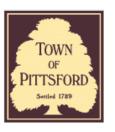
SUPERVISOR

William A. Smith, Jr.



COUNCIL MEMBERS

Kim Taylor, Deputy Supervisor Naveen Havannavar Cathy Koshykar Stephanie Townsend

Town Board Agenda Town Hall – 11 S. Main Street, Pittsford – Lower Level Wednesday, December 3, 2025 – 6:00 PM

Call to Order

Pledge of Allegiance

Minutes

Approval of Minutes of the Meeting of November 18, 2025

Legal Matters

Public Comment

Pittsford Oaks Sewer Easement Release

Contract Extension with Pittsford Youth Services

Contract Extension with Elderberry Express

Operational Matters

Public Comment

Presentation on Kings Bend Park Playground Renovation

Update on Invasive Species at Bird Harbor

Financial Matters

Public Comment

Appointment of Deputy Receiver of Taxes at Canandaigua National Bank

Personnel Matters

Public Comment

Hiring Resolution

Reappointment to Library Board of Trustees

Executive Session to Discuss the Promotion of a Particular Employee

Other Business

Public Comment

Adjournment

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

ATTENDING IN PERSON

Comments:

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

VIEWING FROM HOME

1. Live

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

https://videoplayer.telvue.com/player/FcqTL0OYMCGU6WlccUApyUL3twz4dm9V/stream/819?fullscree n=false&showtabssearch=true&autostart=true

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

Comments:

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

- at any time before 2:30pm on the day of the meeting (a) by email to
 <u>comments@townofpittsford.org</u>; (b) by submitting it in writing, through the drop slot to
 the right of the front door at Town Hall (11 South Main Street); or (c) by U.S. Mail to the
 Town Clerk, for receipt no later than 2:30 pm on the day of the meeting;
 and, in addition,
- at any time *during* the meeting by email to comments@townofpittsford.org
- All comments submitted should include the name and street address of the commenter. Comments from residents will be read by the Town Clerk at the appropriate point of the meeting. The Clerk will read your name, but not your street address unless you ask for it to be read.

2. On-Demand Video

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

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

DRAFT TOWN OF PITTSFORD TOWN BOARD November 18, 2025

Proceedings of a meeting of the Pittsford Town Board held on Wednesday, November 18, 2025, at 6:00 P.M. local time in the Lower-Level Meeting Room of Town Hall, 11 South Main Street, in person.

PRESENT: Supervisor William A. Smith, Jr.; Councilmembers Naveen Havannavar, Cathy

Koshykar, Stephanie Townsend, and Kim Taylor.

ABSENT: None.

ALSO PRESENT: Staff Members: Robert Koegel, Town Attorney; Paul Schenkel, Commissioner of

Public Works; Renee McQuillen, Town Clerk; Jessie Hollenbeck, Recreation Director; Shelley O'Brien, Communications Director; Spencer Bernard, Chief of

Staff.

ATTENDANCE: Three 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

Candlelight Night will be on Tuesday, December 2 from 5:00 PM to 8:00 PM in the village. This will move the Town Board meeting to the next night, Wednesday, December 3, at 6:00 PM in the Town Board Meeting Room.

A reminder for all to exercise caution when driving home in the early evening as it is now darker.

The Pittsford Food Cupboard is now accepting donations of frozen turkeys for those in need.

Congratulations to Town Clerk McQuillen on her recent nomination to the New York State Association of Towns Resolution Committee.

MINUTES OF THE NOVEMBER 5 MEETING APPROVED

Following a recommendation by Councilmember Townsend to move the Board's budget discussion to the section "Financial Matters," a resolution, subject to that amendment, to approve the minutes of the Town Board meeting of November 5, 2025, was offered by Supervisor Smith, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Minutes of the November 5, 2025, Town Board meeting, as amended, are approved.

OPERATIONAL MATTERS

APPROVAL OF PROPOSED 2026 TOWN BOARD MEETING DATES

Supervisor Smith moved to approve the schedule of Town Board meeting dates as proposed, the motion was seconded by Councilmember Havannavar and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: None.

The Resolution was declared carried as follows:

RESOLVED, that the schedule for Town Board meeting dates in 2026, in the form annexed hereto, be and hereby is approved and adopted.

FIRST TUESDAY	THIRD TUESDAY
January 6 th	January 20 th
February 3 rd	February 17 th
March 3 rd	March 17 th
April 7 th	April 21 st
May 5 th	May 19 th
June 2 nd	June 16 th
July 7 th	July 21st
August 4 th	August 18 th
September 1st	September 15 th
October 6 th	October 20 th
Wednesday, November 4th	November 17 th
Changed for Election Day	
December 2 nd	December 15 th
Changed for Candlelight Night date	

FINANCE MATTERS

2026 INSURANCE COVERAGE/BONDING FOR TOWN CLERK & RECEIVER OF TAXES

A resolution approving faithful performance insurance coverage for the 2026 tax collections was offered by Deputy Supervisor Taylor, seconded by Councilmember Townsend, and voted on by the members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED by the Town Board of the Town of Pittsford, as follows:

Section 1. The Town Board hereby guarantees the surety, form and amount of the official undertaking for the faithful performance of the duties of the Town Clerk and Receiver of Taxes, as follows:

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

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

Section 2. A true copy of this resolution shall be affixed to the undertaking to indicate this Board's approval thereon in accordance with Town Law §25.

Minutes of the Pittsford Town Board for November 18, 2025

EQUIPMENT SURPLUS APPROVAL

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

The Resolution was declared carried as follows:

Be it resolved, that the attached list of equipment be declared surplus and be removed from the

Town's inventory.

Asset #	Description	Department	Cost	Status
13309	Double Opac Station w/ Printer Stand	Library	\$ 2,243.00	Dispose
15839	Wooden Book Shelves (Set of 3)	Library	\$ 900.00	Dispose

NOVEMBER VOUCHERS APPROVED

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

The Resolution was declared carried as follows:

RESOLVED, that the **November vouchers from numbers 172933 - 173290**, **totaling \$1,416,507.96** were approved for payment.

PERSONNEL MATTERS

2026 HOLIDAY SCHEDULE APPROVED

Deputy Supervisor Taylor moved to approve the 2026 Holiday Schedule, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

Resolved, that the proposed Schedule of Holidays for 2026, in the form presented to the Board, be and hereby approved.

2026 Schedule of Holidays (Full-time employees)

New Year's Day	. Thursday, January 1 st
Martin Luther King Day *	. Monday, January 19 th
Presidents' Day *	. Monday, February 16 th
Good Friday	. Friday, April 3 rd
Memorial Day	. Monday, May 25 th
Juneteenth	. Friday, June 19 th
Independence Day observed	. Friday, July 3 rd
Labor Day	Monday, September 7 th

Minutes of the Pittsford Town Board Columbus Day/Indigenous Peoples' Day	•
Veterans' Day *	. Wednesday, November 11 th
Thanksgiving Day	. Thursday, November 26 th
Day After Thanksgiving	. Friday, November 27 th
Christmas Eve (in place of 12/26)(day after Christmas falls on a Saturday this year)	Thursday, December 24 th
Christmas Day	. Friday, December 25 th
Employee's Birthday * (2) Additional Floating Holidays*	

2026 Schedule of Holidays (Part-time employees)

New Year's Day	Thursday, January 1st
Good Friday	Friday, April 3 rd
Memorial Day	Monday, May 25 th
Juneteenth	.Friday, June 19 th
Independence Day observed	Friday, July 3 rd
Labor Day	Monday, September 7 th
Columbus Day/Indigenous Peoples' Day	Monday, October 12 th
Thanksgiving Day	Thursday, November 26 th
Day After Thanksgiving	Friday, November 27 th
Christmas Eve (in place of 12/26)(day after Christmas falls on a Saturday this year)	Thursday, December 24 th
Christmas Day	Friday, December 25 th

APPROVAL OF CONTRACT RENEWAL FOR DEFERRED COMPENSATION PLAN

Deputy Supervisor Taylor made the motion to approve the contract renewal, seconded by Councilmember Havannavar, and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

Minutes of the Pittsford Town Board for November 18, 2025

WHEREAS, the current contract with Empower and Great-West Trust Company to administer the Town of Pittsford 457 Deferred Compensation Plan and will expire on February 13, 2026; and

WHEREAS, pursuant to Section 9003.5(b) of the Rules and Regulations of the New York State Deferred Compensation Board, published at §NYCRR 9003.5 (b), the Town of Pittsford may extend, in writing, by vote duly taken, any contract or agreement entered into with an administrative services agency for a period having a duration of one (1) year, upon the expiration of the initial term of such contract or agreement; and

WHEREAS, the Town of Pittsford finds it to be in the best interest of the Plan to extend the agreement with Empower and Great-West Trust Company for a period of one (1) year from the date of expiration of such agreement's initial five (5) year term for reasons which include, but are not limited to, *developing* thorough internal procedures for the solicitation and prudent evaluation of competitive proposals in accordance with Section 9003.3 of the Rules and Regulations prior to such solicitation, in order that the Town of Pittsford may act with care, skill, prudence and diligence under the circumstances.

NOW, THEREFORE BE IT RESOLVED, upon due deliberation, the Town of Pittsford hereby extends for a period of one year from its expiration date, with the administrator's consent, the selection and agreement with Empower and Great-West Trust Company to act as the Town of Pittsford's 457 Deferred Compensation Plan Administrators; and

BE IT FURTHER RESOLVED, that the Supervisor of the Town of Pittsford is hereby authorized to make, execute, and deliver all documents necessary to effectuate to contents of the foregoing resolution.

HIRING/PERSONNEL ADJUSTMENTS APPROVED

Following discussion, the Board agreed to defer, to an Executive Session at the next Town Board meeting, consideration of a proposed promotion. A resolution to approve the remaining recommendations for new hires and status and/or salary changes was offered for approval by Supervisor Smith, seconded by Councilmember Havannavar, and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared passed as follows:

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

The following employee(s) are recommended as a new hire based on the recommendation of the Functional Coordinator(s) for these areas. This is subject to completion of the proper reviews and background checks for these candidates and appropriate sign off by the Town Board representative.

Name	Dept	Position	Rate	Date of Hire
Katherine Cree	Library	Librarian I - PT	\$26.92	12/01/2025

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

Name	Dept	Position	Rate	Effective Date
Max Dominikoski	Hwy	Seasonal to FT Laborer	\$20.50	11/17/2025

OTHER BUSINESS

Supervisor Smith shared with board members that Commissioner Schenkel and Jess Neal, Parks Foreman, will advise the Board at its next meeting about the Kings Bend Park playground project. Councilmember Townsend inquired if conceptual drawings will be available for review prior to the

Minutes of the Pittsford Town Board for November 18, 2025

meeting. Commissioner Schenkel indicated they are hoping to have both sets to be posted with the agenda packet. They will also be discussing invasive species management at Great Embankment Park.

Councilmember Havannavar conveyed concerns expressed at the most recent Parks and Recreation Advisory Board meeting regarding the noise levels of gas-powered leaf blowers.

Town Clerk McQuillen informed board members on-line renewals for dog licenses are now live. Residents interested in using this option can find more information and renewal link on the Town Clerk page of the Town website.

PUBLIC COMMENT

No comments were made.

With no further business, the meeting adjourned at 6:19 P.M.

Respectfully submitted,

Renee McQuillen Town Clerk

MEMORANDUM

To: Town Board Members

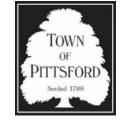
From: Robert Koegel, Town Attorney

April Zurowski, Planning Assistant

Date: November 28, 2025

Regarding: Pittsford Oaks Storm Sewer Easement Release

For Meeting On: December 3, 2025



Ladies and Gentlemen:

As you may know, the Pittsford Oaks Apartments project has received Final Site Plan approval from the Town of Pittsford Planning Board. As part of the final plan review, the storm sewers that carry drainage offsite are proposed to be relocated to accommodate the new apartment building and site design.

The previous owners, Ryan Homes, Inc., entered into a storm sewer easement with the Town of Pittsford dated March 1, 1977, and recorded in the Monroe County Clerk's Office on May 19, 1977. With the redevelopment of the property, the storm sewer pipes in the easement location will no longer be in use and the easement is unnecessary.

The new owners, 2851 Clover, LLC, have proposed the relocation of the storm sewers into the Town-owned right-of-way of Tobey Village Road with a small portion remaining on their private property of 300 Tobey Village Road. The owners have executed a new easement with the Town of Pittsford for the proposed relocated storm sewer pipes.

In the event the Town Board determines that action should be taken on this matter, I suggest the following Resolution motion:

RESOLUTION

RESOLVED, that the Town Board authorizes the Town Supervisor to execute and have recorded the storm sewer easement to accommodate the redevelopment of 300 Tobey Village Road in substantial conformance with the form submitted herewith.

RECORD & RETURN TO: APRIL ZUROWSKI 11 S MAIN STREET PITTSFORD, NY 14534

RELEASE OF STORM SEWER EASEMENT

THIS RELEASE made the day of, 2025, by the Town of Pittsford, a municipal corporation with its principal office at 11 South Main Street, Pittsford, New York, "Releasor," to 2851 Clover LLC, having a principal place of business at 2851 Monroe Avenue, Rochester, New York, "Releasee."
WITNESSETH:
WHEREAS, the Releasee's predecessor, Ryan Homes, Inc. granted the Releasor a Storm Sewer Easement dated March 1, 1977, and recorded in the Monroe County Clerk's Office on May 19, 1977, in Liber 5214 of Deeds Page 135 (the "Easement"); and
WHEREAS, the Releasee's predecessor's commercial development for the property subject to the Easement has been terminated, and the Releasee's residential development plans for a single apartment building propose to relocate the utilities, thereby obviating the need for the Easement; and
WHEREAS, as a condition of the final site plan approval for the construction of the apartment building granted September 8, 2025, the Planning Board required the relocation of the utilities into the Town right-of-way of Tobey Village Road, and the final plans include this change;
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 1, both attached hereto and made a part thereof.
Property Address: 300 Tobey Village Road Tax Account Number:
BY TOWN OF PITTSFORD, RELEASOR
WILLIAM A. SMITH, JR. TOWN SUPERVISOR
STATE OF NEW YORK) COUNTY OF MONROE) ss.
On the day of, 2025 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

SCHEDULE A

DESCRIPTION OF EASEMENT TO BE RELEASED

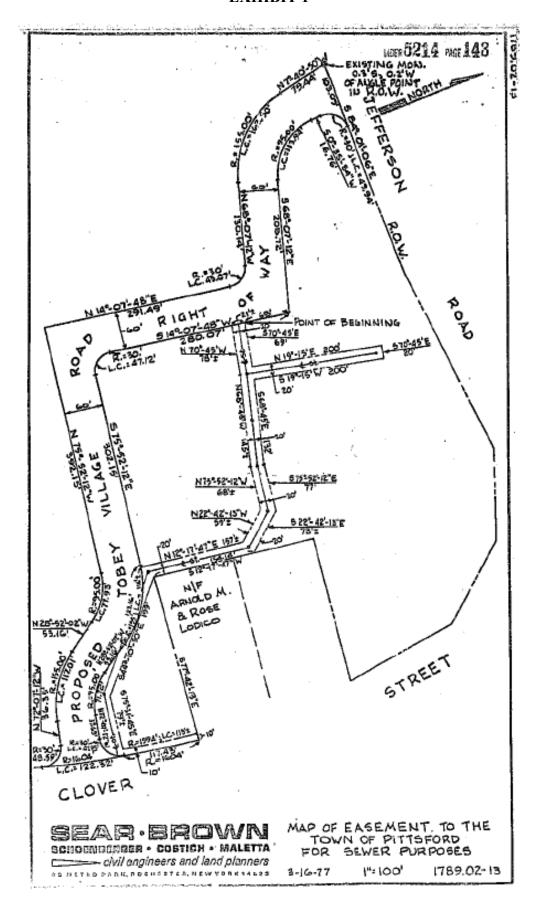
All that tract or parcel of land, comprising of approximately 0.5 acre, being situate in Town Lot 59, Township 12, Range 5, Town of Pittsford, County of Monroe, State of New York, all as shown on map number 1789.02-13, dated March 16, 1977, prepared by Sear-Brown Associates, P.C. in Rochester, New York and being more particularly bounded and described as follows:

Beginning on the easterly line of proposed Tobey Village Road right-of-way, said point being 68 feet south of a northeasterly corner in right-of-way; thence

- 1. S 70° 45' E, a distance of 69 feet to an angle point; thence
- 2. N 19° 35' E, a distance of 200 feet to an angle point; thence
- 3. S 70° 45' E, a distance of 20 feet to an angle point; thence
- 4. S 19° 15' W, a distance of 200 feet to an angle point; thence
- 5. S 68° 45' E, a distance of 132 feet to an angle point; thence
- 6. S 75° 52' 12" E, a distance of 77 feet to an angle point; thence
- 7. S 22° 42' 13" E, a distance of approximately 73 feet to the intersection with the westerly line of lands now or formerly of Arnold M. and Rose Lodico; thence
- 8. S 12° 17' 47" W, along said westerly line of Lodico, a distance of 154.14 feet to the southwesterly corner of said Lodico lands; thence
- 9. S 44° 10' 30" E, a distance of 199 feet to an angle point; thence
- 10. S 75° 31' 45" E, a distance of approximately 79 feet to an angle point, said westerly line of Clover Street; thence
- 11. Northerly and curving to the left along a curve with a radius of 1594 feet, and along a line concentric with the west line of Clover Street, a distance of approximately 113 feet to the intersection with the southerly line of said Lodico lands; thence
- 12. S 77° 42' 13" E, along said southerly line of Lodico, a distance of 10 feet to the intersection with said westerly line of Clover Street; thence
- 13. Southerly and curving to the right, along said westerly line of Clover Street, and along a curve with a radius of 1604 feet a distance of 117.43 feet to a point of compound curvature; thence
- 14. Southerly and curving to the right, along the northerly line of proposed Tobey Village Road right-of-way, and along a curve with a radius of 30 feet, a distance of 47.95 feet to a point of tangency; thence
- 15. N 72° 07' 12" W, along said northerly Tobey Village Road right-of-way, a distance of 37.63 feet to a point of curvature; thence
- 16. Westerly and curving to the right, along said northerly Tobey Village Road right-of-way, and along a curve with a radius of 95 feet, a distance of 71.22 feet to a point of tangency; thence
- 17. N 28° 52' 02" W, along said northerly Tobey Village Road right-of-way, a distance of 53.16 feet to a point of curvature; thence
- 18. Northwesterly and curving to the left, along said northerly Tobey Village Road right-of-way, and along a curve with a radius of point being perpendicularly 20 feet westerly of the southerly extension of saif westerly line of Lodico lands; thence
- 19. N 12° 17' 47" E, along a line parallel and perpendicularly 20 feet westerly of course (8), described above, a distance of approximately 157 feet to an angle point; thence
- 20. N 22° 42' 12" W, along a line parallel and perpendicularly 20 feet south westerly of course (7), described above, a distance of approximately 68 feet to an angle point; thence
- 21. N 75° 52' 12" W, along a line parallel and perpendicularly 20 feet southerly of course (6), described above, a distance of approximately 68 feet to an angle point; thence
- 22. N 68° 45' W, along a line parallel and perpendicularly 20 feet southerly of course (5), described above,

- a distance of approximately 145 feet to an angle point; thence
- 23. N 70° 45' W, along a line parallel and perpendicularly 20 feet southerly of course (1), described above, a distance of approximately 78 feet to the intersection with the easterly line of said Tobey Village Road right-of-way; thence
- 24. N 14° 07' 48" E, along said easterly line of Tobey Village Road right-of-way, a distance of approximately 21 feet to the Point of Beginning.

Intending to describe the original easement recorded in the Monroe County Clerk's Office on May 19, 1977, in Liber 5214 of Deeds Page 135.



MEMORANDUM

To: Town Board Members

From: Robert B. Koegel

Date: November 27, 2025

Regarding: Pittsford Youth Services Agreement

For Meeting On: December 3, 2025



Ladies and Gentlemen:

Attached please find a copy of a proposed Agreement with Pittsford Youth Services. This is a renewal of the Town's annual Agreement with the agency, which provides counseling and referral services for residents of the Town, and includes an annual fee to the agency, payable by the Town, for the agency's services.

The proposed Agreement for 2026 is the same as the existing Agreement for 2025, except for the dates and an increase in the amount of support, which goes from \$67,980.00 to \$69,340.00. This increase is called for in the 2026 budget.

In the event the Board decides to take action on this matter, I suggest the following Resolution:

RESOLUTION

Resolved, that the Town Board authorize the Town Supervisor to enter into and sign the proposed Agreement with Pittsford Youth Services for calendar year 2026.

SERVICE AGREEMENT

THIS AGREEMENT, made as of the 1st day of January, 2026 by and between the TOWN OF PITTSFORD, NEW YORK, a municipal corporation having its offices at 11 South Main Street, Pittsford, New York 14534 (hereinafter referred to as the "Town"), and PITTSFORD YOUTH SERVICES, INC., a domestic not-for-profit corporation, with offices at 4 South Main Street, Pittsford, New York 14534 (hereinafter referred to as the "Agency").

WHEREAS, the Agency has offered to perform certain counseling and referral services for residents of the Town; and

WHEREAS, the Town is desirous of using the Agency's services and to compensate the Agency therefor,

NOW, THERFORE, it is mutually agreed by and between the Town and the Agency as follows:

A. Town's Responsibilities

1. The Town will pay the Agency the annual sum of Sixty-Nine Thousand, Three Hundred Forty Dollars (\$69,340.00) for the year 2026, payable in twelve (12) consecutive monthly installments, beginning January 2026, for the Agency's said services.

B. Agency's Responsibilities

- 1. The Agency will provide Town residents individual and family counseling and support; information about, and referrals to, outside service agencies; counseling and emergency housing referral for runaways and homeless youths; and group activities, workshops and training for youths, parents and professionals.
- 2. The Agency will complete forms requested by Monroe County in order for the Town to secure grant funds.
- 3. In the event the Agency replaces its Executive Director of Administration and/or Executive Clinical Director, the Agency shall involve the Town Board's Liaison to the Agency in the selection process.
- 4. Any other employees of the Agency shall be subject to the Director's approval and not Town approval, except that to further preserve the confidentiality of the persons served, the parties agree that Agency employees shall not also be Town employees unless both parties have given advance approval of such employment.
- 5. The Agency shall supply to the Town Supervisor monthly reports showing the services rendered by the Agency for the preceding month. The identification of persons served and any other confidential material shall not appear in said reports. The reports shall be due within two (2) weeks after the end of the month.
- 6. The Agency agrees to maintain adequate financial records, to be audited annually by a certified public accountant to the extent required by law, and the report of such audit shall be submitted to the Town's Director of Finance upon completion.
- 7. The Agency agrees to defend, indemnify and hold the Town harmless from any and all claims based in whole or part on the Agency's provision of services under this agreement. The Agency

shall maintain a general liability insurance policy in the amount of at least \$1,000,000.00, which shall include the Town as an additional insured and shall provide to the Director of Finance a Certificate of such insurance.

- 8. The Agency will maintain Workers' Compensation and Unemployment Insurance as required by New York State law.
- 9. The Agency may receive funding from any other legitimate sources, including contributions from those who avail themselves of its services.
- 10. The Agency agrees that its services will be rendered without regard to color, race, creed, gender, national origin, sex or disability.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

PITTSFORD YOUTH SERVICES, INC.	TOWN OF PITTSFORD, NEW YORK
By:	By:
Graig Roberts Executive Director of Administration	William A. Smith, Jr. Town Supervisor
STATE OF NEW YORK) COUNTY OF MONROE) ss.:	
satisfactory evidence to be the individual whose name	efore me, the undersigned, a Notary Public in and for said onally known to me or proved to me on the basis of is subscribed to the within instrument and acknowledged to by his signature on the instrument, the individual, or the outed the instrument.
	Notary Public
STATE OF NEW YORK) COUNTY OF MONROE) ss.:	
State, personally appeared Graig Roberts, personally k evidence to be the individual whose name is subscribed	before me, the undersigned, a Notary Public in and for said nown to me or proved to me on the basis of satisfactory d to the within instrument and acknowledged to me that he ature on the instrument, the individual, or the person upon rument.
	Notary Public

MEMORANDUM

To: Town Board Members

From: Robert B. Koegel

Date: November 27, 2025

Regarding: Elderberry Express, Inc. Agreement

For Meeting On: December 3, 2025



Ladies and Gentlemen:

Attached please find a copy of a proposed Agreement with Elderberry Express, Inc. This is a renewal of the Town's annual Agreement with the corporation, which provides senior citizen transportation services for residents of the Town.

The Agreement provides for payment by the Town of an annual subsidy to Elderberry Express, Inc. in the amount of \$8,000.00, which is in the 2026 budget. This amount, which is paid in quarterly installments, is the same as last year's amount.

The Agreement also refers to the minimum of 100 square feet of office space we provide to Elderberry Express at the Senior Center.

RESOLUTION

Resolved, that the Town Board authorize the Town Supervisor to enter into and sign the proposed 2026 Agreement with Elderberry Express, Inc.

<u>AGREEMENT</u>

THIS AGREEMENT, made as of the 1st day of January, 2026 by and between the TOWN OF PITTSFORD, NEW YORK, a municipal corporation having its offices at 11 South Main Street, Pittsford, New York 14534 ("Town"), and ELDERBERRY EXPRESS, INC., a domestic not-for-profit corporation with offices at 3750 Monroe Avenue, Pittsford, New York, ("Express").

WITNESSETH:

WHEREAS, Express has offered to perform certain services for the people of the Town in relation to the project known as the Elderberry Express; and

WHEREAS, the Town Board, by Resolution, has authorized an Agreement with Express to support said services,

NOW, THERFORE, it is mutually agreed by and between the Town and Express as follows:

- 1. In consideration of the sum of \$8,000.00, to be paid in equal quarterly installments by the Town to Express, Express agrees for the year 2026 to provide transportation services to Pittsford senior citizens who find it difficult or impossible to use public or private transportation. As a result of the synergy of the operations of Express and the Pittsford Senior Center, the Town will also provide to Express the use of office space of a minimum of 100 square feet at the Pittsford Senior Center. The Town's only obligations shall be to provide the funding and office space as set forth in this Agreement. Under no circumstances shall the Town assume Elderberry Express's obligation to transport any citizens.
 - 2. This Agreement is subject to specific conditions, as follows:
 - A. Express shall provide to the Town Supervisor, for review on behalf of the Town, quarterly "Profit & Loss" reports;
 - B. The Town shall have the ongoing authority to evaluate the program of Express covered by this Agreement and if the quarterly reports or the performance of Express are not such as to constitute a reasonable achievement of the goals set forth, in the opinion of the Town Board, it reserves the right to cancel this Agreement at any time and to terminate all obligations of the Town to make payment to Express;

- C. Express shall provide to the Town any additional financial records as the Town may be deem necessary for the purpose of performing a fiscal audit and shall submit to the Town an annual financial report; and
- D. Express agrees that eligibility for participation in the project will not be based on color, race, gender, creed, sex, national origin or disability, nor shall fees be charged. Donations may be accepted by Express.
- 3. Express agrees to maintain all required Workers' Compensation and Unemployment Insurance as required by New York State law.
- 4. Express shall maintain the Town as a named insured on an automobile liability policy the limits of which are at least \$250,000.00 per person/\$500,000.00 per occurrence for personal injury and \$100,000.00 property damage, per occurrence, and agrees to defend, indemnify and hold the Town harmless from any and all claims based in whole or part on Express's provision of services under this Agreement.

IN WITNESS WHEREOF, the parties have set their respective hands and seals the date first have written.

TOWN OF PITTSFORD, NEW YORK
By:
William A. Smith, Jr., Supervisor
ELDERBERRY EXPRESS, INC.
By: James M. Gaze, President

STATE OF NEW YORK) COUNTY OF MONROE) SS:
On the day of, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared James M. Gaze, 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
STATE OF NEW YORK) COUNTY OF MONROE) SS:
On the day of, 2025, 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

MEMORANDUM

To: Pittsford Town Board

From: Paul Schenkel - Commissioner of Public Works

Jess Neal - Parks Department General Foreman

Date: November 24, 2025

Regarding: Upgrades to Kings Bend Park Playground

For Meeting On: December 3, 2025

Ladies and Gentlemen:

As you know, the King's Bend playground is scheduled for renovation. The existing structure, built in 2004, has exceeded the manufacturer's estimated 20 year lifespan. It now shows significant deterioration. Rubber surfacing on the platforms is peeling. Metal components are beginning to rust. Paint is chalking. In addition, beyond issues of wear-and-tear, the playground offers only very limited features specifically for 2-5 year olds: only one small slide and two toddler swings.

For renovation of this playground the Town has available \$323,806 in ARPA funds and \$175,000 pursuant to a State grant through Assemblymember Lunsford.

Following our initial presentation to Town Board, we reached out to a second vendor to broaden our options and ensure we remain as close to budget as possible. We also consulted with neighboring communities to learn from their experiences with local vendors and surfacing materials. Based on these discussions, we selected Parkitects as our second vendor and determined that artificial turf is the preferred surface option over poured-in-place (PIP) rubber.

The recommendation to move to turf is supported by both research and feedback from other Monroe County municipalities. Turf is fully accessible, remains significantly cooler on sunny days, and carries a 15-year warranty - twice that of typical PIP rubber - while remaining comparable in cost.

The Town Board has emphasized the importance of increasing ADA accessibility and making the new playground easier for individuals with disabilities to navigate and enjoy. Both vendors have incorporated multiple inclusive, free-standing elements, including:

- Inclusive merry-go-round
- Inclusive see-saw
- Accessible swings

In addition, both the 2–5 and 5–12 age-group structures include integrated accessible components. Each will feature a transfer platform for users who can transfer from a wheelchair to the play structure, as well as several ground-level activities accessible to all.



With our current budget in mind, we propose limiting new concrete work to two sidewalks connecting the play area to the parking lot. The parking lot was resurfaced and restriped in 2025. Looking ahead, we plan to continue replacing the old stone-dust paths with concrete and to reconstruct the North and South Lodge patios as future capital improvements.

The attached budget, outlines each of the available options in detail. We recommend the design submitted by Parkitects, Inc. It is a local company with an excellent reputation for customer service. It comes highly recommended by the Town of Perinton, for which Parkitects recently completed a major project. Its proposed design is uniquely well-suited to this park and its pricing for the project far more favorable, by nearly \$150,000, than that obtained previously.

To secure current pricing the town must furnish to Parkitects a letter of intent before the end of this year, which I recommend. If the Board concurs, the following resolution would be in order:

BE IT RESOLVED, that the Commissioner of Public Works be and hereby is authorized to sign a letter of intent with Parkitects regarding the proposed improvements to King's Bend Park, as detailed in the attached outline and at the budget stated in the outline.

Proposed Kings Bend Park Improvements

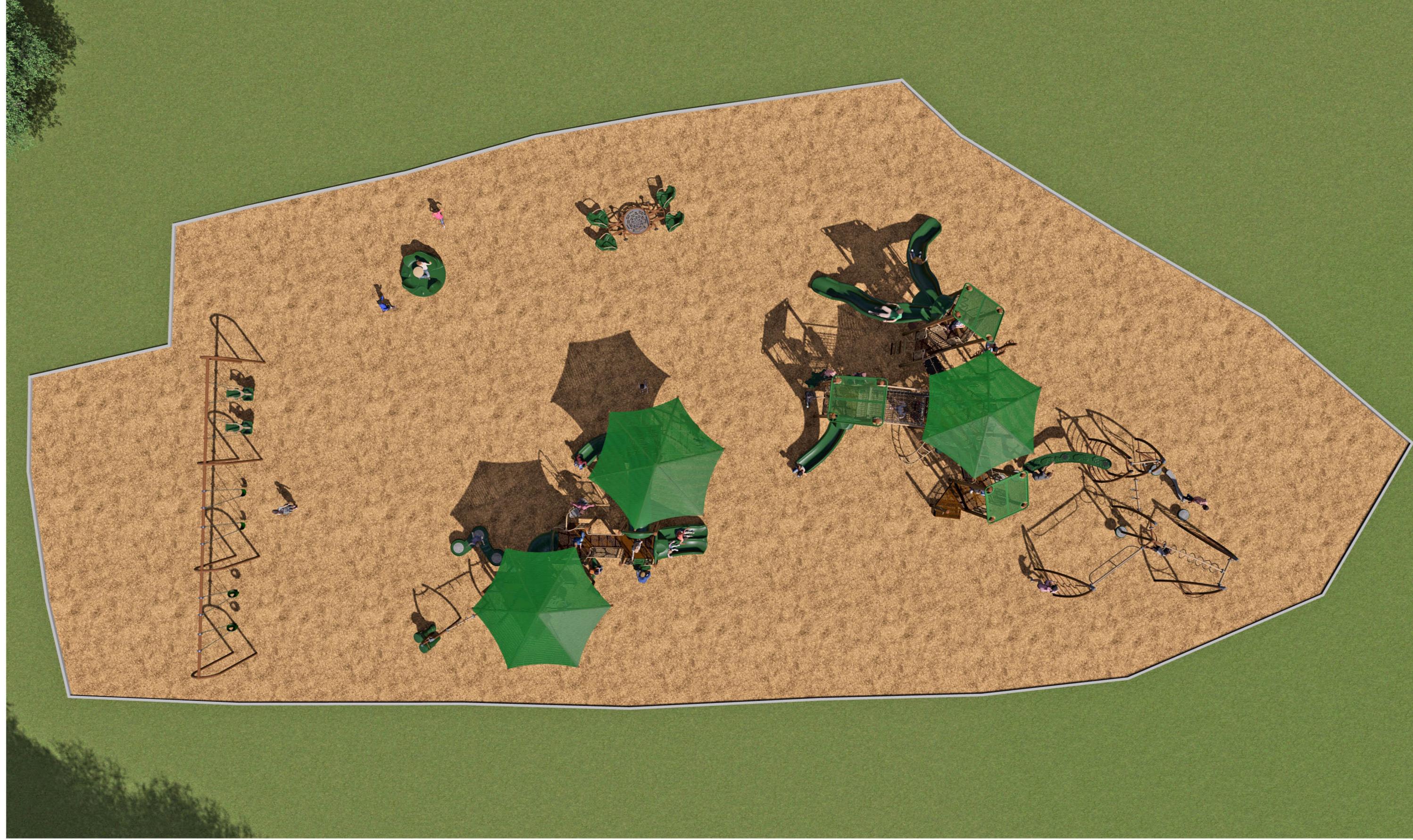
Playground Option - Parkitects	
Description	Price
Playground Elements, Turf, and Installation	\$526,480
Concrete Edging (By Others)	\$20,000
Tree Replacements	\$1,200
Total Playground Parkitects	\$547,680

Playground Option - Gametime			
Description	Price		
Playground Elements, Turf, Concrete Edging, and Installation	\$789,030		
Tree Replacements	\$1,200		
Total Playground Gametime	\$790,230		

General Park Improvement	
Description	Price
Concrete Sidewalk for Playground (\$85 / foot)	\$22,500

General Park Improvement							
	Description	Budget					
ARPA Funds		\$323,806					
Grant Funds		\$175,000					
	Total	\$498,806					
	Project Total	\$570,180					
	Needed Funds	\$71,374					



















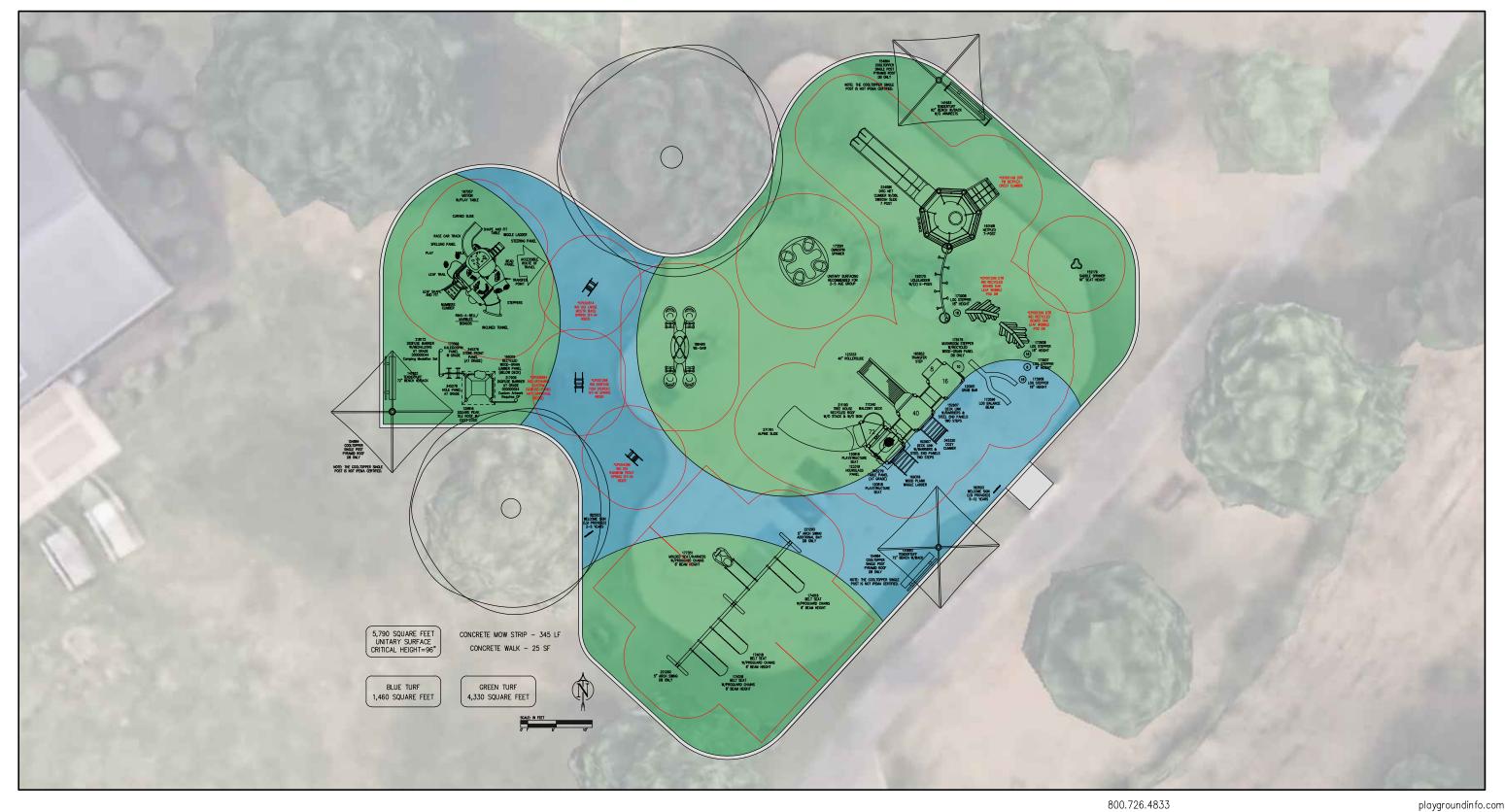














2-5 Play Area

·			
Total Elevated Play Components:		·	10
Total Elevated Play Components Accessible by Transfer or Ramp Shown:	9	Required:	5
Total Elevated Play Components Accessible by Ramp Shown:	0	Required:	0
Total Accessible Ground Level Play Components Shown:	13	Required:	3
Types of Ground Level Play Components Shown:	9	Required:	3
Estimated User Capacity			35

5-12 Play Area

Total Elevated Play Components:			8
Total Elevated Play Components Accessible by Transfer or Ramp Shown:	6	Required:	4
Total Elevated Play Components Accessible by Ramp Shown:	0	Required:	0
Total Accessible Ground Level Play Components Shown:	12	Required:	3
Types of Ground Level Play Components Shown:	10	Required:	3
Estimated User Capacity		- "	77



King's Bend Park Playground

Pittsford, NY

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Pollinator Garden & Native Plants for Great Embankment Park

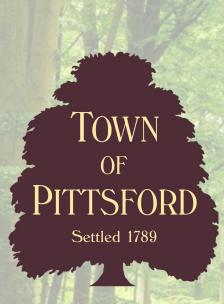
In 2022, the Town Board approved Pittsford Parks Foreman, Jess Neal's request for ARPA funding for improvements to our parks and trails. One of the projects was to create a Pollinator Garden at Great Embankment Park to promote more native plantings and to serve as an educational resource for the public.

Pollinators are the unsung heroes of our ecosystem. A whopping 35% of the world's food harvests rely on pollinators like bees and butterflies to reproduce. But pollinator populations are rapidly declining because their habitats are being destroyed by pesticide use and overdevelopment. Data shows that even small gardens act cumulatively at landscape scale, meaning every small effort benefits the entire community.

The Town encourages everyone to consider participating in our Pittsford Pollinator Pathway Challenge. Learn how to create a habitat that welcomes pollinators. We can all help to preserve the harvest, one small garden at a time.







As part of their Healthy Yards initiative, in collaboration with the town of Pittsford, volunteers from Color Pittsford Green developed plans to take the project to the next level — to include with the pollinator garden additional native plantings to make it part of a larger Bird Harbor — a native shrub and perennial garden along the canal at the Great Embankment Park. Among other benefits, this represented an opportunity for further public education on the subject.

The Erie Canal National Heritage Corridor is an important part of many birds' migration route – from bald eagles to bluebirds, and from hawks and herons to hummingbirds.

Unfortunately, over the past decades, much of the vegetation that had moved into the woods and wetlands along the canal provided little nutrition and poor shelter to help these birds along their journey, or support the ones who stay.

For the project, the Town provided and approved the planting materials, but all of the planning and planting was done by the Color Pittsford Green volunteers. The volunteers researched and suggested plants and shrubs to include, designed the planting layouts, and then recruited additional volunteers to complete all of the plantings at the parks. An outstanding example of committed, caring and engaged community members. They represent the true spirit of civic duty and are a reminder that when we work together, our accomplishments can have much greater impact. Our thanks to Mary Moore, Ellen Henry, Jane McConnochie and Amanda Casey of Color Pittsford Green and all their volunteers involved!



In the Fall of 2022, the

In the Fall of 2022, the Town partnered with Color Pittsford Green and solicited volunteers to help create a "Bird Harbor"

Town of Pittsford & Color Pittsford Green Volunteers Needed - Planting Party for the Birds! Help us create a "Bird Harbor" at Great Embankment Park









Some of the volunteers planting in October 2022 – THANK YOU!

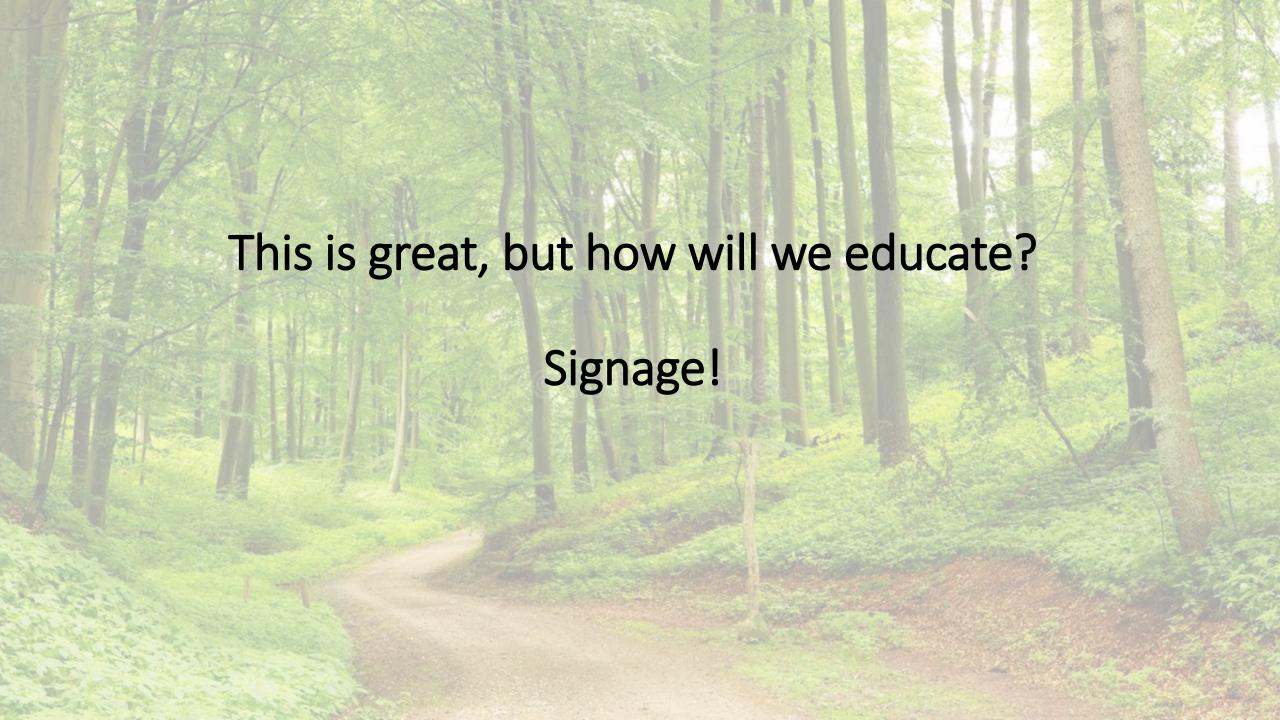














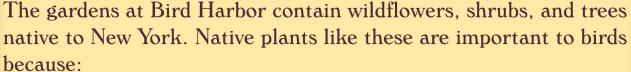
Great Embankment Park Bird Harbor

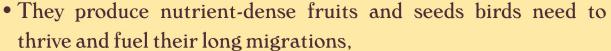
POLLINATOR GARDEN

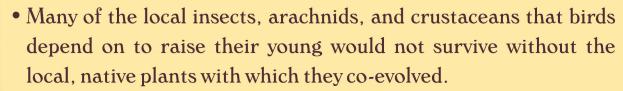
Bird Harbor provides food and shelter to the many birds that live in and visit the Great Embankment Park and the Erie Canal. It also creates healthy habitat for pollinators and other wildlife that contribute to the ecosystem here.

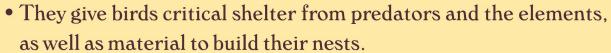


native becaus









These plants also offer nectar and pollen for neighborhood bees, butterflies, and other pollinators. For that reason, Bird Harbor is part of the Pittsford Pollinator Pathway.





Photo credits: Richard Ashworth (Cedar Waxwing, American Goldfinch, Gre Blue Heron) and Jane McConnochie (Fritillary butterfly on Butterflyweed)

Scan this QR code to learn how you can make your yard better for the birds.









This garden blooms through a collaboration between the Town of Pittsford and Color Pittsford Green, with support from the Cornell Cooperative Extension of Monroe County. The native plants growing here were sourced from Amanda's Native Garden and White Oak Nursery.



GREAT EMBANKMENT PARK WILDFLOWER MEADOW

This native wildflower meadow was planted by the Town of Pittsford for the birds that live in and visit the Great Embankment Park.

This meadow replaces what was once a Mugwort "desert." Common mugwort (Artemisia vulgaris) is highly invasive and difficult to control, and provides no forage for pollinators, birds, or other wildlife. Each plant can produce 200,000 seeds and new plants can sprout from a 2-inch piece of rhizome. Mugwort shades out and even poisons plants that would otherwise play a greater role in the food web. It is wind-pollinated, and many people are allergic to the pollen (it is a common cause of hay fever).





Native wildflower meadows like this one seeded in the spring of 2024 not only provide vastly better habitat for birds, they also eventually:

- Store more carbon in their root systems than lawns do, which helps improve soil and water quality as well as helps the climate.
- Are lower maintenance than lawns.
- Are more resilient to drought and flooding once established.
- Provide better habitat for birds, bees, and other wildlife.
- Can be an important stop on the Pittsford Pollinator Pathway!

lawn with a meadow for the pirds and bees? Scan this code to learn how:





Once established, this meadow will only need to be moved once or twice per year. Best of all, it will provide a lovely floral wildlife habitat for decades to come!

Town OF PITTS PARK BIRD HARBOR TOWN OF PITTS ORD TOWN ORD TOWN OF PITTS ORD TOWN OR

Stop.
Breathe.
Look closer.
Listen harder.

Nature might have something to show you.







Photo by Brad Imhoff, Courtesy of the Macauley Library

Did you know the Eastern Bluebird, New York's state bird, can spot a tiny insect 100 feet away?

Bluebirds prefer open meadows where lots of insects live. Bluebird populations plummeted due to disappearing habitat and competition from non-native birds.

But when people installed thousands of high-quality nest boxes across New York State and planted more meadows, Bluebirds have made a remarkable comeback!

What can you do to help birds?

Great Embankment Park BIRD HARBOR

Birds go wild for the tart red berries of the Chokecherry tree!

Native bees rave over their flowers and caterpillars delight in munching their leaves. Take a look – you may see an Eastern Tiger Swallowtail butterfly flitting about a Chokecherry in bloom, drinking nectar or even laying a couple of eggs.

Stay curious!





Did you know most baby birds cannot digest seeds?

They need their parents to bring them insect larvae until they leave the nest. For example, chickadee moms and dads must collect over 5.000 caterpillars or other arthropods per clutch (nest of eggs) if their kids are to survive.



Stay pesticide free and leave the bugs to feed the birds!



Did you know that many species of wasps pollinate flowers?



Wasps also hunt and eat insects that can be pests in the garden – unlike bees, who are vegetarian.



What wasps do you see hard at work in the meadow?





Native oak, birch and cherry trees are known as "keystone trees" because they are foundational to the health of the ecosystem where they live.

Keystone trees are critical life support systems for many kinds of wildlife from fungi to ants, moths, birds and mammals. Keystone trees help clean the air as they capture carbon dioxide and absorb pollutants. Their flowers provide nectar and pollen for bees and butterflies and produce nutrient-dense fruits to feed



many birds and mammals.
Caterpillars nestle in their bark and eat their leaves.
Fungi and bacteria slurp up the sugars on their roots and help break down nutrients in the soil for the trees to use.

Native trees really are trees of life!



MEMORANDUM

To: Town Board

From: Renee McQuillen, Town Clerk/Tax Receiver

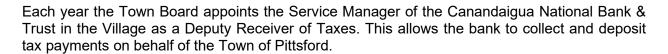
Date: November 24, 2025

Regarding: Appointment of Deputy Receiver of Taxes –

Steven Vega, Service manager at

Canandaigua National Bank

For Meeting On: December 3, 2025



Recently, a new Service Manager joined the Bank. He has agreed to serve as a Deputy Tax Receiver for the coming year. Therefore, I ask the Town Board to appoint Steven Vega as Deputy Receiver of Taxes for the Town of Pittsford and to authorize him to collect the 2026 Town and County taxes during the interest-free collection period.

If the Town Board approves, the following Resolution would be in order:

RESOLUTION

RESOLVED, that Steven Vega, Service Manager at the Pittsford Branch of Canandaigua National Bank & Trust, be and hereby is appointed Deputy Receiver of Taxes for the Town of Pittsford, with authority to collect Town and County Taxes during the interest-free collection period in 2026.



MEMORANDUM

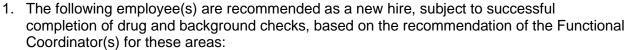
To: Pittsford Town Board

From: Cheryl Fleming, Director of Personnel

Date: November 19, 2025

Regarding: Recommendations for Hiring/Personnel Adjustments

For Meeting On: December 3, 2025



Name	Dept	Position	Rate	Date of Hire
Miriam Yaar	Rec	Rec Assistant	\$15.50	12/.01/2025

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

Name	Dept	Position	Rate	Date of Hire
Miriam Yaar	Rec	Rec Assistant	\$15.50	12/01/2025

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

Name	Dept	Position	Rate	Effective Date
Catherine Marinaccio	Recreation	Afterschool	\$16.64	11/24/2025
		Group Leader		
Bridget O'Sullivan	Maintenance	Seasonal to FT - Cleaner	\$18.10	12/01/2025

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):

and removining employee(e	· · · · · · · · · · · · · · · · · · ·			
Name	Dept	Position	Rate	Effective Date
Catherine Marinaccio	Recreation	Afterschool	\$16.64	11/24/2025
		Group Leader		
Bridget O'Sullivan	Maintenance	Seasonal to FT -	\$18.10	12/01/2025
		Cleaner		



MEMORANDUM

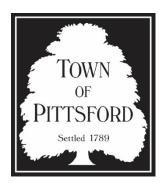
To: Town Board **CC:** William Smith

From: Amanda Kuhnel Madigan

Date: November 24, 2025

Regarding: Library Board Appointment

FOR MEETING ON: December 3, 2025



WHEREAS, Library Board member Lori Lusk has completed her first term as of December 2025 and is eligible for re-appointment; and

WHEREAS, the Board of Trustees of the Pittsford Community Library has selected Lori Lusk for re-appointment to the Library Board;

NOW, THEREFORE, BE IT RESOLVED, that the selection of the Library Board for reappointment be and hereby is confirmed, ratified, and approved, and Lori Lusk be and hereby is appointed to the Library Board for another term of 5 years, effective January 1, 2026.

LORI PAPWORTH LUSK

P	ROFESSIONAL SUMMARY ——————————
Dedicated educator with 33 years of dist	inguished teaching experience working with Kindergarten and
Second Grade students. Extensive knowl	ledge and experience in the areas of children's literature and early
childhood education. Confident and data	iled-oriented with dedication to organization and effective
chinanooa caacanon. Connaciit ana acta	ned offented with dedication to organization and effective
	ned offented with dedication to organization and effective
	SKILLS —
collaboration with various colleagues. Board leadership	
collaboration with various colleagues.	SKILLS —

- Tenured Kindergarten and Second Grade Teacher at Allen Creek Elementary School.
- Instrumental in the design and implementation of the District's full day Kindergarten program.
- Routinely collaborate with District and building administrators on classroom policies, management strategies and discipline.
- Design daily lesson plans customized to student needs.
- PTSA Lifetime Membership Award, 05/2017
- Presenter, NYS and National NAEYC Conferences on integrated curriculum and children's literature.
- District Grade Level Chair, 2010-2015
- Building Grade Level Chair, 2005-present.
- District Mentor, 2006-present.
- Membership Chair, Pittsford District Teachers Association, 1995-1999

EDUCATION

Master of Arts: Literacy, 05/1993

State University of New York At Geneseo - Geneseo, NY

Graduated with 4.0 GPA

Bachelor of Science: Elementary Education, 05/1993

State University of New York At Geneseo - Geneseo, NY

- Minored in Psychology, with concentration in Early Childhood Education
- Dean's List 09/1989-05/1992
- Studied Literacy and Reading Recovery programs while studying abroad in New Zealand.

ADDITIONAL INFORMATION

Trustee, Pittsford Community Library Board of Trustees 2020-present (current Vice President, former Secretary)

Volunteer, Pittsford Food Cupboard, 2021-present

Volunteer, Margaret Home, 2021-present

Volunteer, Pittsford Cooperative Nursery School, 2003-2008

Religious Educator, St. Louis Church, 2005-2015

Girl Scout Leader, Allen Creek Elementary Troop 562, 2006-2014

Volunteer, Boys and Girls Club, Rochester NY, 2015-2020

Volunteer Leader, Teen Youth Group Mission Trip to Kingston, Jamaica, 2016

Married to Jared Lusk Proud Mother to Riley Jane, Nolan Pittsford Resident since 1998