Girls Softball Camp
Robb DiGiacomo
Super Junior Golf
Erik Yaekel
Advanced Super Junior Golf
Erik Yaekel
Junior-Beginner Golf
Erik Yaekel
Experienced Junior - Junior Golf
Erik Yaekel
FJ1 NFL Flag Football League
Felix Joyner
FJ1 NFL Flag Football: Teen
Felix Joyner
Family Yoga
Creative Dance & Movement
Junior Volleyball

**Adult Programs**
Guided Hikes on Pittsford Trails
Mendon Ponds Park Walking Tours
Fabulous Furnishings
Cards for Kids!
Christmas in July
Summer Note Cards
Fluid Acrylics Art Class
Mah Jongg for Beginners
Pittsford Ballet School
Belly Dance
Pre-Licensing 5 Hour Course
Defensive Driving
Becoming a Notary Public
Learn Spanish & Enhance Your Brain
American Red Cross CPR/AED
American Red Cross First Aid
Debbie McVean Aerobics
Martial Arts for Adults
Martial Arts for Women
Cyclic Yoga
Pilates
Yoga
Pilates/Yoga Combo (Yogalates)
Therapeutic Yoga
Couples Massage Workshop
Meditation & Mindfulness
Adult Beginner Golf
Adult Advanced Golf

Jessica Pereyra
GCLER Instructors
Feng Zhang

Recreation Staff
Jack Butler
Peggi Heissenberger
Pat Miller
Lesley Shakespeare
Carol Schott
Karen Hanson
Deborah Robinson
Jon DelVecchio
Cindy St. George
Kristin Cavallaro
Lourdes de la Colina-Scofield
EPIC Trainings
Deborah McVean
James Creighton
Tracy Maggio
Maryam Barmakirad
Eva Pazral
Eva Pazral
Eva Pazral
Kaitlyn Vittozzi
Kristen Wondrack
Lori Lefkowtiz
Erik Yaekel
Erik Yaekel
<table>
<thead>
<tr>
<th>Activity</th>
<th>Instructor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Short Game Clinic</td>
<td>Erik Yaekel</td>
</tr>
<tr>
<td>Men’s Senior Golf Camp</td>
<td>Erik Yaekel</td>
</tr>
<tr>
<td>Ladies’ Senior Golf Camp</td>
<td>Erik Yaekel</td>
</tr>
<tr>
<td>Young Adult Pickleball Instruction</td>
<td>Paul Myers</td>
</tr>
<tr>
<td>A Horse’s Friend: Adult Horsemanship</td>
<td>A Horse’s Friend</td>
</tr>
</tbody>
</table>
MEMORANDUM

To: William A. Smith and Pittsford Town Board
From: Jessie R. Hollenbeck, Recreation Director
Date: March 30, 2023
Regarding: 2023 Paddle & Pour Temporary Access License-Bank of America
For Meeting On: April 4, 2023

Ladies and Gentlemen:

We have been working with North Main Street property owners on Temporary Access Licenses for the upcoming Paddle & Pour festival. One of the properties we have deemed necessary to event operations is the former Bank of America parking lot. If approved, this will be used for vendor only parking and the lot will be monitored throughout the day by Town staff. Bank of America has agreed to this use and is requesting that the Town sign the attached license agreement for parking area.

The attached license agreement was provided by Bank of America and has been reviewed by the Town Attorney.

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

I move the Town Board authorizes the Town Supervisor to sign the Bank of America license Agreement in regards to Paddle and Pour.
LICENSE AGREEMENT – PARKING AREA (NY7-150)

This License Agreement – Parking Area (the “Agreement”) is made and entered into this ___ day of ________________, 2023, by and between BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association (“Licensor”), and TOWN OF PITTSFORD, a municipal corporation (“Licensee”).

A. Licensor is the owner of the property located at 9 North Main Street, Pittsford, New York (the “Financial Center Property”), on which it operated a financial center. Licensor owns and maintains a parking area within the Financial Center Property as highlighted on Exhibit A attached hereto and incorporated herein by reference (the “Parking Area”).

B. Licensee has requested that Licensor grant Licensee a license to utilize the Parking Area for vendor parking (the “Permitted Use”) in connection with a festival known as the Port of Pittsford Paddle and Pour Art & Music Festival (the “Event”) on Saturday, May 27, 2023 between the hours of 8:00 a.m. and 11:00 p.m. (Eastern Time) (the “Permitted Hours”).

C. Licensor has agreed to allow Licensee to use the Parking Area for the Permitted Use associated with the Event during the Permitted Hours as set forth in this Agreement and subject to and under the terms and conditions of this Agreement.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. **Grant of License.** Subject to the terms of this Agreement, Licensor hereby grants to Licensee a nonexclusive license to use the Parking Area solely for the Permitted Use in connection with the Event. The term of this Agreement shall be limited to Saturday, May 27, 2023, during the Permitted Hours. Licensee shall not block pedestrian access to any exterior automated teller machines (ATMs) on the Financial Center Property. Licensee agrees and acknowledges that it has no right, title or interest in or to the Financial Center Property or the Parking Area and the license hereby granted does not grant any estate or any real property interest in the Financial Center Property or the Parking Area. Licensee shall be responsible for paying all costs and expenses associated with the use of the Parking Area for the purposes set forth in this Agreement, and it is agreed and understood that Licensor shall have no obligation to bear, incur or otherwise pay for any such costs or expenses. Licensee shall not use any electrical power servicing the Financial Center Property or the Parking Area.

2. **Condition of Financial Center Property and Parking Area.** Licensee accepts the license to use the Parking Area in its current “as-is,” “where-is” condition, with all faults. Licensor shall not be required to make any improvements, upgrades, replacements or repairs of any kind or character to the Financial Center Property and the Parking Area during the term of this Agreement. Licensor and Licensee expressly agree that there are and shall be no warranties, express or implied, of merchantability, habitability, suitability, fitness for a particular purpose or of any other kind arising out of this Agreement or Licensee’s use of the Parking Area. Neither Licensee nor the Licensee Parties (as hereinafter defined) will be entitled to use any portion of the Parking Area other than as designated on Exhibit A (if such designated portion is less than all of the Parking Area).

3. **Conditions of License.** The license granted by Licensor to Licensee hereunder is expressly subject to the following terms, conditions and obligations:

   a. Licensee shall be solely responsible for the planning, implementation and operation of the Event and every part and aspect thereof, including providing any necessary security at or about the Parking Area. Licensee will be solely responsible for the safety of its vendors, permittees and invitees (including the general public) at or about the Parking Area. Licensor shall not be required to provide security, and
Licensee shall not be entitled to rely on any security system or guards that may or may not be provided by Licensor to the Financial Center Property or the Parking Area. Licensor makes no representation as to the adequacy of lighting, and shall have no obligation to provide supplemental or additional lighting.

b. Licensee shall obtain any and all required consent, approvals, licenses and/or permits in order to conduct its activities on the Parking Area and shall otherwise comply with all applicable laws, regulations, ordinances and other governmental requirements with regard to such activities or relating to the Event. Licensor shall not sell, serve, distribute or otherwise provide alcoholic beverages of any type from the Parking Area and will not permit the drinking of alcoholic beverages on the Financial Center Property or the Parking Area. Licensee will be responsible for ensuring that its use of the Parking Area is in full compliance with all applicable laws, ordinances and other applicable governmental regulations.

c. Neither Licensee nor any vendor or invitee of Licensee involved in the Event shall make any penetrations on the Parking Area or other surfaces of the Financial Center Property or otherwise make any alterations to the Parking Area.

d. Licensee shall not use or display (and shall not allow any vendor of Licensee to use or display) Bank of America’s name, logos, trademarks, or branding in any advertising or promotional materials and not distribute, display, or make available for distribution or display any materials on any public website, nor shall the Financial Center Property address or Parking Area address be used or referenced, without the advance written consent of Licensor, which consent may be given or withheld in Licensor’s discretion.

e. Licensee shall use due care with Licensor’s property and shall, at Licensee’s expense, promptly remove all refuse and trash from the Parking Area and any adjacent areas as a result of Licensee’s use of the Parking Area. Promptly after the Event, Licensee shall, at Licensee’s expense, restore the Parking Area to the condition that existed prior to its use of the Parking Area.

f. If Licensor determines that Licensee has violated any of the terms and conditions of this Agreement or that the use of the Parking Area poses an unreasonable risk of harm to Licensor’s property, image or interests, or for any other reason in Licensor’s discretion, Licensor shall have the right to immediately terminate this Agreement upon written notice to Licensee.

g. Licensor shall not be responsible to Licensee, to Licensee’s vendors or to any other party for any claim, loss, expense, damage or profit if the Event (or any portion thereof) or use of the Parking Area hereunder is interrupted or is unable to be held for any reason whatsoever.

4. **Exculpation and Indemnity.** Licensee shall be solely liable for any injuries and damages to persons or property sustained by Licensor, Licensee, its permittees, invitees, third party vendors, the Financial Center Property (including the Parking Area) and any improvements thereon, or by any other parties arising out of the license granted hereunder or the events or activities contemplated herein, regardless of whether such parties are licensees, invitees or trespassers. Licensor shall not be liable or responsible for any damage or loss of equipment owned or controlled by Licensee or any third party vendor of Licensee or for any lost profits or indirect or consequential damages for any reason whatsoever. Licensee shall indemnify, defend and hold Licensor, Licensee’s property manager ("Property Manager"), and their respective officers, directors, employees, members, partners, shareholders, and other affiliates and subsidiaries or representatives harmless from and against any and all liabilities, claims, demands, judgments, injuries, actions, causes of action, costs and expenses (including without limitation reasonable attorney’s fees) arising out of or in any way connected with the activities specified in this Agreement or the use of the Parking Area by Licensee or others in connection with the Event.
5. **Licensee’s Insurance.** At Licensee’s sole expense, Licensee will obtain and keep in force during the term of this Agreement a policy of comprehensive public liability insurance written on an occurrence basis with a per occurrence limit of not less than $1,000,000 to cover claims for bodily injury, personal injury and property damage liability occasioned by or arising out of or in connection with the use, operation and occupancy of the Parking Area by Licensee or any of Licensee’s employees, vendors, agents, permittees and other invitees (collectively, "Licensee Parties"). The foregoing insurance limit is a minimum requirement only, and does not represent a recommendation by Licensor of a prudent insurance coverage. All policies will be issued by companies of recognized responsibility, licensed to do business in the State of New York, and maintaining a rating of A or better in Best’s Insurance Reports (or equivalent successor rating) and shall name Licensor and Property Manager as an additional insured. Licensee will deliver to Licensor a Certificate of Insurance and a copy of the endorsement setting forth the additional insured status reflecting the required coverage before the commencement of the use of the Parking Area. Without limiting Licensee’s obligations hereunder, Licensee shall cause any vendors and agents providing services at the Parking Area in connection with the Event (including any valet service providers) to carry the following insurance coverages: (i) insurance covering loss or damage to the property of such vendor or agent to the extent of full replacement value; and (ii) comprehensive public liability insurance written on an occurrence basis with a per occurrence limit of not less than $1,000,000.

6. **Waiver of Liability.** Licensee waives all claims and causes of action against Licensor and Property Manager based upon the condition of the Parking Area, Licensee’s use of the Parking Area, or any negligence, regardless of the degree of such negligence, and releases Licensor and Property Manager from all liability arising out of the maintenance, construction or condition of the Parking Area or any other matter or for any negligence, regardless of its degree. Licensee, as a material part of Licensor’s agreement to grant the license hereunder, hereby waives and releases all claims against Licensor and/or Property Manager for all damages to all personal property and for any injuries to persons in connection with this Agreement, including, without limitation, any such damages or injuries resulting from the negligence of Licensor or Property Manager.

7. **Personal.** The license granted to Licensee hereunder and Licensee’s right to use the Parking Area under this Agreement is personal to Licensee and cannot be assigned.

8. **Attorneys’ Fees.** In the event of any suit to determine any controversies under this Agreement, the prevailing party shall be entitled to recover, in addition to any other remedies, all reasonable legal fees and expenses incurred either at trial or on appeal or both.

9. **Digital Image.** The parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.

10. **Counterparts and General Provisions.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together will constitute one and the same original of this Agreement. This Agreement may not be amended other than in writing and signed by both parties. The parties agree that if any condition or obligation in this Agreement should be declared unlawful, all the remaining promises, conditions and obligations in this Agreement shall be severable, it being the intent of the parties to abide by the rest of the Agreement without the portion declared unlawful. All representations made by the parties at or before the execution of this Agreement, regardless of whether oral or in writing, are hereby deemed to have merged into this Agreement, it being the intent of the parties that this Agreement embodies a final statement of all the promises, conditions and obligations of the parties. This Agreement shall be governed by the laws of the State of New York. All notices or other communication required or permitted to be given under this Agreement shall be in writing, and (i) delivered in person to an officer or an authorized representative of the other party, (ii) sent by United States Postal Service registered or certified mail, postage prepaid, or (iii) sent by recognized courier delivery service.
11. **OFAC.** Licensee represents that neither Licensee nor, to the knowledge of Licensee, any director, officer, employee, agent, affiliate or representative of Licensee is an individual or entity ("Person") currently the subject of any sanctions administered or enforced by the United States Department of Treasury’s Office of Foreign Assets Control ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"), nor is Licensee located, organized or resident in a country or territory that is the subject of Sanctions; and Licensee represents and covenants that it has not knowingly engaged in, is not now knowingly engaged in, and shall not engage in, any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions.

[Remainder of page intentionally left blank.]
This Agreement is executed as of the dates set forth below.

**LICENSOR:**

**BANK OF AMERICA, NATIONAL ASSOCIATION,**
a national banking association

By: ___________________________________
Joan Arria
Vice President

Dated: __________________________, 2023

Notices:

Bank of America, National Association
Mail Code: NC1-007-25-50
100 North Tryon Street
Charlotte, North Carolina 28255
Attention: Property ID: NY7-150
Email: notice@bofa.com

For information about how Bank of America protects your privacy, including California specific rights that may apply, please visit www.bankofamerica.com/privacy.

**LICENSEE:**

**TOWN OF PITTSFORD,** a municipal corporation

By: ________________________________
Name: ______________________________
Title: ________________________________

Dated: ____________________________, 2023

Notices:

Town of Pittsford
11 South Main Street
Pittsford, New York 14534
Attention: __________________________
Email: ______________________________

Property ID NY7-150
9 North Main Street
Pittsford, New York
EXHIBIT A

PARKING AREA

Property ID NY7-150
9 North Main Street
Pittsford, New York
MEMORANDUM

To: Pittsford Town Board
From: Cheryl Fleming, Personnel Director
Date: March 29, 2023
Regarding: Recommendations for Hiring/Personnel Adjustments
For Meeting On: April 4, 2023

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>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph Angora</td>
<td>Parks</td>
<td>Laborer-Seasonal</td>
<td>$18.10</td>
<td>04/10/2023</td>
</tr>
<tr>
<td>Richard Jones</td>
<td>Parks</td>
<td>Laborer-Seasonal</td>
<td>$18.10</td>
<td>04/10/2023</td>
</tr>
<tr>
<td>Sophia Ziakas</td>
<td>Parks</td>
<td>Laborer-Seasonal</td>
<td>$18.60</td>
<td>04/17/2023</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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