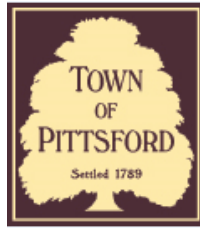


SUPERVISOR
William A. Smith, Jr.



COUNCIL MEMBERS
Kate Bohne Munzinger, Deputy
Supervisor
Kevin Beckford
Matthew J. O'Connor
Stephanie Townsend

TOWN BOARD AGENDA

Town Hall – 11 S. Main Street, Pittsford – Lower Level
Tuesday, January 15, 2019 – 6:00 PM

Call to Order

Minutes

Public Comment
December 18, 2018
December 31, 2018
January 2, 2019

Martin Luther King Day Proclamation

General

Legal Matters

Public Comment
Consulting Agreement with SWBR
Compliance and Engineering Services with TYLI
Agreement with MRB Group, P.C.
High Street – Sewer Transmission Agreement with Village of Pittsford
Engagement Letter with Bradley Berkland Hagen & Herbst, LLC

Financial Matters

Public Comment
Vouchers

Operational Matters

Public Comment
Harladay Hots, Inc. Vending Permit
Intermunicipal GIS Cooperative Agreement

Personnel Matters

Public Comment
Hiring Recommendations
Floating Holiday Carryover Policy
Training

Recreational Matters

Other Business

Public Comment

Adjournment

Minutes of the Town Board for December 18, 2018

**DRAFT
TOWN OF PITTSFORD
TOWN BOARD
DECEMBER 18, 2018**

Proceedings of a regular meeting of the Pittsford Town Board held on Tuesday, December 18, 2018 at 6:00 P.M. local time in the Pittsford Town Hall, 11 South Main Street, Lower Level Meeting Room.

PRESENT: Supervisor William A. Smith, Jr.; Councilpersons Kevin S. Beckford, Katherine Bohne Munzinger, Matthew J. O'Connor and Stephanie M. Townsend.

ABSENT: None.

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

ATTENDANCE: There were 34 members of the public in attendance. There were two (2) additional staff members present and an interpreter.

Supervisor Smith called the Town Board meeting to order at 6:00 P.M. The Town Clerk noted all members of Town Board to be present and Supervisor Smith led in the Pledge to the Flag.

MEETING MINUTES OF DECEMBER 5, 2018 AMENDED

Councilwoman Townsend requested two (2) amendments to be made to the Draft Minutes of the December 5, 2018 Town Board meeting, as follows:

Page 5, second paragraph: strike "recommendations from the DRHPB are frequently ignored or disregarded" and replace with "members of the DRHPB have expressed concerns that their recommendations are sometimes disregarded or result in token modifications". Also, on page 5, next to last paragraph under Community Choice Aggregation, add "Ayes", before the actual vote.

Thereafter a motion was made by Supervisor Smith to amend the draft Minutes of the December 5, 2018, as noted above, seconded by Councilman O'Connor, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the December 5, 2018 Minutes are amended as noted above.

MEETING MINUTES OF DECEMBER 5, 2018 APPROVED AS AMENDED

Thereafter, a Resolution to approve the Minutes of the December 5, 2018 as amended was offered by Supervisor Smith, seconded by Councilman O'Connor, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Meeting Minutes of December 5, 2018 are approved as amended.

END OF THE YEAR MEETING SET

A Resolution to set a special meeting of the Town Board for the purpose of approving routine end-of-the-year matters, such as accounts payable, hiring resolutions and budget transfers was offered by Supervisor Smith,

Minutes of the Town Board for December 18, 2018

seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The following Resolution was declared carried as follows:

RESOLVED, that a special meeting of the Town Board be and hereby is set for Monday, December 31, 2018 at 10:00 A.M., in the Town Hall meeting room, for the purpose of approving year-end accounts payable, hiring resolutions, budget transfers and other necessary business.

2019 TOWN BOARD MEETING SCHEDULED APPROVED

A suggestion was made by Councilmember Townsend to change the proposed February 19 date because it falls during the annual meeting of the State Association of Towns, and also to change the proposed November 4 Town Board meeting date, a day prior to Election Day. The Supervisor noted that the schedule could be changed, if necessary, prior to either one of those dates. Thereafter, a Resolution to approve the 2019 Town Board Meeting Schedule as proposed was offered by Deputy Supervisor Munzinger, seconded by Councilman O'Connor, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The following Resolution was declared carried as follows:

RESOLVED, that the following 2019 Town Board Meeting Schedule is approved:

January 2	January 15
February 5	February 19
March 5	March 19
April 2	April 16
May 7	May 21
June 4	June 18
July 2	July 16
August 6	August 20
September 3	September 17
October 1	October 15
November 4	November 19
December 4	December 17

All meetings listed above are currently scheduled to be held at the Pittsford Town Hall, Lower Level Meeting Room, 11 South Main Street, at 6 P.M., but may be subject to change.

LEGAL MATTERS

PITTSFORD YOUTH SERVICES AGREEMENT APPROVED

Upon inquiry by Councilman O'Connor, Town Attorney Koegel confirmed that the additional \$3,000 recommended by Councilman Beckford and approved as an amendment to the original 2019 Supervisor's budget was included in this proposed Agreement with Pittsford Youth Services. Councilmember Townsend objected to the provision in the contract that calls for PYS to consult with the Town Board's liaison to PYS (currently Councilman Beckford) in the event that PYS would seek to fill a vacancy in the position of Executive Director. It was confirmed that PYS itself did not object to this provision, that PYS already had signed the contract containing the provision, and that the provision provided for consultation only, not compromising the PYS's independent discretion in choosing its own Executive Director. Thereafter, a Resolution to approve the annual Pittsford Youth Services Agreement was offered by Supervisor Smith, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Town Supervisor be authorized to enter into and sign the proposed Agreement with Pittsford Youth Services for calendar year 2019.

Minutes of the Town Board for December 18, 2018

ELDERBERRY EXPRESS AGREEMENT APPROVED

Upon confirmation and clarification of accessibility of Elderberry Express' financial statements and service reports, a Resolution to approve the annual Elderberry Express Agreement was offered by Deputy Supervisor Munzinger, seconded by Councilman O'Connor, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Town Supervisor be authorized to enter into and sign the proposed Agreement with Elderberry Express for calendar year 2019.

LOCAL LAW NO. 5 OF 2018 – TEMPORARY MORATORIUM LIFTED FROM TABLE FOR CONSIDERATION

At its regular meeting held on October 2, 2018, the Town Board held a public hearing on proposed Local Law No. 5 of 2018 – Temporary Moratorium on Subdivision of Real Property in RRSP Zoning District and Extended RRSP Zone. After the public hearing was closed, the Town Board passed a Resolution to table further consideration of said Local Law at that time.

Supervisor Smith gave a brief background of the proposed Local Law No. 5 of 2018, noting that it had been proposed earlier in the year, and that a Public Hearing had been held in October. However, at that time, the Board voted to table consideration of this law, given that an application for development affecting a property within the area had been withdrawn, pending any rezoning to be undertaken following adoption of an updated Comprehensive Plan. However, the application was recently re-submitted. To assure an orderly process and to allow for consideration of any possible zoning changes consequent to the Comprehensive Plan, it would be in the best interest of the Town to lift the proposed moratorium from the table and enact it. Councilman Beckford supported this move on the understanding that it would not result in lower density zoning for the area of the Town affected.

Thereafter, a motion was offered by Supervisor Smith, to lift the proposed Local Law No. 5 of 2018 from the table for consideration by the Board, seconded by Councilman O'Connor, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The following Resolution was declared carried as follows:

RESOLVED, that the proposed Local Law No. 5 of 2018 – Temporary Moratorium on Subdivision of Real Property in RRSP Zoning District and Extended RRSP Zone be lifted from the table of the Board for consideration.

LOCAL LAW NO. 5 OF 2018 – TEMPORARY MORATORIUM ON SUBDIVISION OF REAL PROPERTY IN RRSP ZONING DISTRICT AND EXTENDED RRSP ZONE APPROVED

Councilman O'Connor confirmed with Attorney Koegel that the town could lift the moratorium well before the six-month duration defined in the local law if appropriate. Following brief discussion and explanation of the intent of the Moratorium by Councilman Beckford and Supervisor Smith for members of the public, a Resolution to adopt the proposed Local Law No. 5 of 2018 was offered by Supervisor Smith, seconded by Councilman O'Connor, and voted on by member as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The following Local Law No. 5 of 2018 was adopted as follows:

WHEREAS, true and correct copies of proposed Local Law No. 5 of 2018: Temporary Moratorium on the Subdivision of Real Property in the RRSP Zoning District and the Extended RRSP Zone, were placed upon the desks of all members of the Town Board of the Town Board, New York, more than seven (7) calendar days, exclusive of Sunday, prior to the 2nd day of October, 2018; and

WHEREAS, there was duly published in a newspaper previously designated as an official newspaper for

Minutes of the Town Board for December 18, 2018

publication of public notices, and posted upon the bulletin board maintained by the Town Clerk pursuant to § 40(6) of the Town Law, a notice of public hearing to the effect that the Town Board would hold a public hearing on the 2nd day of October, 2018, at 6:00 P.M., Local Time, at the Town Hall, 11 South Main Street, Pittsford, New York, on said Local Law No. 5 of 2018; and

WHEREAS, the said public hearing was duly held on the 2nd day of October, 2018, at 6:00 P.M., Local Time, at the Town Hall, Pittsford, New York, and all persons present were given an opportunity to be heard, whether speaking in favor of or against the adoption of said Local Law No. 5 of 2018; and

WHEREAS, subsequent to the closing of said public hearing, and after all persons interested had been heard, the Town Board passed a resolution to table further consideration of Local Law No. 5 of 2018 at that time; and

WHEREAS, at its regular meeting held on the 18th day of December, 2018, the Town Board passed a resolution to remove Local Law No. 5 of 2018 from the table and to consider the adoption of said Local Law No. 5 of 2018;

WHEREAS, the within matter is a Type II action, pursuant to 6 NYCRR Part 617, §617.5 (c)(36) and, accordingly, is not subject to further review under SEQRA; and

WHEREAS, it was the decision of the Town Board that said Local Law No. 5 of 2018 should be adopted.

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

RESOLVED, that Local Law No. 5 of 2018: Temporary Moratorium on the Subdivision of Real Property in the RRSP Zoning District and the Extended RRSP Zone, be adopted by the Town Board of the Town of Pittsford, New York, to read as annexed hereto; and it was further

RESOLVED, that within twenty (20) days subsequent to the 18th day of December, 2018, there shall be filed with the Secretary of State one certified copy of said Local Law No. 5 of 2018.

The following is Local Law No. 5 of 2018 as adopted:

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

**LOCAL LAW NO. 5 OF 2018:
TEMPORARY MORATORIUM ON THE
SUBDIVISION OF REAL PROPERTY
IN THE RRSP ZONING DISTRICT
AND THE EXTENDED RRSP ZONE**

Sec. 1 Title

This law shall be known as “Local Law No. 5 of 2018: Temporary Moratorium on the Subdivision of Real Property in the RRSP Zoning District and the Extended RRSP Zone.”

Sec. 2 Findings

The Town Board finds as follows:

Minutes of the Town Board for December 18, 2018

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

(b) Among the specific actions to achieve the goals and fulfill the policies is the action to extend the Town's RRSP zoning to areas (a) between the Water Authority property at the reservoir and the Thruway, bordered by Mendon Center Road and West Bloomfield Road; and (b) west of Mendon Center Road, the area south of the Autumn Woods development, between Autumn Woods and the Thruway (items a and b, collectively, the "Extended RRSP Zone"). Another action is for the Town Board to consider a moratorium on development in the RRSP Zoning District and the Extended RRSP Zone until Town Zoning Code modifications can be addressed. These actions are set forth in the Town's 2018 draft Comprehensive Plan Update at page 34.

(c) The Town anticipates that its current efforts to amend its Comprehensive Plan will be completed within the next several months. After the Town Board properly adopts any changes in the Comprehensive Plan, the Board will be in a position to analyze and enact appropriate modifications to the Town's Zoning Code, which will address and regulate future development in the RRSP Zoning District and the Extended RRSP zone.

(d) A moratorium on subdivision in the RRSP Zoning District and the extended RRSP zone is necessary in order for the Town to complete the amendment of the Town's Comprehensive Plan and consider appropriate amendments to the Town's Zoning Code, thereby protecting and advancing the Town's goals, policies, and actions identified above.

Sec. 3 Purpose and Intent

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

(b) It is the further purpose of this law to enable the Town of Pittsford to stop the subdivision of land in the RRSP Zoning District and the Extended RRSP Zone within the Town for a reasonable time pending an update to the Town's Comprehensive Plan and, if necessary, adoption of laws necessary to effectuate revisions to the Zoning Code of the

Town, as well as other laws of the Town, and pending the necessary SEQRA process to evaluate each of the above actions.

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

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

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

Sec. 4 Imposition of Moratorium

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

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

Sec. 5 Alleviation of Hardship

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

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

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

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

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

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

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

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

(5) The extent to which actions of the applicant were undertaken in good faith belief that the proposed subdivision would not lead to significant environmental degradation, undue adverse impacts on adjacent areas, or adversely impact the land uses appropriate to the property.

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(e) At the conclusion of the public hearing and after reviewing the evidence and testimony placed before it, the Town Board shall act upon the request to approve, deny or approve in part and deny in part the request made by the applicant.

Sec. 6 Validity

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

Sec. 7 Effective Date

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

FINANCIAL MATTERS

CONTINUING DISCLOSURE SERVICES WITH MUNICIPAL SOLUTIONS APPROVED

A Resolution to approve an agreement with Municipal Solutions, Inc. for Continuing Secondary Market Disclosure services was considered. Councilman O'Connor inquired and received confirmation of the proposed frequency of reporting. Deputy Supervisor Munzinger then moved the resolution, which was seconded by Councilman O'Connor, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The following Resolution was declared carried as follows:

RESOLVED, that the Supervisor be authorized to sign an agreement with Municipal Solutions, Inc. for Continuing Secondary Market Disclosure services per Securities and Exchange Commission (SEC).

DECEMBER VOUCHERS APPROVED

A Resolution to approve the December 2018 vouchers was offered by Deputy Supervisor Munzinger, seconded by Councilman O'Connor, and voted on by the members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the December 2018 vouchers No. 139,532 through No. 139,906 in the amount of \$684,101.46 are approved for payment.

BUDGET TRANSFERS AND AMENDMENTS APPROVED

A Resolution to approve the proposed Budget Transfers and Amendments were offered by Councilman O'Connor, seconded by Deputy Supervisor Munzinger, and voted on by the members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the following budget transfers are approved:

- That \$ 116,020.00 be transferred from 6.9950.9000.1.6 (Sewer – Transfer to Capital) to the Sewer Capital Reserve Fund per the 2018 budget.
- That \$ 118,000.00 be transferred from 1.9950.9000.1.1 (Whole Town – Transfer to Capital) to the General Reserve Fund.
- That \$ 675.00 be transferred from 2.1989.2029.1.1 (Part Town – Fleet Schedule) to 2.9950.9000.1.1 (Part Town – Transfer to Capital) and transferred to the Part Town Equipment Capital Reserve.

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- That \$ 7,032.00 be transferred from 4.1989.2003.2.4 (Whole Town Highway – Fleet Schedule) to 4.9950.9000.1.4 (Whole Town Highway – Transfer to Capital) and transferred to the Whole Town Equipment Capital Reserve.
- That \$1,110.00 be transferred from 6.1989.2002.1.6 (Sewer – Office Equipment Schedule) to 6.9950.9000.1.6 (Sewer – Transfer to Capital) and transferred to the Sewer Office Equipment Capital Reserve.
- That \$1,854.00 from 6.1989.2029.1.6 (Sewer – Fleet Replacement) to 6.9950.9000.1.6 (Sewer – Transfer to Capital) and transferred to the Sewer Equipment Capital Reserve.

and be it further

RESOLVED, that the following budget amendments are approved:

- That line item 3.7410.4000.25.3 (Library – Expense) be increased by \$1,000.00 to cover the cost of expenses associated with the Great American Reads Program. The source of these funds is a grant from the New York Council for the Humanities.
- That line item 3.7410.4130.20.3 (Library – Audio Visual) be increased by \$5,000.00 for additional audio visual items. The source of these will be a Bullet Grant from Monroe County.

OPERATIONAL MATTERS

PERSONNEL AND EQUIPMENT SHARING INTERMUNICIPAL COOPERATION AGREEMENT WITH PITTSFORD CENTRAL SCHOOL DISTRICT APPROVED

Commissioner Schenkel notified Town Board in a Memorandum that the Town's current 5-year Agreement with the Pittsford Central School District for the sharing of personnel and equipment has expired and recommends that the Town renew this agreement for an additional five (5) years.

Thereafter, a Resolution to renew the five (5)-year Agreement for personnel and equipment sharing was offered by Councilwoman Townsend, seconded by Councilman Beckford, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The following Resolution was declared carried as follows:

RESOLVED, that the Town Board of the Town of Pittsford authorizes the Town Supervisor to enter into and sign the Intermunicipal Cooperation Agreement with the Pittsford Central School District for shared equipment and personnel.

THORNELL FARM PARK PARKING AGREEMENT WITH PITTSFORD CENTRAL SCHOOL DISTRICT APPROVED

Commissioner Schenkel notified Town Board in a Memorandum that the Town's 10-year Agreement with the Pittsford Central School District for the use of the parking lot at Thornell Farm Park is expiring soon and recommends that the Town Board renew this Agreement for another 10 years.

Thereafter, a Resolution to renew the ten (10)-year Agreement for the use of the Thornell Farm Park Parking lot by the Pittsford Central School District was offered by Councilwoman Townsend, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The following Resolution was declared carried as follows:

RESOLVED, that the Town Board of the Town of Pittsford authorizes the Town Supervisor to enter into and sign the Parking Agreement with the Pittsford Central School District for use of the Thornell Farm Parking Lot by the Pittsford Central School District.

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PERSONNEL MATTERS

HIRING RECOMMENDATIONS APPROVED

Councilman O'Connor confirmed that he audited the records for the proposed rehires, noting that all the documents were in order. Thereafter, a Resolution to approve the proposed rehiring and personnel adjustments was offered by Councilman O'Connor, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: None.

The Resolution was declared carried as follows:

RESOLVED, that the Town Board approve the following persons for employment as rehires and confirm as the date of rehire as indicated hereto:

Name	Department	Position	Rate	Date of Hire
Connor Haims	Highway	Seasonal Rehire	\$11.25	12/12/2018
Nicholas Polizzzi	Highway	Seasonal Rehire	\$11.25	12/12/2018
Hayes Wallman	Sewer	Seasonal Rehire	\$11.25	12/17/2018

And be it further

RESOLVED, that the Town Board approves the status and salary changes for the following employees:

Name	Position	Reason for Change	Rate	Effective Date
Joshua Butler	Laborer	Seasonal to Reg FT	\$15.22	12/17/2018

2019 HOLIDAY SCHEDULE APPROVED

A Resolution was offered by Councilwoman Townsend to approve the proposed 2019 Holiday Schedule, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the 2019 Holiday Schedule for the Town of Pittsford full time and part-time staff be approved, respectively, as follows:

2019 Schedule of Holidays

New Year's Day	Tuesday, January 1st
Martin Luther King Day*	Monday, January 21st
Presidents' Day*	Monday, February 18th
Memorial Day	Monday, May 27th
Independence Day	Thursday, July 4th
Day after Independence Day	Friday, July 5th
Labor Day	Monday, September 2nd
Columbus Day	Monday, October 14th
Veterans' Day	Monday, November 11th
Thanksgiving Day	Thursday, November 28th
Day After Thanksgiving	Friday, November 29th
Christmas Eve	Tuesday, December 24th
Christmas Day	Wednesday, December 25th
Employee's Birthday*	

*Floating holidays, taken with Department Head's approval; Town offices remain open on these days.

OTHER BUSINESS

Councilman Beckford spoke to the public present, particularly the students that were attending the meeting for a school requirement, indicating that he was pleased to see them in attendance and encouraged them to attend more meetings, even when not required. He indicated that the Town Board would be very interested in hearing their thoughts and concerns as well. Councilman Beckford pointed out the importance of Town government, noting the Board's acceptance of his amendment to the 2019 budget that improved wages for some of the

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lowest-paid Town employees, and the Board's adoption of enabling legislation to pursue Community Choice Aggregation and its approval of an agreement with the towns of Irondequoit, and Brighton and the Village of Pittsford, to move forward together in pursuing a CCA program to seek electricity for residents from 100% renewable sources at the current price or lower.

Demolition Law: Councilman Beckford referred to the recent discussion among the Board and the public on the proposed Demolition Law. He noted broad agreement among all who spoke, on the desirability of demolition review, indicated his support for the draft of that law to be edited to reflect that the review and decision making authority be given to the Planning Board, consistent with the general practice for other municipalities throughout the state that require demolition review.

Councilwoman Townsend stated that she does not support this change and believes that the decision-making authority should be given to the Design Review and Historic Preservation Board.

Supervisor Smith noted that in light of Councilman Beckford's comment, the prevailing view on the Town Board appeared to support assigning responsibility for demolition review to the Planning Board, with advice from the Design Review Board, and asked Attorney Koegel to revise the draft Demolition Law accordingly.

Demolition of Derelict Structures at 80 Mitchell Road: Councilman O'Connor noted that Code Enforcement Officer and Fire Marshal Kelly Cline was present at the meeting and asked her to provide the Board and the public an update on the structures located at 80 Mitchell Road. The Town deemed the vacant and dilapidated structures to be health and safety concerns, and therefore, ordered both to be demolished. Fire Marshal Cline reconfirmed that the Town has completed a Request for Proposals (RFP) for the demolition of the structures at 80 Mitchell Road and is in the process of releasing the RFP to prospective contractors. In the interim, the Town has spoken with the owner, who has indicated that he also is obtaining quotes for demolition. The Town will move forward with the demolition as ordered, should the owner neglect to do so in a timely manner.

Hunting in Pittsford: Councilwoman Townsend inquired on the status of some of the additional information and steps on this subject discussed previously. Supervisor Smith noted that the Town has revised, for easier reading, its map showing areas in Pittsford where hunting is permitted and has posted it on the Town website. He described his conversations with Lieutenant Hummel of the DEC (State Department of Environmental Conservation) following the last Town Board meeting, including enhanced enforcement to deter illegal hunting. Lieutenant Hummel will furnish additional information requested, including the number of deer in Pittsford and the number of car accidents. He detailed steps for enhanced enforcement. Councilman O'Connor stated that Pittsford is not unique in coping with massive deer overpopulation, which causes farm degradation, automobile accidents, disease transmission, trespassing by illegal hunters and rifle fire, considered a threat by homeowners adjacent to farm land, among other problems. The College of Agriculture and Life Sciences at Cornell University opens private land during the year for selective hunts to thin the herd because Tompkins County has the same problem, and the Town may want to consult with Cornell and Tomkins County officials for suggestions on best practices. Supervisor Smith noted that the State University at Binghamton also has allowed deer culling hunts on its lands; he stated that the Board will have more to discuss on this subject in subsequent meetings.

Councilmember Townsend inquired about the Sheriff's Department response to incidents of racially derogatory material being posted or otherwise appearing in Pittsford and neighboring communities. The Supervisor noted his regular meetings with Captain Bell of the Monroe County Sheriff's Department Zone A, Pittsford's law enforcement agency, and the Sheriff's Department's efforts to identify distributors of such material. He noted that the Sheriff has found that all of the people behind material of this character who have been identified to date, have come from outside of Pittsford. He stated that the Sheriff's Department takes such incidents, however sporadically they may occur, very seriously, as does the Town, and that both pursue a strategy of deterrence based on aggressively seeking to identify who is responsible, using fear of exposure to deter such activity in future. In addition, the Town would pursue any legal remedies possible, such as laws regarding littering or vandalism or the like. He noted that interviews of perpetrators by law enforcement in Pittsford and Brighton has disclosed that the more publicity they receive for disseminating racist material, the more they are encouraged to continue, as long as they're not named personally. This places all involved in fighting this kind of repellent message, he continued, in a position of asserting vigorously the moral position of the Town on such matters, as the Town administration has done consistently, without inadvertently encouraging more of it.

Minutes of the Town Board for December 18, 2018

Councilman O'Connor confirmed that residents who come across such material on Town property should immediately report it to the Supervisor's office, so that the Supervisor can notify the Sheriff, so that the Sheriff's department can remove the material in a way that does not compromise any forensic analysis.

PUBLIC COMMENT

The following members of the public offered comments:

Lee Fox commented on and inquired about the use of the Town-owned building at 5611 Pittsford-Palmyra Road, that served as the temporary Recreation Center during the Spiegel Center renovation.

Kendra Evans thanked the Board for initiating the review of the integrated Pest Management Plan currently under way. She asked that, in soliciting bids for landscaping services as part of the Contracted Grounds Maintenance Bid process, the town solicit bids from suppliers for pest management without pesticides.

Mary Moore commented on warnings appearing on the label of a pesticide once used by the Town's Parks Department, Brushmaster, and gave Town Board members a copy of the label.

Janice Pietersie encouraged the Town to continue to keep pressure on law enforcement to help prevent distribution of racist material in Pittsford.

As there was no further business to discuss, the Supervisor adjourned the meeting at 7:08 P.M.

Respectfully submitted,

Linda M. Dillon
Town Clerk

Minutes of the Town Board for December 31, 2018

DRAFT TOWN OF PITTSFORD TOWN BOARD DECEMBER 31, 2018

Proceedings of a special meeting of the Pittsford Town Board held on Monday, December 31, 2018 at 10:00 A.M. local time in Town Hall, 11 South Main Street, Lower Level Meeting Room.

- PRESENT:** Supervisor William A. Smith, Jr.; Councilpersons Kevin S. Beckford, and Katherine Bohne Munzinger.
- ABSENT:** Councilman Matthew J. O'Connor and Councilwoman Stephanie M. Townsend.
- ALSO PRESENT:** Staff Members: Jessie Hollenbeck, Recreation Director; Paul Schenkel, Commissioner of Public Works; Greg Duane, Finance Director; Robert Koegel, Attorney, Linda M. Dillon, Town Clerk, and Suzanne Reddick, Assistant to Supervisor.
- ATTENDANCE:** There were four (4) members of the public in attendance.

Supervisor Smith called the Town Board meeting to order at 10:00 A.M. The Town Clerk noted members present and the absence of Councilman O'Connor and Councilwoman Townsend. However, Councilman O'Connor was auditing the meeting via telephone. Thereafter, Supervisor Smith led in the Pledge to the Flag.

FINANCIAL MATTERS END OF THE YEAR VOUCHERS APPROVED

A Resolution to approve the End of the Year December 2018 vouchers was moved by Deputy Supervisor Munzinger, seconded by Councilman Beckford, and voted on by the members as follows: Ayes: Beckford, Munzinger, and Smith. Absent: O'Connor and Townsend. Nays: None.

The Resolution was declared carried as follows:

RESOLVED, that the End of the Year December 2018 vouchers No. 139907 through No.140005, in the amount of \$670,201.61 are approved for payment.

BUDGET TRANSFERS AND AMENDMENT APPROVED

A Resolution to approve the recommended budget transfers and amendment were offered by Supervisor Smith, seconded by Deputy Supervisor Munzinger, and voted on by the members as follows: Ayes: Beckford, Munzinger and Smith. Absent: O'Connor and Townsend. Nays: None.

The Resolution was declared carried as follows:

RESOLVED, that the following budget transfers are approved:

- That \$ 26,035.00 be transferred from 1.1989.2001.3.1 (Whole Town – IT Equipment Schedule) and 7,680.00 from 1.1989.2002.1.1 (Whole Town – Office Equipment Schedule) to 1.9950.9000.1.1 (Whole Town – Transfer to Capital) and these funds be transferred to the Whole Town Office Equipment Capital Reserve.
- That \$ 8,500.00 be transferred from 2.1990.4000.1.1 (Part Town – Contingency) to 2.3620.1000.17.1 (Code Enforcement – Salaries) to cover the cost associated with adding a Part Time Code Enforcement Officer.
- That \$ 50,000.00 be transferred from 1.1990.4000.1.1 (Whole Town – Contingency) and \$150,000.00 from 1.9060.8000.1.1 (Whole Town – Hospitalization) be transferred to 1.9950.9000.1.1 (Whole Town – Transfer to Capital) and that these funds be transferred to the General Reserve Fund.

Minutes of the Town Board for December 31, 2018

- That \$ 29,500.00 be transferred from 2.1990.4000.1.1 (Part Town – Contingency), \$75,000.00 from 2.8160.4400.601.4 (Yard Debris – Contracted Services) and \$23,500.00 from 2.9060.8000.1.1 (Part Town – Hospitalization) to 2.9950.9000.1.1 (Part Town – Transfer to Capital) and that these funds be transferred to the Highway Improvement Capital Reserve Fund.
- That \$ 32,000.00 be transferred from 5.9010.8000.55.4 (Part Town Highway – Retirement), \$ 50,000.00 from 5.9040.8000.55.4 (Part Town Highway – Workers Comp) and \$ 26,000.00 from 5.9060.8000.55.4 (Part Town Highway – Hospitalization) to 5.9950.9000.1.4 (Part Town Highway – Transfer to Capital) and that these funds be transferred to the Highway Improvement Capital Reserve.
- That \$ 85.00 be transferred from 1.1320.4403.1.1 (Independent Audit- Accountants) to 1.5182.4202.1.4 (Street Lighting – Gas & Electric) to cover the cost of street lights.

Be it further

RESOLVED, that the following amendment is approved:

That line item 341-5182-4202 (1-2 Pole District – Gas & Electric) be increased by \$214.00. The source of these funds will be appropriated fund balance.

PUBLIC COMMENTS

No public comments were offered.

OTHER BUSINESS

Councilman Beckford expressed his thanks and gratitude for the opportunity he has been given to serve this community in the capacity of a Town Councilman. He noted that he has deeply appreciated the assistance, guidance and knowledge that he has obtained from the staff over the past year and that it has helped him to better serve the community.

Thereafter, having no other matters to discuss, the Supervisor adjourned the meeting at 10:06 A.M.

Respectfully submitted,

Linda M. Dillon
Town Clerk

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

Minutes of the Town Board for January 2, 2019

**DRAFT
TOWN OF PITTSFORD
TOWN BOARD
JANUARY 2, 2019
ORGANIZATIONAL SESSION**

Proceedings of a regular meeting of the Pittsford Town Board held on Wednesday, January 2, 2019 at 6:00 P.M. local time in Pittsford Town Hall.

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

ABSENT: There were no Town Board members absent.

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

ATTENDANCE: There were sixteen (16) members of the public in attendance. There were also three (3) additional staff members and an interpreter present.

Supervisor Smith called the Town Board meeting to order at 6:00 P.M. The Town Clerk noted board members present and Supervisor Smith invited Deputy Supervisor Munzinger to lead in the Pledge to Flag.

AMENDMENT TO THE TOWN BOARD MEETING SCHEDULE APPROVED

The Board considered a proposal to modify the previously approved 2019 Town Board Meeting Schedule, as the proposed February 19 meeting date, to accommodate the annual meeting of the New York Association of Towns in February.

Public Comment

The Supervisor opened the floor for any member of the public to comment on the proposed Resolution. None were offered.

Thereafter, a Resolution to approve the 2019 Town Board Meeting Schedule as amended was offered by Deputy Supervisor Munzinger, seconded by Councilman O'Connor, and voted on by the members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the 2019 Town Board Meeting Schedule be approved and published as amended.

SUPERVISOR'S APPOINTMENTS FOR 2019

Supervisor Smith announced the following appointments for 2019:

Deputy Supervisor	- Katherine Bohne Munzinger
Director of Finance and Budget Director	- Gregory Duane
Assistant to the Supervisor	- Suzanne Reddick
Town Historian	- Audrey Johnson

TOWN BOARD LIAISONS FOR 2019

Supervisor Smith announced the following Town Board liaison assignments for 2019:

Councilman Kevin S. Beckford

Environmental Board; Pittsford Youth Services

Minutes of the Town Board for January 2, 2019

Deputy Supervisor Katherine Bohne Munzinger	Planning Board; Parks and Recreation Board
Councilman Matthew J. O'Connor	Leadership Committee; Library Board of Trustees; Assessment Review Board
Councilwoman Stephanie M. Townsend	Design Review and Historic Preservation Board; Zoning Board of Appeals
Supervisor William A. Smith	Leadership Committee

Supervisor Smith stated the following staff appointments and approvals to be considered by the Town Board, indicating that a vote on all of the proposed staff appointments would be taken immediately thereafter, subject to discussion and amendment, if any, as follows:

Linda Dillon	Town Clerk and Receiver of Taxes
Robert Koegel	Town Attorney
Paul Schenkel	Commissioner of Public Works, Highway Superintendent, Superintendent of Sewers, Parks Superintendent
Cheryl Fleming	Director of Personnel
Laura Beeley	Deputy Town Clerk
Karen Ward	Deputy Town Clerk
Rose Ann Crispino	Deputy Receiver of Taxes
James Gagnier	Deputy Commissioner of Public Works

Public Comment

The Supervisor opened the floor for any member of the public to comment on the proposed Resolution. None were offered.

A Resolution to approve the proposed 2019 staff appointments was offered by Deputy Supervisor Munzinger, seconded by Councilman O'Connor, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The following Resolution was declared carried as follows:

RESOLVED, that the following staff appointments be approved as follows:

Linda Dillon	Town Clerk and Receiver of Taxes
Robert Koegel	Town Attorney
Paul Schenkel	Commissioner of Public Works, Highway Superintendent, Superintendent of Sewers, Parks Superintendent
Cheryl Fleming	Director of Personnel
Laura Beeley	Deputy Town Clerk
Karen Ward	Deputy Town Clerk
Rose Ann Crispino	Deputy Receiver of Taxes
James Gagnier	Deputy Commissioner of Public Works

Thereafter, a Resolution to approve additional appointments proposed for 2019 for the Town Accountant, the Town Engineer and Marriage Officer was offered by Supervisor Smith, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

BE IT RESOLVED, that the following appointments for the Town Accountant, the Town Engineer and Marriage Officer are approved as follows:

TOWN ACCOUNTANT APPOINTED FOR 2019

Bonadio & Company is appointed Town Accountant for 2019.

Minutes of the Town Board for January 2, 2019

MRB GROUP, PC APPOINTED TOWN ENGINEER FOR 2019

MRB Group, PC is appointed Town Engineer for 2019.

MARRIAGE OFFICER APPOINTED FOR 2019

Town Supervisor William A. Smith, Jr. is appointed as a Marriage Officer for a term of one year, expiring on December 31, 2019.

VOLUNTEER BOARD APPOINTMENTS:

Supervisor Smith indicated that appointments will be made following interviews with Town Board members for the volunteer board positions and that the work of the boards continues inasmuch as, by law, incumbents remain in office until their successors have been appointed.

**FINANCIAL MATTERS
TOWN BOARD AUTHORIZATIONS**

Public Comment

The Supervisor asked if any member of the public would like to comment on the proposed Authorizations as outlined in Financial Matters on the Agenda. None were offered.

PETTY CASH FUNDS AUTHORIZATIONS APPROVED

In accordance with the adopted Town policy, the Supervisor read the list of authorizations for the Petty Cash Funds for the various Town departments. Thereafter, a Resolution to approve the authorizations for the Petty Cash Funds was offered by Supervisor Smith, seconded by Councilwoman Townsend, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

A Resolution was declared carried as follows:

RESOLVED, that Petty Cash Funds be established and are approved in accordance with the adopted policy as follows:

<u>Account</u>	<u>Amount</u>	<u>Custodian</u>
Library	\$694.00	Library Director
Recreation Department	\$230.00	Recreation Director
Senior Citizens	\$ 90.00	Recreation Supervisor – Senior Services
Sewer Districts	\$100.00	Sewer District General Foreman
Town Clerk	\$650.00	Town Clerk
Town Justice	\$150.00	Court Clerk
Public Works	\$100.00	Commissioner of Public Works

VOUCHER APPROVAL AUTHORIZATIONS APPROVED

Councilwoman Townsend offered a Resolution to approve the proposed staff members to be authorized to approve vouchers, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The following Resolution was declared carried as follows:

RESOLVED, that the following people be authorized to approve vouchers:

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

HOURLY MINIMUM RATE APPROVED

Minutes of the Town Board for January 2, 2019

Supervisor Smith offered a Resolution to approve the hourly minimum wage rate as \$11.10, seconded by Councilman O'Connor, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The following Resolution was declared carried as follows:

RESOLVED, that the hourly minimum wage rate be set at \$11.10.

WAGES AND SALARIES APPROVED

A Resolution to approved the proposed wages and salaries for all employed positions as provided in the approved 2019 Budget was offered by Supervisor Smith, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The following Resolution was declared carried as follows:

RESOLVED, that the salaries for all employed positions be approved as provided in the 2019 budget are ratified and confirmed.

WORK WEEK ESTABLISHED AND APPROVED

Deputy Supervisor Munzinger offered a Resolution to establish and approve the 2019 work week, seconded by Supervisor Smith, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The following Resolution was declared carried as follows:

RESOLVED, that the workweek is established as 40 hours for the Highway Department, Sewer Department, Building Maintenance, Animal Control and Parks Laborers; all other departments will be at 35 hours.

PAY PERIOD APPROVED

Councilwoman Townsend offered a Resolution to approve the pay period to be bi-weekly, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The following Resolution was declared carried as follows:

RESOLVED, that the pay period is bi-weekly.

Public Comment

The Supervisor asked if any member of the public would like to comment on the proposed Authorizations numbered 7 – 13, as outlined in this portion of Financial Matters on the Agenda. None were offered.

Supervisor Smith indicated proposed approvals by the Town Board for the following authorizations numbered 7 through 13 and to be considered under one vote on all of the proposed items, to be taken immediately thereafter, subject to discussion and amendment. Having read and reviewed all of the items listed, and following some Town Board discussion regarding the designated newspapers, a Resolution to approve them was offered by Supervisor Smith, seconded by Councilman O'Connor, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The following Resolutions were declared carried as follows:

RESOLVED, that the mileage reimbursement rate is set at \$0.58 per mile for the year 2019; and be it further

RESOLVED, that the Health Insurance Reimburse Rate is set at a maximum of \$4,000 per section 5.4 of the Personnel Rules; and be it further

RESOLVED, that the regular Town Board meetings will be scheduled for the 1st and 3rd Tuesday of each month at 6:00 PM, with exceptions as noted in the tentative schedule and as subject to rescheduling from time to time; and be it further

RESOLVED, that the staff members attending Association meetings will be reimbursed up to \$12.00 per meeting for lunch expenses; and be it further

Minutes of the Town Board for January 2, 2019

RESOLVED, that the 2019 per diem rate for meal reimbursement be at \$40.00 per day for meals and incidental expenses; and be it further

RESOLVED, that the following banks are approved as depositories for Town funds in 2019: J.P. Morgan Chase, M&T, Canandaigua National and Key Bank; and be it further

RESOLVED, that the Brighton-Pittsford Post is designated as the official Town newspaper for 2019, with additional newspapers of the Mendon-Honeoye Falls-Lima Sentinel and the Democrat & Chronicle; and be it further

RESOLVED, that the following personnel are authorized to attend the regular meetings of their professional organizations as follows:

- Linda Dillon, Town Clerk & Receiver of Taxes
 - Monroe County Town Clerks, Tax Receivers & Collectors Association
 - New York State Town Clerk's Association
 - New York State Association of Tax Receivers & Collectors
- Rose Ann Crispino
 - New York State Tax Receivers and Collectors Association
 - Monroe County Town Clerks, Tax Receivers & Collectors Association
- Paul Schenkel
 - American Public Works Association – State and Local Branch
 - Monroe County Highway Superintendents Association
 - GIS/SIG Regional Committee
 - Monroe County Stormwater Coalition
- James Gagnier
 - Monroe County Highway Superintendents Association
 - PERMA – Safety Council for Western Region
 - Irondequoit Creek Watershed Collaborative (IWC)
 - Monroe County Stormwater Coalition (MCSC)
- Michelle Debyah
 - GIS/SIG Regional Committee
 - NYS GIS Association
- Rob Fromberger, Town Engineer
 - National Society of Professional Engineers – Monroe Chapter
 - American Society of Civil Engineers
 - American Public Works Association
- Scott Wallman
 - Monroe County Highway Superintendents Association
- Mark Lenzi, Building Inspector
 - Finger Lakes Building Officials Assoc (FLBOA) or
 - Niagara Frontier Building Officials
 - Monroe County Fire Marshal Association
- Allen Reitz, Deputy Building Inspector
 - Finger Lakes Building Officials Association (FLBOA)
- Kelly Cline, Fire Marshal
 - Monroe County Fire Marshal Association
 - Finger Lakes Building Officials Association (FLBOA)
- Town Supervisor, Deputy Supervisor and Town Attorney
 - New York State Association of Towns
- Stephen Robson, Assessor
 - Monroe County Assessor's Association
 - NYS Department of Tax & Finance - Office of Real Property Services
 - NYS Assessors Association
- Greg Duane, Finance Officer
 - Monroe County Town Finance Officer's Association

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- Government Finance Officer's Association – State and Local FLMHIT meetings
- Cheryl Fleming, Personnel Director
Monroe County Town Finance Officers Association
FLMHIT Meetings
Monroe County HR Meetings
- Shelley O'Brien, Communication Coordinator
Ad Council of Rochester
Public Relations Society of America
Association of Women in Communications
- Jessie Hollenbeck
Genesee Valley Parks and Recreation Society
- Alison Burchett
Genesee Valley Parks and Recreation Society
- Katelyn Disbrow
Genesee Valley Parks and Recreation Society
- Brett Wilby
Genesee Valley Parks and Recreation Society
FLMHIT Wellness Committee

PERSONNEL

HIRING RECOMMENDATIONS APPROVED

Councilman O'Connor confirmed that he audited the records for the proposed hire, noting that all the documents were in order. Thereafter, a Resolution to approve the proposed hiring was offered by Councilman O'Connor, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: None.

The Resolution was declared carried as follows:

RESOLVED, that the Town Board approve the following person for employment and confirm as the date of hire as indicated hereto:

Name	Department	Position	Rate	Date of Hire
Laura Marra	REC	Rec Asst 3 PT	\$12.30/hr.	01/02/2019

ASSOCIATION OF TOWNS DELEGATES DESIGNATED

A Resolution to designate Supervisor Smith as the delegate and Town Attorney Robert Koegel as the alternate delegate to represent the Town of Pittsford at the Association of Towns Annual Business Meeting was offered by Deputy Supervisor Munzinger, seconded by Councilman O'Connor, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that Supervisor Bill Smith be designated as the delegate to represent and vote on behalf of the Town of Pittsford at the Annual Business Meeting of the Association of Towns on February 20, 2019 and that Town Attorney, Robert Koegel, be designated the alternate delegate to represent the Town of Pittsford.

OTHER BUSINESS

Supervisor Smith offered the following updates as additional business:

- The redraft of a proposed Demolition Law is forthcoming, to be presented at a future Town Board meeting and following the appropriate notice and public hearing for Town Board consideration.
- Hunting Discussions: The Town Board is awaiting additional information to consider future possible action regarding hunting in Pittsford.
- A Pest Management report is being completed by the Commissioner of Public Works and the Parks Foreman and the Town Board anticipates reviewing their report in the near future.

Minutes of the Town Board for January 2, 2019

- Reminder: A Comprehensive Plan Update - Public Workshop is set for January 28 at 6PM at the Pittsford Station 2 Firehouse, 465 Mendon Road, to review and accept comments on the final draft of the plan. The Supervisor urged residents to attend.

PUBLIC COMMENTS

The following Public Comments were offered:

- 1) Mary Moore commented on the pesticide Merit, an additive to fertilizer that the Town uses, noting that it is known to be bad for bees.
- 2) Barbara Baer commented on the importance of public participation in the Comprehensive Plan Update. Supervisor Smith noted the public workshops already held, which were well attended, and the forthcoming workshop, noting the means by which the Town had sought to encourage public turnout for each, including a direct mailing to every home in Pittsford for each public workshop, announcements on the Town Website, the e-News, the Town Facebook page, press releases and posters in the Library, the Community Center and Town Hall and the dedicated website devoted exclusively to the Comprehensive Plan update.
- 3) Parks Foreman Jessica Neal addressed the Town Board to correct a misrepresentation of the Town's use of pesticides made by a resident at the December 18th Town Board meeting, involving the product Brushmaster. Foreman Neal noted that the Town has never used this product on athletic fields. At the specific request of the School District, the Town used a small amount, on a single occasion only, to control an extreme problem with poison ivy along the parking lot of Thornell Farm Park, adjacent to the stairs leading up to Mendon High School. This was done after the School District received several complaints about the poison ivy. This is the only time the Town has used Brushmaster. She explained that it is an effective treatment for poison ivy, which is resistant to other herbicides. The only alternative would be to put the health and welfare of Town staff in jeopardy by physically pulling the vines and risking exposure to the poison ivy. In addition, poison ivy is nearly impossible to eradicate by pulling. Foreman Neal noted that Cornell Cooperative Extension has concurred with the Town's use of pesticides and its practices regarding their use. She noted the minimal amount of pesticides used and the safe application practices, including timing of applications only when fields will not be used for twenty-four hours thereafter. Foreman Neal explained that pesticides are used only as a last resort. In those instances the only pesticides used are those approved for use by the New York State Department of Environmental Conservation and are applied following all laws and safety regulations required by the New York State Department of Environmental Conservation and in accordance with directions and cautions on the product label.

As there was no further business, the Supervisor adjourned the meeting at 6:43 P.M.

Respectfully submitted,

Linda M. Dillon
Town Clerk

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

Proclamation

in honor of

MARTIN LUTHER KING, JR. DAY

Whereas, Dr. Martin Luther King, Jr. was an unwavering champion for justice and understanding, whose activism shined the light on injustice and illuminated our common humanity; and

Whereas, Dr. King's commitment to the ideals upon which America was founded – among them liberty, equality, and opportunity for all – reflect a true and enduring patriotism that changed the course of our country's history and to this day inspires our continued efforts to bring to life his dream that our citizens and residents “will be judged not by the color of their skin but by the content of their character;” and

Whereas, each of us should contribute to making our community better by working to assure equal opportunity for all citizens, and as Martin Luther King, Jr. Day is the only federal holiday commemorated as a national day of service, it offers an opportunity for us to give back to our community on the holiday and make an ongoing commitment to service throughout the year;

Now, Therefore, Be It Known, on the occasion of the nation's 34th annual celebration of **Martin Luther King, Jr. Day**, that the members of the Town Board of Pittsford recognize Dr. King's legacy of justice, non-violence, equal opportunity and brotherhood, and those aspects of our lives and experience that unite, rather than divide; and proclaim the enduring relevancy of that legacy for our nation and our community; and

Be it Further Known, that it is with appreciation and a commitment to Dr. King's ideals that the members of the Pittsford Town Board ask our fellow residents to join us in remembering and honoring the life, work and legacy of **Rev. Dr. Martin Luther King, Jr.**, on the national holiday in his honor, **January 21, 2019**, and every day.

William A. Smith, Supervisor

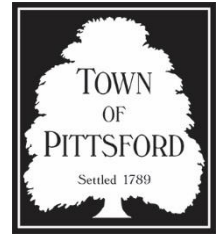
Kate Bohne Munzinger, Deputy Supervisor

Kevin S. Beckford, Councilman

Matthew J. O'Connor, Councilman

Stephanie M. Townsend, Councilwoman

MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: January 3, 2019

Regarding: Consulting Agreement with SWBR

For Meeting On: January 15, 2019

Ladies and Gentlemen:

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

Our Code Enforcement Office, similar to most towns in our area, utilizes the services of local engineering/architectural firms to review such plans and report back to us as to compliance with the Uniform Code. We have used two (2) engineering firms for these reviews, one of which is SWBR Architecture, Engineering & Landscape Architecture, P.C. (the other is TYLI), and have been pleased with both.

The Code review arrangements are that the Code Enforcement Office directly requests and pays for the services, with reimbursement from the involved developer. Such arrangement is similar to the procedure we use for engineering review in site plan and subdivision situations.

A proposed Agreement renewing this arrangement with SWBR is submitted with this Memo. The attached Agreement is essentially a renewal of the annual Agreement we began in 2012 and will be in effect, by its terms, through the end of 2019. The SWBR 2019 Hourly Rates for the Town of Pittsford have increased for several categories of engineer, architect, or technician from 2018; nevertheless, the rates are in line with the other engineers the Town retains. Our public works, planning, and engineering departments have all reviewed these new rates and find them to be in order.

RESOLUTION

I move that the Town Board approve the proposed Agreement for Code Compliance Services with SWBR and authorize the Town Supervisor to sign the Agreement.

AGREEMENT FOR CODE COMPLIANCE SERVICES

This is an Agreement between SWBR Architecture, Engineering & Landscape Architecture, P.C., a Professional Corporation with offices at 387 East Main Street, Rochester, New York 14604 (“SWBR”) and the Town of Pittsford, a municipal corporation having offices at 11 South Main Street, Pittsford, New York 14534 (“Town”), where the Town seeks to engage the services of a professional third party consultant to provide the services necessary to fulfill the Town’s obligation to regulate the design, construction and use of buildings and structures within its boundaries;

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

Section I. SWBR’s Services

- A. SWBR shall provide services to the Town in the area of plan review, on an as requested basis. The work shall include the necessary clerical assistance, travel time, communications and reporting.
- B. Requests for services shall be transmitted by the Town Code Enforcement Officer to SWBR in writing, in person, or by telephone (followed by a written request). Both the Town and SWBR shall keep a record of requests made.
- C. SWBR shall provide for the review of plans for compliance with the NYS Uniform Fire Prevention and Building Code. Reviews shall not include issues of compliance with zoning, SEQRA, site work/landscaping, fire protection system calculations, conveyances, or other local, state or federal requirements, except where specifically referenced in a technical document of the Uniform Code. Review for conformance with these regulations will be performed by the Town, and forwarded to SWBR upon request. Plan review comments and related communications with the applicants (including requests for additional information) will be handled by SWBR directly with the applicant. SWBR staff shall host permit workshops whenever requested by the applicant. SWBR shall provide written reports on the results of each review, in a format approved by the Town and SWBR, including any necessary administrative or organizational meetings.

Section 2. Fee

SWBR shall submit monthly, a detailed invoice showing an accounting of the work performed on behalf of the Town, based on hours worked and travel provided in accordance with SWBR’s “2019 Hourly Rates, Town of Pittsford”, attached hereto, along with duly executed vouchers on forms supplied by the Town. Payments for services rendered shall be made by the Town within 30 calendar days of the date of SWBR invoices.

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

Section 3. Authorized Agents

SWBR designates the Project Manager and the Town designates the Code Enforcement Officer, as the authorized agents for all communications pursuant to this Agreement.

Section 4. Response Time

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

- | | |
|-------------------------------|----------------------------|
| ▪ Minor Commercial Remodeling | 10 full business days |
| ▪ Major Commercial Remodeling | 15 - 30 full business days |
| ▪ New Construction Commercial | 15 - 30 full business days |

Section 5. Term

- A. The term of this Agreement shall be from January 1, 2019 to December 31, 2019.
- B. Termination by Either Party. Either SWBR or the Town may terminate this Agreement, with or without cause, upon ninety (90) days written notice to the other party. However, the parties agree that the Agreement shall not be terminated between the dates of May 1 and October 31. Upon any termination of this Agreement, or upon expiration of the term, SWBR shall promptly turn over to the Town all materials, files, computer discs, work papers, reports, or other work product relating to this Agreement or the services hereunder, in whatever form the same is maintained. Final payment to SWBR, or reimbursement to the Town, shall be prorated to the date of termination.

Section 6. Compliance with Laws

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

Section 7. Liability and Indemnification

- A. The Town hereby covenants and agrees to indemnify, defend and hold harmless SWBR and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, (including any claimed damage to real or personal property) whether contingent or otherwise, including reasonable

attorney's fees and costs of defense, incurred by SWBR as a result of the negligence, omission, breach, fault or intentional misconduct of the Town in the conduct of work under this Agreement.

- B. SWBR hereby covenants and agrees to indemnify, defend and hold harmless the Town and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, (including any claimed damage to real or personal property) whether contingent or otherwise, including reasonable attorney's fees and costs of defense, incurred by the Town as a result of the negligence, omission, breach, fault or intentional misconduct of SWBR in the conduct of work under this Agreement.
- C. If a claim or action is made or brought against either party, for which the other party may be responsible hereunder, in whole or in part, then that party shall be timely notified and required to handle or pay for the handling of the portion of the claim for which the party is responsible pursuant under this Agreement

Section 8 Independent Contractor: Neither Party Deemed Agent

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

Section 9 Prohibition against Assignment or Transfer

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

Section 10. Contract Deemed Executory, Covenant by Town

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

Section 11. Extent of Agreement

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

Section 12. Law

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

Section 13. No-Waiver

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

Section 14. Severability

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

Section 15. Conflicts of Interest

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

Town of Pittsford

By:

William A. Smith, Jr., Supervisor

Date

SWBR Architecture, Engineering & Landscape Architecture, P.C.

By:

David J. Beinetti, President

Date



ROCHESTER OFFICE
387 East Main St
Rochester NY 14604
585 232 8300
rochester@swbr.com

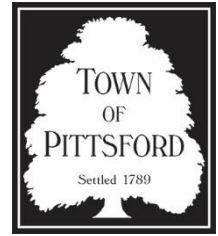
Architecture
Graphic Design
Interior Design
Landscape Architecture
Structural Engineering

2019 Town of Pittsford Hourly Rates

Principal	\$225.00
Sr. Structural Engineer	\$170.00
Sr. Interior Designer	\$155.00
Sr. Project Managers & Designers	\$150.00
Sr. Landscape Architect	\$150.00
Sr. Construction Administrator	\$145.00
Project Managers & Architects II	\$140.00
Sr. Technical Coordinators	\$135.00
Structural Engineer	\$130.00
Project Managers & Architects I	\$125.00
Sr. Graphic Designer	\$120.00
Interior Designer II	\$110.00
Landscape Designer II	\$110.00
Technical Coordinators / Senior Designers	\$110.00
Structural Designer	\$90.00
Project Designer II	\$90.00
Interior Designer I	\$80.00
Project Designer I	\$80.00
Landscape Designer I	\$80.00
Technical Assistants	\$75.00
Interns	\$55.00



MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: January 4, 2019

Regarding: Compliance and Engineering Services with TYLI

For Meeting On: January 15, 2019

Ladies and Gentlemen:

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

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

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

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

This year, as with last year, our proposed Agreement with TYLI is for both code compliance services and engineering review services. The proposed Agreement is essentially a renewal of the annual Agreement we began in 2012, and it will continue, by its terms, through the end of 2019. There are modest increases in the hourly billing rates of some of the categories of services this year, and a few categories with more significant increases. Still, rates are well in the range of other engineering consultants retained by the Town. As with our other annual engineering contracts, the Commissioner of Public Works, the Town Engineer, and the Director of Planning and Zoning have all reviewed these rates and have found them to be reasonable.

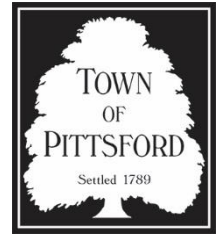
RESOLUTION

I move that the Town Board approve the proposed Agreement for Code Compliance and Engineering Services with TYLI and authorize the Town Supervisor to sign the Agreement.

**T.Y. LIN INTERNATIONAL
2019 HOURLY BILLING RATES – TOWN OF PITTSFORD AGREEMENT**

<u>TITLE</u>	<u>HOURLY RATE</u>
ENGINEERING	
Principal	\$185
Senior Project Manager	\$155
Project Manager	\$155
Senior Engineer	\$155
Project Engineer	\$155
Engineer	\$125
Jr. Engineer	\$110
Sr. Engineering Technician	\$105
Engineering Technician	\$90
Jr. Engineering Technician	\$75
Support Staff	\$61.50
ARCHITECTURAL SERVICES	
Senior Architect	\$145
Architect	\$125
Architectural Designer	\$95
MECHANICAL/ELECTRICAL/PLUMBING SERVICES	
M/E/P Project Manager	\$155
M/E/P Engineer	\$155
Sr. M/E/P Designer	\$90
M/E/P CADD Drafter	\$90
CODE SERVICES	
Department Manager	\$165
Technical Director, Codes	\$155
Sr. Fire Safety Specialist Sr.	\$125
Sr. Architectural designer/Plans Examiner	\$115
Sr. Engineering Technician/Plans Examiner	\$115
Technician/Intern	\$65
REIMBURSABLES	
Messenger Services, UPS	
Mileage	Based on the IRS rates

MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: January 4, 2019

Regarding: Agreement with MRB Group, P.C.

For Meeting On: January 15, 2019

Ladies and Gentlemen:

For the past several years, MRB Group, P.C. has been providing consulting engineering services to the Town, primarily relating to the Planning Board applications for subdivisions and site plans. The consultant's fees for such services are typically reimbursed to the Town from the applicant before the Planning Board.

Submitted herewith is a draft "Short Form of Agreement Between Owner and Engineer for Professional Services" that would continue our use of MRB's services for calendar year 2019. This year, the rates for services are virtually unchanged from last year (out of some 25 categories of personnel, the rate on only one category increased, and that increase was modest). You should also know that the new rates are consistent with those rates of other engineering firms we retain, and of the marketplace in general. Finally, our Commissioner of Public Works, Town Engineer, and Director of Planning and Zoning have all reviewed these rates, and found them to be reasonable.

Parenthetically, we also retain MRB and other firms for engineering services for Town projects; however, those services are negotiated separately and result in an individual contract for each such project.

Since the proposed Agreement involves a contract for professional services requiring technical expertise, competitive bidding is not required.

RESOLUTION

I move that the Town Supervisor be authorized to sign the proposed "Short Form of Agreement Between Owner and Engineer for Professional Services" with MRB Group, P.C., for consulting engineering services.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (EJCDC E-500, 2008 Edition), or one of the several special purpose EJCDC professional services agreement forms.

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 1, 2019 ("Effective Date") between

Town of Pittsford ("Owner")

and MRB Group Engineering, Architecture and Surveying, D.P.C. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

General Engineering Services ("Project").

Engineer's Services under this Agreement are generally identified as follows: Engineering consultation for various general "Town Engineering" matters, as necessary and requested by Owner including, but not limited to review of subdivision plans and preparation of written recommendations thereon for the Town Planning Board, general consulting services to Owner including attendance at meetings of the Town Board, Town Planning Board and other agencies of the Owner, and field observations as necessary in connection with submitted subdivision plans and construction. Further description and related matters are included in Exhibits A and G, which form a part of the Agreement.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days

after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2013 Edition) unless the parties agree otherwise.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- I. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
 2. Engineer's Standard Hourly Rates are attached as Appendix 1.

Attachments: Exhibit A, Further Description of Services, Responsibilities, Time, and Related Matters
Exhibit G, Insurance
Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: Supervisor

Date Signed: _____

Address for giving notices:

11 South Main Street

Pittsford, NY 14534

ENGINEER:

By:  _____

Title: Vice President

Date Signed: December 19, 2018

Engineer License or Firm's Certificate
Number: 0014548

State of: New York

Address for giving notices:

The Culver Road Armory

145 Culver Road, Suite 160

Rochester, NY 14620

SUGGESTED FORMAT
(for use with E-525, 2004 Edition)

This is **EXHIBIT A**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Study and Report Phase Professional Services dated January 1, 2019.

Further Description of Services, Responsibilities, Time, and Related Matters

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

A.1.01 Engineer's Services

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Assignment and available data.
2. Advise Owner as to the necessity of Owner providing data or services which are not part of Engineer's services, and assist Owner in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction relevant to the Assignment.

A.2.01 Owner's Responsibilities

A. Owner shall do the following in a timely manner, so as not to delay the services of Engineer:

1. Provide all criteria and full information as to Owner's requirements for the Assignment, including anticipated funding sources and any project budgetary requirements.
2. Furnish to Engineer all existing studies, reports, and other available data pertinent to the Assignment, obtain or authorize Engineer to obtain or provide additional reports and data as required, and furnish to Engineer services of others as required for the performance of Engineer's services.

B. Engineer shall be entitled to use and rely upon all such information and services provided by Owner or others in performing Engineer's services under this Agreement.

C. Access. Owner shall arrange for safe access to and make all provisions for Engineer and its Consultants to enter upon public and private property as required for Engineer to perform services under this Agreement.

D. Owner shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

A.3.01 *Times for Rendering Services*

A. The time period for the performance of Engineer's services shall be 12 months.

This is **EXHIBIT G**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [January 1, 2019].

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$[1,000,000]
 - 2) Bodily injury by disease, each employee: \$[1,000,000]
 - 3) Bodily injury/disease, aggregate: \$[1,000,000]
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$[1,000,000]
 - 2) General Aggregate: \$[2,000,000]
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$[5,000,000]
 - 2) General Aggregate: \$[5,000,000]
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$[1,000,000]
- f. Professional Liability --
 - 1) Each Claim Made \$[2,000,000]
 - 2) Annual Aggregate \$[3,000,000]
- g. Other (specify): \$[N/A]

Exhibit G – Insurance.



This is Appendix 1, **Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated January 1, 2019.

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 7.01 and are subject to annual review and adjustment.
3. Based on the nature of work, and the required level of expertise, the Engineer shall determine the appropriate staff to perform the work. The work will be predominantly performed by a Project Manager as assisted by a Civil Engineer, Planning Associate, or other staff as required. There may, however, be exceptional instances where the services of a Principal Engineer are required.

B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

<u>CATEGORY</u>	<u>RATE</u>
Principal Engineer	\$195.00
Senior Project Manager	\$168.00
Project Manager	\$160.00
Sr. Civil Engineer	\$155.00
Civil Engineer III	\$130.00
Civil Engineer II	\$120.00
Civil Engineer I	\$110.00
Senior Process Manager	\$105.00

<u>CATEGORY</u>	<u>RATE</u>
Process Manager	\$95.00
Sr. GIS Analyst	\$105.00
Sr. Design Technician	\$105.00
Design Technician	\$70.00
Senior Architect	\$168.00
Associate Architect	\$115.00
Junior Architect	\$105.00
Senior Planning Associate	\$115.00
Planning Associate	\$100.00
Construction Administrator	\$80.00
Construction Facility Observation	\$90.00
Construction Utility Observation	\$85.00
Administrative Assistant	\$65.00
Reproduction Coordinator	\$65.00
Specialty Rate	\$180.00
Litigation	\$275.00

MEMORANDUM

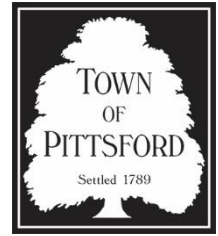
To: Town Board Members

From: Robert B. Koegel

Date: January 9, 2019

Regarding: High Street - Sewer Transmission Agreement
with Village of Pittsford

For Meeting On: January 15, 2019



Ladies and Gentlemen:

Submitted herewith is a proposed Sewer Transmission Agreement between the Town and Village of Pittsford concerning the transmission of sewage from residences on High Street within the Town to the Village sewer system.

This proposed agreement would replace a similar agreement which has been in effect between the Town and Village since 1986, and reflects the addition of several more residences on High Street and an agreed upon increase in the sewer rents.

The proposed agreement has been reviewed by the Public Works Commissioner, the Town Engineer, and the Director of Planning and Development, who all recommend its approval.

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

RESOLUTION

RESOLVED, that the Town Board of the Town of Pittsford authorizes the Supervisor to enter into the Sewer Transmission Agreement submitted herewith for the transmission of sewage from residences on High Street within the Town of Pittsford to the sewer system of the Village of Pittsford.

SEWER TRANSMISSION AGREEMENT

THIS AGREEMENT made effective the _____ day of _____, 2019 by and between the Village of Pittsford, State of New York, a municipal corporation with offices for its business located at 21 N. Main Street, Pittsford, New York 14534 (hereinafter referred to as the "Village") and the Town of Pittsford, State of New York, a municipal corporation with offices for its business located 11 S. Main Street, Pittsford, New York 14534 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the Village owns certain trunk sewer facilities and lateral sewers which serve areas of the Village located along Grove Street, Line Street and the northwest portion of the Village, among others; and

WHEREAS, the Town constructed certain sewer facilities to serve an extension which affords service to persons owning real property on High Street in the Town (hereinafter referred to as the "High Street Extension Sewer Facilities"); and

WHEREAS, the Town has connected the High Street Extension Sewer Facilities to the trunk sewer facility of the Village; and

WHEREAS, the Town formed Pittsford Sewer District #1, Extension 54 in or about 1986 in connection with the construction of the aforementioned High Street Extension Sewer Facilities; and

WHEREAS, on or about the 12th day of August, 1986, the Village and the aforementioned Sewer District #1 entered into a transmission agreement for sewage effluent from the aforementioned High Street Extension Sewer Facilities; and

WHEREAS, the Town has taken over the operation and control of the aforementioned sewer lines to said High Street Extension Sewer Facilities; and

WHEREAS, additional residents have been added since that original agreement entered into by and between the Village and Sewer District #1 in August of 1986; and

WHEREAS, the sewer rents for the aforementioned High Street Extension Sewer Facilities have not been adjusted since that aforementioned 1986 agreement; and

WHEREAS, the parties hereto pursuant to the applicable laws of the State of New York desire to enter into an agreement for the purpose of continuing the reception, conveyance and transmission of sanitary sewage for said High Street Extension Sewer Facilities from the Town to the Village.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The Village will continue to make available to the Town a connection to its trunk sewer facilities for the High Street Extension Sewer Facilities.
2. The Village shall continue to maintain its trunk sewer facilities to which the Sewer Facilities constructed in said High Street Extension are connected and in addition the Village will agree to maintain the aforesaid High Street

Extension Sewer Facilities in accordance with the Village of Pittsford Policy regarding Residential Sanitary Laterals which is annexed hereto as Exhibit "A".

3. For as long as said High Street Extension Sewer Facilities remain connected to the trunk sewer facility and any appurtenant sewers thereto of the Village, the Town and Village agree:

A. To maintain or cause to be maintained the sanitary lateral sewer systems of said High Street Extension so as not to permit storm or surface waters to reach or get into said sanitary lateral sewer system.

B. To so supervise and maintain said lateral sanitary sewer system in said High Street Extension to the Town so as not to permit any so-called industrial wastes or other substance or matter deleterious to the operation of the Van Lare Plant of the Irondequoit Bay Pure Waters District to be introduced into the sanitary sewer system of the Town without the written consent of the Village and of the Irondequoit Bay Pure Waters District.

C. That the Town shall not construct or extend sewer facilities to more than a total of 14 lots including the 11 lots currently being serviced by the High Street Extension Sewer Facilities in the areas in which it has jurisdiction that will flow into the sanitary sewer system of the Village without prior written notice to and approval of the Village.

4. The Village shall have the right to enter upon the lands in said High Street Extension for the purpose of inspecting and maintaining the High Street Extension Sewer Facilities as more fully set forth in paragraph 2 hereinabove, and this agreement shall constitute a license from the Town to the Village to allow the Village's employees and/or independent contractors to enter onto Town property to fulfill the obligations required by this agreement.

5. Effective July 2018, the Village shall bill the Town on a semi-annual basis in January and July of each year, at the same time that it bills the Town for the sewer rents due and owing with regard to the Library, the Town Hall and the Spiegel Center, for the sewer rents due and owing with regard to all residential units connected to the High Street Extension Sewer Facilities on the following terms and conditions:

A. The Village Treasurer shall obtain from the Monroe County Water Authority, for each such residence connected to the High Street Extension Sewer Facilities, a record of water usage for the period from December 1 of the preceding calendar year through May 31 of the present calendar year. Sewer rent for each such residence for the period from December 1 of the preceding calendar year through May 31 of the present calendar year shall be based upon the Monroe County Water Authority's record of water usage for each such residence for that period.

B. The sewer rent due and owing by the Town to the Village for each residence connected to the High Street Extension Sewer Facilities shall be at the same rate charged to all other Village residents for the same period.

C. The bills for the sewer rent owed by the Town for each residence attached to the High Street Extension Sewer Facilities for the period from December 1 of the preceding calendar year through May 31 of the present calendar year shall be sent to the Town in July of the current calendar year and shall be paid by the Town to the Village within thirty (30) days of receipt of those bills.

D. The Village Treasurer shall obtain from the Monroe County Water Authority, for each such residence connected to the High Street Extension Sewer Facilities, a record of water usage for the period from June 1 of the present calendar year through November 30 of the present calendar year. Sewer rent for each such residence for the period from June 1 of the present calendar year through November 30 of the present calendar year shall be based upon the Monroe County Water Authority's record of water usage for each such residence for that period.

E. The sewer rent due and owing by the Town to the Village for each residence connected to the High Street Extension Sewer

Facilities shall be at the same rate charged to all other Village residents for the same period.

F. The bills for the sewer rent owed by the Town for each residence attached to the High Street Extension Sewer Facilities for the period from June 1 of the present calendar year through November 30 of the present calendar year shall be sent to the Town in January of the following calendar year and shall be paid by the Town to the Village within thirty (30) days of receipt of those bills.

6. This agreement shall continue in full force and effect for a period of five (5) years from the date of execution by both parties.

IN WITNESS WHEREOF, the Village and the Town have caused this instrument to be duly executed by their authorized officers as of the day and year first above written.

The Village of Pittsford, New York

The Town of Pittsford, New York

By: _____
Robert C. Corby, Mayor

By: _____

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On the _____ day of _____, 2019, before me, the undersigned personally appeared Robert C. Corby, 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 _____, 2019, before me, the undersigned personally appeared _____, 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

EXHIBIT "A"

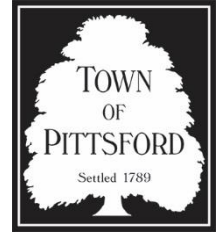
Village of Pittsford Policy regarding Residential Sanitary Laterals

- The Village of Pittsford is responsible for sanitary sewer mains and manholes to which a sanitary "lateral" will be connected.
- The homeowner is responsible for the maintenance and repair of the sanitary lateral for the house or building to the main. This is the pipe from the building drain to the public sewer.
- The homeowner is responsible for any damage or cleanup caused by backup of the sanitary lateral into their residence.
- Sanitary laterals without cleanouts, at the right of way line or easement line, we will not allow Village staff to interact with the lateral unless disclaimers are signed by the resident as a one-time service.
- The Village will help locate an outside cleanout that may be buried.
- If there is an outside cleanout at the public ROW or easement line, we will clean the lateral if necessary from the cleanout to the main.
- In the case of a sewer backup and there is not a cleanout at the ROW or easement line, the Village will as a one-time service, attempt to snake the lateral in order to clean the lateral and stop the sewer from backing up into the residence.
 - This may require the Village staff to enter from the home building drain cleanout.
 - If sanitary cleanouts in homes are not easily accessible or if work will incur damage in the judgment of the Village operator, the operator may refuse to offer the one-time service option due to extenuating circumstances.
- The Village will televise the sanitary lateral if there is an outside cleanout at the property or easement line to help determine the cause of the problem once the line is cleared.
- With an outside cleanout in place and after the Village troubleshoots the problem in the sanitary lateral with problems in the ROW or easement area, the Village will determine one of two directions.
 - If necessary, the Village will dig only that portion directly in the ROW area.
 - If a dig is found to not be cost-effective, the problem can be resolved by snaking from the cleanout on a periodic basis.

Village of Pittsford Policy regarding Commercial Sanitary Laterals

Maintenance and/or repair of a commercial or multi-family residential sanitary service lateral is the sole responsibility of the owner of the property.

MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: January 10, 2019

Regarding: Bradley law firm engagement letter amendment

For Meeting On: January 15, 2019

Ladies and Gentlemen:

By letter agreement dated October 17, 2016, the Town engaged the services of a Minnesota law firm concentrating in cable franchise law to assist the Town in its negotiations with Time Warner (now Charter) for a renewal of its franchise agreement and with Frontier for a competing new franchise (now withdrawn).

At that time, the firm agreed to limit its fees to \$10,000 without additional authorization. We have reached that limit, and there is additional work to be done. We would like to provide an additional authorization for up to \$5,000.

Submitted herewith is a letter agreement authorizing the Town to spend up to an additional \$5,000 for Bradley's legal services on the Town's behalf.

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

RESOLUTION

RESOLVED, that the Town Board of the Town of Pittsford authorizes the Supervisor to execute a letter agreement with the Bradley law firm to spend up to \$5,000 on continued representation of the Town's interest in negotiations with Charter Communications over the renewal of the Town's cable franchise agreement.



Bradley

January 9, 2019

VIA E-MAIL

Mr. William A Smith, Jr.
Town Supervisor
Town of Pittsford
11 South Main Street
Pittsford, New York 14534

**Re: Engagement Letter to Provide Legal Services
Town of Pittsford, N.Y.**

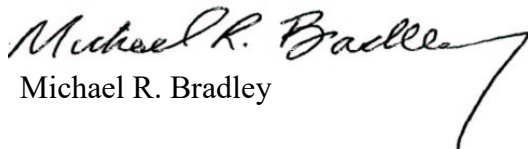
Dear Bill:

On October 17, 2016, the Town engaged our firm to assist it in cable franchise negotiations with the Charter and Frontier. Our estimated legal fees for this project was \$10,000 to \$15,000, but we agreed not to exceed \$10,000 without authorization. At this time we are requesting the Town authorize an additional \$5,000 for the project. We will not exceed the additional \$5,000 without authorization.

Please review the above information and, if it meets with your approval, please sign a copy of the letter and return it to me via email. If you have any questions, please feel free to call us.

Very Truly Yours,

BRADLEY BERKLAND HAGEN & HERBST, LLC


Michael R. Bradley

I have reviewed the above and it is acceptable.

Date: January __, 2019

By: _____
Its: _____

Bradley Berkland Hagen & Herbst, LLC

2145 Woodlane Drive | Suite 106 | Woodbury, MN 55125 | (651) 379-0900 | BradleyLawMN.com

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
JANUARY 2019**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
84 LUMBER COMPANY	PJS	140164	0606-574643	4X4	96.00
	PJS	140164	557369	CREDIT	-15.60
VENDOR TOTAL					80.40
ABVI - GOODWILL	JRH	140114	IN0008172	SENIORS NUTRITION MEALS ABVI DEC 2018	2,207.54
VENDOR TOTAL					2,207.54
ACTION TELEPHONE EXCHANGE	PJS	140108	198001082019	AFTER HOURS ANSWERING SERVICE	152.29
VENDOR TOTAL					152.29
ADAMEK	JRH	140037	2019/1/4	SENIORS 1/22/19 LC60 PROGRAM ADAMEK	40.00
VENDOR TOTAL					40.00
ADMAR SUPPLY COMPANY, INC	GJD	140053	1955849-0001	HEDGE TRIMMER	574.84
VENDOR TOTAL					574.84
ADMIT ONE PRODUCTS	GJD	140019	280818	FOOD TRUCK/MUSIC FEST WRISTBANDS	578.81
VENDOR TOTAL					578.81
ALLIANCE DOOR & HARDWARE	PJS	140150	210669	DOOR 9 AND MECHANICS DOOR	326.00
VENDOR TOTAL					326.00
ALTRA RENTAL & SUPPLY,INC	PJS	140110	1809422	THROTTLE	39.76
VENDOR TOTAL					39.76

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
JANUARY 2019**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
AMERICAN ROCK SALT CO.	PJS	140101	0578521	404.88 TON	20,490.97
	PJS	140101	0577266	333.50 TON	16,878.45
	PJS	140101	0577602	371.96 TON	18,824.90
	PJS	140101	0578266	326. TON	16,498.86
	PJS	140101	0577931	560.90 TON	28,387.15
VENDOR TOTAL					101,080.33
APPLIED MAINTENANCE SUPPLIES & SOLUTIONS	PJS	140123	97015381	SHOP SUPPLIES	154.05
	PJS	140122	97013993	SHOP SUPPLIES	991.05
VENDOR TOTAL					1,145.10
BAND PARTS PLUS	PJS	140078	731408	OIL FILTERS	13.02
	PJS	140077	731077	LIGHTS	13.00
	PJS	140080	731632	OIL AIR FILTER 411	24.80
VENDOR TOTAL					50.82
BEAM MACK SALES & SERVICE	PJS	140120	297888R	MIRROR	864.71
VENDOR TOTAL					864.71
BENEFIT RESOURCE INC	GJD	140084	BR-335060	MONTHLY ADMIN FEE: DEC	127.50
VENDOR TOTAL					127.50
BRADLEY BERKLAND HAGEN & HERBST, LLC	GJD	140085	21761	ATTORNEY SERVICES: CABLE AGREEMENTS	1,589.50
VENDOR TOTAL					1,589.50
BRIGHTON MOWER SERV., INC	PJS	140067	75152	DRIVE BELTS	45.98
	PJS	140116	74920	SALT SPREADER	399.00

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
JANUARY 2019**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	444.98
CDW GOVERNMENT INC.	JB	140091	QMZ6818	APC BATTERY CARTRIDGES & UPS'S	888.70
	JB	140089	QNP0275	TRIPP LITE SURGE PROTECTOR STRIP 120V RI	124.80
	JB	140098	QJM5162	HP DESIGNJET SD PRO SCANNER 44"	9,927.28
	JRH	140129	QMB0639	VISIONTEK 1M LIGHTNING-USB MFI WHT	21.06
	JRH	140129	QLB6301	WALL CHARGER & USB CABLE	44.90
	JRH	140129	QLS5710	TRIPP 3FT USB 2.0 REVERSIBLE MICRO	6.12
				VENDOR TOTAL	11,012.86
CHASE CARD SERVICES	GJD	140018	36950991	SENIORS 20 X 20 SLIDE BAR FOR KITCHEN	68.34
				VENDOR TOTAL	68.34
CHEN GARDEN RESTAURANT	JRH	140109	54	SENIORS 1/3/19 LC60 PROGRAM SUPPLIES	248.40
				VENDOR TOTAL	248.40
CUSTOM ALL TEES	PJS	140131	1293	SWEATSHIRTS	793.74
				VENDOR TOTAL	793.74
DANESI	GJD	140016	2018FALL	INSTRUCTOR PAYMENT: SAFETY FIRST	23.00
				VENDOR TOTAL	23.00
DECKMAN OIL COMPANY	PJS	140146	704130	ANTI FREEZE	486.75
	PJS	140145	704131	MOTOR OIL	1,811.00
				VENDOR TOTAL	2,297.75
DELL MARKETING L.P.	JB	140100	10290514756	GIS PC WORKSTATION & MONITOR	2,520.94

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
JANUARY 2019**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	2,520.94
DIG SAFELY NEW YORK	GJD	140046	18120688	DIG SAFELY ALERTS: OCT - DEC 2018	110.10
				VENDOR TOTAL	110.10
DILLON	GJD	140013	01022019	2019 TOWN & COUNTY & SEWER DEPT TAX BILL	3,381.31
	GJD	140010	01022019	2019 TIME WARNER TOWN & COUNTY TAX PAYME	2,657.07
				VENDOR TOTAL	6,038.38
DIMARTINO	PHD	140006	18122801	JUDGE BERNACKI REGULAR DOCKET	112.50
	PHD	140006	18122802	JUDGE SHADDOCK HEARINGS/DOCKET	180.00
	PHD	140006	18122803	JUDGE BERNACKI HEARING/DOCKET	135.00
				VENDOR TOTAL	427.50
DOYLE SECURITY SYSTEMS	PJS	140027	736270	ALARM SERVICE FOR LIBRARY STARBUCKS	46.59
				VENDOR TOTAL	46.59
DUFFY'S AIS, LLC	GJD	140008	039615	DIAGNOSE AND REPAIR CONVECTION OVEN	298.12
				VENDOR TOTAL	298.12
EJ USA, INC.	PJS	140121	110180107684	FRAMES AND GRATES	7,373.52
				VENDOR TOTAL	7,373.52
FASTENAL CO.	PJS	140118	157097	BOLTS AND LOCKS #454	42.06

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
JANUARY 2019**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	42.06
FERGUSON ENTERPRISES INC	GJD	140044	2335824	WATER LINE FOR PSD BARN	494.00
	PJS	140103	2362887	PRESSURE RELIEF VALVES	23.88
				VENDOR TOTAL	517.88
FINGER LAKES CHEMICALS	PJS	140151	769082	THRUST	15.26
	PJS	140134	769091	OIL LUBES	212.29
				VENDOR TOTAL	227.55
FM OFFICE PRODUCTS	JRH	140083	1556071-0	RECREATION OFFICE SUPPLIES	76.42
	GJD	140023	1552660-0	MAGNETS & PLANNERS	13.04
	GJD	140023	1553005-0	DESK CALENDAR	9.58
	GJD	140023	C1552660-0	CREDIT FOR RETURN	-8.37
	GJD	140023	1548987-0	OFFICE SUPPLIES	0.00
	GJD	140023	1551745-0	OFFICE SUPPLIES	0.00
	PJS	140107	1537682-2	GROMMET & ASSEMBLY/INSTALLATION	805.90
	PJS	140107	1553908-0	GROMMET	16.00
	PJS	140092	1554490-0	SCC OFFICE FURNITURE AND EQUIPMENT	4,736.70
				VENDOR TOTAL	5,649.27
GANONDAGAN STATE HISTORIC SITE	JRH	140036	2019/1/15	SENIORS 1/15/19 LC60 PROGRAM GANONDAGAN	50.00
				VENDOR TOTAL	50.00
GENERAL CODE PUBLISHERS	JB	140011	GC00106179	ECODE360 ANNUAL MAINTENANCE - TB RESOLUT	1,195.00
				VENDOR TOTAL	1,195.00
GRIFFITH ENERGY	PJS	140096	509676	121.8 CHIP	281.87
	PJS	140096	509678	364.1BULK	817.86

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
JANUARY 2019**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
GRIFFITH ENERGY	PJS	140096	509752	100 CHIP	238.20
	PJS	140096	509753	67.4 CHIP	136.31
	PJS	140096	509754	179 BULK	426.38
	PJS	140096	509755	300 BULK	606.72
	PJS	140096	509826	78.8 CHIP	184.31
	PJS	140096	509827	261.7 CHIP	512.09
	PJS	140096	509828	89 BULK	208.17
	PJS	140096	509829	261 BULK	510.72
	PJS	140159	509867	100 BULK	226.72
	PJS	140159	509868	150 BULK	282.11
VENDOR TOTAL					4,431.46
HAMMAN	PJS	140071	382142	BRAKES, AIR AND OIL FILTER	163.23
VENDOR TOTAL					163.23
HANSON AGGREGATES NEW YORK LLC	PJS	140115	10098888	J-VIC WESSEX	7,850.00
VENDOR TOTAL					7,850.00
HARDICK	JRH	140032	291	SWEETHEART DANCE DJ BRIAN	325.00
	JRH	140031	290	SWEETHEART DANCE BALLOON DECOR	800.00
VENDOR TOTAL					1,125.00
HILLYARD, INC.	PJS	140104	603274494	PAPER AND CLEANING ALL BUILDINGS	1,187.54
VENDOR TOTAL					1,187.54
HOME DEPOT	GJD	140042	3093356	SUPPLIES FOR BREAKROOM RENOVATION	150.38
	PJS	140025	0081094	0001.7110.4003.0010.0021	47.82
	PJS	140068	0093639	SUPPLIES FOR BREAKROOM RENOVATION	18.64
	PJS	140158	5036569	RAGES/HEARING PROTECTION	144.47
	PJS	140106	5093997	SUPPLIES FOR BREAKROOM RENOVATION	582.88

ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
JANUARY 2019

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	944.19
HYMAN	JRH	140035	0119	SENIORS 1/8/19 LC60 PROGRAM MUSIC HYMAN	100.00
				VENDOR TOTAL	100.00
INTERSTATE BATTERY SYSTEM	PJS	140165	290240	BATTERY	137.95
	PJS	140165	290337	CORE	-25.00
				VENDOR TOTAL	112.95
IRON MOUNTAIN, INC	LMD	140059	451.79	RECORD RETENTION- 01/01/2019-01/31/2019	451.79
				VENDOR TOTAL	451.79
JESSIE HOLLENBECK - PETTY CASH	JRH	140055	2019/1/4	BIRTHDAY PARTY PROGRAM SUPPLIES	11.00
				VENDOR TOTAL	11.00
JOE JOHNSON EQUIPMENT INC	GJD	140045	SO7471	REPAIR SEWER CAMERA	2,037.23
				VENDOR TOTAL	2,037.23
JOHN CLIFFORD SALES	PJS	140130	419	TIRES FOR TRAILER	292.00
	PJS	140132	413	INSPECTION #412	26.00
				VENDOR TOTAL	318.00
KALEN	JRH	140038	2019/1/16	SENIORS 1/16/19 LC60 PROGRAM NINA	60.00
				VENDOR TOTAL	60.00

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
JANUARY 2019**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
KAMAN INDUSTRIAL TECHNOLOGIES CORPORATION	PJS	140148	X93843	PVC PIPE	472.88
	PJS	140147	X193855	PVC PIPE	483.56
VENDOR TOTAL					956.44
KISTNER CONCRETE PRODUCTS INCORPORATED	PJS	140124	148208	MANHOLES FOR ARLINGTON	1,702.75
VENDOR TOTAL					1,702.75
L.C. WHITFORD EQUIPMENT CO.	PJS	140153	0026614-00	TUB GRINDER	1,000.00
	PJS	140133	0026668-00	PARTS FOR TUB GRINDER	994.96
VENDOR TOTAL					1,994.96
LANDPRO EQUIPMENT, LLC	PJS	140105	1058796	CABLE	55.66
VENDOR TOTAL					55.66
M R B GROUP	PJS	140119	0029183	PHASE 2 EAST AVE SIDEWALKS	400.00
VENDOR TOTAL					400.00
MAC TOOLS	PJS	140154	21565092	4 PIECE TOOL KIT	1,000.00
VENDOR TOTAL					1,000.00
MESSENGER POST NEWSPAPERS	LMD	140058	64952	LEGAL NOTICE - NOTICE TO BIDDERS	43.89
	LMD	140156	65275	PLANNING BD MEETING	98.34
	LMD	140156	65138	TOWN & COUNTY TAX NOTICE	115.60
VENDOR TOTAL					257.83
MILTSCH	JRH	140056	120418	SENIORS 12/4/18 LC60 PROGRAM MUSIQUE	100.00

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
JANUARY 2019**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	100.00
MONROE COUNTY COURT CLERK ASSOCIATION	PHD	140041	010219	MC COURT CLERK'S ASSOCIATION DUES	150.00
				VENDOR TOTAL	150.00
MONROE COUNTY MAGISTRATES ASSOC	PHD	140040	122818	MC MAGISTRATES ASSOC DUES	200.00
				VENDOR TOTAL	200.00
MONROE COUNTY WATER	GJD	140073	6502: 12/18	WATER - 6" FIRE SERVICE - LIBRARY	100.00
	GJD	140073	0106: 12/18	WATER - 6" FIRE SERVICE - SCC	100.00
	GJD	140073	2098: 12/18	WATER - 6" FIRE SERVICE - PARKS	100.00
	GJD	140073	3937: 12/18	WATER - 6" FIRE SERVICE - HWY	100.00
	GJD	140073	1935: 12/18	WATER - 8" FIRE SERVICE - KBP	160.00
				VENDOR TOTAL	560.00
MORGAN SERVICES INC.	GJD	140048	0903886	PSD RUG SERVICE	2.26
	GJD	140048	0903887	PARKS RUG SERVICE	9.04
	GJD	140048	0903884	HWY RUG SERVICE	6.88
	GJD	140048	0902632	LIBRARY RUG SERVICE	5.65
	GJD	140048	0904746	LIBRARY RUG SERVICE	5.65
	PJS	140026	0906042	PARKS	9.04
	PJS	140026	0906039	HIGHWAY	6.88
	PJS	140026	0906041	PSD	2.26
	PJS	140090	0904747	TOWN HALL	69.14
	PJS	140090	0906964	LIBRARY	5.65
				VENDOR TOTAL	122.45
NORTHERN SUPPLY INC	PJS	140152	070250	SHOES #423	270.00

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	270.00
NYS D.E.C.	PJS	140063	9990000389511-2018	HOPKINS PARK SPDES REPORT	110.45
	PJS	140063	9990000391047-2018	EAST AVE SPEDES REPORT	110.45
	PJS	140063	9990000389341-2018	TFP SPDES REPORT	110.45
	PJS	140063	9990000389181-2018	GEP SPDES REPORT	110.45
				VENDOR TOTAL	441.80
OIL FILTER SERVICE, INC.	PJS	140075	19061	FILTER FOR CASE	9.19
	PJS	140072	18697	FILTER 467	24.68
	PJS	140074	18937	FILTERS FOR 401,422	47.05
				VENDOR TOTAL	80.92
PARTY CITY INC	JRH	140087	26483	BIRTHDAY PARTY PROGRAM SUPPLIES	11.91
				VENDOR TOTAL	11.91
PAYCHEX, INC.	GJD	140082	2018122700	PAYROLL PRODUCTIVITY - DEC	2,549.63
				VENDOR TOTAL	2,549.63
PCMG, INC.	JB	140097	O26078110101	HP DESIGNJET CAREPACKS	1,508.94
	JB	140099	99272178	MICROSOFT EXCHANGE ONLINE PLAN 2-SUBSCRI	9,440.35
	JB	140112	O26151970101	MISC. SUPPLIES	516.45
				VENDOR TOTAL	11,465.74
PERMA	GJD	140064	COV001210	2019 WORKERS COMPENSATION PREMIUM	361,077.06
				VENDOR TOTAL	361,077.06

ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
PHOENIX GRAPHICS, INC.	LMD	140007	58913	BUSINESS CARDS - CASEY/O'BRIEN	64.00
				VENDOR TOTAL	64.00
PITTSFORD AUTO SERVICE, INC.	PJS	140069	13046	FUEL FOR SMALL EQUIPMENT	94.33
	PJS	140066	13429	MIXED FUEL	69.18
	PJS	140070	13562	FUEL FOR SMALL EQUIPMENT	17.24
	PJS	140157	13623	FUEL FOR SMALL EQUIPMENT	64.94
	PJS	140157	13661	FUEL FOR SMALL EQUIPMENT	74.24
				VENDOR TOTAL	319.93
PITTSFORD CENTRAL SCHOOLS	PJS	140167	2017-19A	DPW MONTHLY FUEL CHARGES	457.60
				VENDOR TOTAL	457.60
PLUG & PAY TECHNOLOGIES	JRH	140034	2019010200191526184	PITTSWEB	24.68
	JRH	140034	2019010200191526182	PITTSCHILD	15.00
	JRH	140034	2019010200191526183	PITTSREC	15.00
				VENDOR TOTAL	54.68
PONTILLO'S PIZZA OF WESTERN NY INC.	GJD	140017	436	PROGRAM SUPPIES: BIRTHDAY PARTY	58.98
				VENDOR TOTAL	58.98
POWER DRIVES, INC. ROCHESTER	PJS	140160	701246	AIR BRAKES TUBING	63.12
	PJS	140161	701335	455 HOSES	126.76
				VENDOR TOTAL	189.88
PRO MARKETING COMPANY	PJS	140155	3245	CUTTING EDGES	575.00

ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	575.00
R.W. LINDSAY, INC.	PJS	140166	85428	AIR COMPRESSOR SERVICE	176.94
				VENDOR TOTAL	176.94
RAY KERHAERT'S TOWING,INC	PJS	140135	012573	TOWING OF 437 AND 464	235.00
	PJS	140135	012767	TOWING OF 437 AND 464	235.00
				VENDOR TOTAL	470.00
RAY SANDS GLASS	PJS	140024	1-162452	REAR WINDSHIELD 339-1	317.71
				VENDOR TOTAL	317.71
ROCHESTER GAS & ELECTRIC	GJD	140093	0188930219000001	GAS STREET LIGHTS: JAN 2019	64.19
				VENDOR TOTAL	64.19
SOFTWARE HOUSE INTERNATIONAL, INC.	JB	140095	B09265921	CORELDRAW UPGRADE, LIC, MAINT	707.26
				VENDOR TOTAL	707.26
SPRONZ SECURITY	PJS	140065	01012019	ANNUAL BLDG MONITORING SECURITY/PUMP STA	3,054.06
				VENDOR TOTAL	3,054.06
STATE COMPTRROLLER	GJD	140012	2636690-2018-11-01	NOVEMBER COURT FEES	6,372.75
				VENDOR TOTAL	6,372.75
SYRACUSA SAND & GRAVEL	PJS	140143	40683	COLD PATCH	165.82

ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
JANUARY 2019

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	165.82
TALLMADGE TIRE SERVICE	PJS	140162	1-GS138289		1,859.88
				VENDOR TOTAL	1,859.88
THE IDEA WORKS OF NY, INC	GJD	140015	33449	JACKETS FOR STAFF	351.93
				VENDOR TOTAL	351.93
TOWN OF BRIGHTON FINANCE DEPARTMENT	PJS	140039	2018/2019	TOWN OF BRIGHTON ALLENS CREEK RD SNOW &	5,273.82
				VENDOR TOTAL	5,273.82
VANTAGE EQUIPMENT LLC	PJS	140163	P340085	AIR/FUEL FILTERS	148.28
				VENDOR TOTAL	148.28
VICTOR POWER EQUIPMENT	GJD	140043	266398	BACKPACK BLOWER, 2 CYCLE	543.12
	PJS	140144	266211	FUEL TANK	106.17
	PJS	140168	266653	2 CYCLE OIL	200.94
				VENDOR TOTAL	850.23
VIOLA STORAGE	PJS	140033	24563	MOVED UNIT FROM 34 EAST TO 5611	100.00
	PJS	140033	24469	40' STORAGE UNIT RENTAL	100.00
				VENDOR TOTAL	200.00
VP SUPPLY CORP.	GJD	140009	3693271	MOTOR FOR HEATER / LIBRARY	158.76
	PJS	140117	3684023	THERMOSTAT FOR OFFICE	29.83
	PJS	140117	3684024	THERMOSTAT FOR OFFICE	88.85

ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	277.44
W. B. MASON CO., LLC	LMD	140054	161904314	GENERAL OFFICE SUPPLIES	136.79
				VENDOR TOTAL	136.79
W. W. GRAINGER, INC.	PJS	140111	9027401679	GREASE GUN PARTS	10.75
	PJS	140111	9027552125	GREASE GUN PARTS	21.50
				VENDOR TOTAL	32.25
WEGMANS FOOD MARKETS INC	GJD	140057	2698320190101	CANDLELIGHT NIGHT SUPPLIES	94.09
	GJD	140020	0061020190101	REC DEC '18 WEGMANS INVOICE	173.27
	GJD	140086	3821420190101	SENIORS DEC '18 WEGMANS INVOICE	625.89
				VENDOR TOTAL	893.25
				REPORT TOTAL	573,505.79

END OF REPORT

TOWN OF PITTSFORD

Expense Control Report

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		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0001	GENERAL FUND								
Dept 1355	ASSESSOR								
0001	PERSONAL SERVICES	2,652.32	176,720.00	176,720.00	2,652.32	174,067.68	0.00	174,067.68	1.50
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	527.29	8,539.00	8,989.00	527.29	8,461.71	150.00	8,311.71	5.87
Total Dept 1355	ASSESSOR	3,179.61	185,759.00	186,209.00	3,179.61	183,029.39	150.00	182,879.39	1.71
Dept 1375	CREDIT CARD FEES								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	24,000.00	24,000.00	0.00	24,000.00	0.00	24,000.00	0.00
Total Dept 1375	CREDIT CARD FEES	0.00	24,000.00	24,000.00	0.00	24,000.00	0.00	24,000.00	0.00
Dept 1410	TOWN CLERK								
0001	PERSONAL SERVICES	2,932.59	180,568.00	180,568.00	2,932.59	177,635.41	0.00	177,635.41	1.62
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	300.00	300.00	0.00	300.00	0.00	300.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	159.49	8,250.00	9,370.00	159.49	9,210.51	1,168.42	8,042.09	1.70
Total Dept 1410	TOWN CLERK	3,092.08	189,118.00	190,238.00	3,092.08	187,145.92	1,168.42	185,977.50	1.63
Dept 1420	ATTORNEY								
0001	PERSONAL SERVICES	673.17	43,725.00	43,725.00	673.17	43,051.83	0.00	43,051.83	1.54
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	250.00	250.00	0.00	250.00	0.00	250.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	126.79	15,635.00	15,761.79	126.79	15,635.00	20.25	15,614.75	0.80
Total Dept 1420	ATTORNEY	799.96	59,610.00	59,736.79	799.96	58,936.83	20.25	58,916.58	1.34
Dept 1430	PERSONNEL								
0001	PERSONAL SERVICES	1,299.61	75,912.00	75,912.00	1,299.61	74,612.39	0.00	74,612.39	1.71
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	65.00	93,228.00	93,228.00	65.00	93,163.00	199.96	92,963.04	0.07
Total Dept 1430	PERSONNEL	1,364.61	169,640.00	169,640.00	1,364.61	168,275.39	199.96	168,075.43	0.80
Dept 1440	ENGINEERING								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	25,000.00	25,000.00	0.00	25,000.00	0.00	25,000.00	0.00
Total Dept 1440	ENGINEERING	0.00	25,000.00	25,000.00	0.00	25,000.00	0.00	25,000.00	0.00
Dept 1450	ELECTIONS								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	39,122.00	39,122.00	0.00	39,122.00	0.00	39,122.00	0.00
Total Dept 1450	ELECTIONS	0.00	39,122.00	39,122.00	0.00	39,122.00	0.00	39,122.00	0.00
Dept 1460	RECORDS MANAGEMENT								
0004	CONTRACTUAL & MISC.	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00

TOWN OF PITTSFORD

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Fund 0001	GENERAL FUND								
Dept 1460	RECORDS MANAGEMENT EXPENSE								
Total Dept 1460	RECORDS MANAGEMENT	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Dept 1490	PUBLIC WORKS								
0001	PERSONAL SERVICES	3,212.18	220,507.00	220,507.00	3,212.18	217,294.82	0.00	217,294.82	1.46
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	86.30	19,520.00	19,520.00	86.30	19,433.70	0.00	19,433.70	0.44
Total Dept 1490	PUBLIC WORKS	3,298.48	241,027.00	241,027.00	3,298.48	237,728.52	0.00	237,728.52	1.37
Dept 1620	BUILDING								
0001	PERSONAL SERVICES	98.40	3,153.00	3,153.00	98.40	3,054.60	0.00	3,054.60	3.12
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	0.00	1,550.00	0.00	1,550.00	1,550.00	0.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	595.08	207,738.00	208,689.62	595.08	208,094.54	850.27	207,244.27	0.29
Total Dept 1620	BUILDING	693.48	210,891.00	213,392.62	693.48	212,699.14	2,400.27	210,298.87	0.32
Dept 1670	CENTRAL MAILING								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	51,600.00	51,600.00	0.00	51,600.00	0.00	51,600.00	0.00
Total Dept 1670	CENTRAL MAILING	0.00	51,600.00	51,600.00	0.00	51,600.00	0.00	51,600.00	0.00
Dept 1680	DATA PROCESSING								
0001	PERSONAL SERVICES	1,940.40	168,980.00	168,980.00	1,940.40	167,039.60	0.00	167,039.60	1.15
0002	EQUIPMENT & CAPITAL OUTLAY	246.54	2,500.00	2,746.54	246.54	2,500.00	0.00	2,500.00	8.98
0004	CONTRACTUAL & MISC. EXPENSE	13,477.69	114,084.00	128,318.88	13,477.69	114,841.19	1,817.70	113,023.49	10.50
Total Dept 1680	DATA PROCESSING	15,664.63	285,564.00	300,045.42	15,664.63	284,380.79	1,817.70	282,563.09	5.22
Dept 1910	UNALLOCATED INSURANCE								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	185,000.00	185,000.00	0.00	185,000.00	0.00	185,000.00	0.00
Total Dept 1910	UNALLOCATED INSURANCE	0.00	185,000.00	185,000.00	0.00	185,000.00	0.00	185,000.00	0.00
Dept 1920	MUNICIPAL ASSOCIATION DUES								
0004	CONTRACTUAL & MISC. EXPENSE	250.00	1,750.00	1,750.00	250.00	1,500.00	0.00	1,500.00	14.29
Total Dept 1920	MUNICIPAL ASSOCIATION DUES	250.00	1,750.00	1,750.00	250.00	1,500.00	0.00	1,500.00	14.29
Dept 1930	JUDGEMENTS/CLAIMS								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	3,500.00	3,500.00	0.00	3,500.00	0.00	3,500.00	0.00
Total Dept 1930	JUDGEMENTS/CLAIMS	0.00	3,500.00	3,500.00	0.00	3,500.00	0.00	3,500.00	0.00

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Fund 0001	GENERAL FUND								
Dept 1950	PROPERTY TAX								
0004	CONTRACTUAL & MISC. EXPENSE	5,980.60	16,500.00	16,500.00	5,980.60	10,519.40	0.00	10,519.40	36.25
Total Dept 1950	PROPERTY TAX	5,980.60	16,500.00	16,500.00	5,980.60	10,519.40	0.00	10,519.40	36.25
Dept 1989	UNCLASSIFIED								
0002	EQUIPMENT & CAPITAL OUTLAY	22,398.48	166,695.00	190,131.97	22,398.48	167,733.49	948.50	166,784.99	11.78
Total Dept 1989	UNCLASSIFIED	22,398.48	166,695.00	190,131.97	22,398.48	167,733.49	948.50	166,784.99	11.78
Dept 1990	CONTINGENCY								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	150,000.00	150,000.00	0.00	150,000.00	0.00	150,000.00	0.00
Total Dept 1990	CONTINGENCY	0.00	150,000.00	150,000.00	0.00	150,000.00	0.00	150,000.00	0.00
Dept 2620	CUSTODIAL								
0001	PERSONAL SERVICES	6,079.83	351,753.00	351,753.00	6,079.83	345,673.17	0.00	345,673.17	1.73
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	3,400.00	21,318.00	0.00	21,318.00	17,918.00	3,400.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	3,003.81	141,804.00	151,015.96	3,003.81	148,012.15	11,030.54	136,981.61	1.99
Total Dept 2620	CUSTODIAL	9,083.64	496,957.00	524,086.96	9,083.64	515,003.32	28,948.54	486,054.78	1.73
Dept 3120	CROSSING GUARDS								
0001	PERSONAL SERVICES	2,123.49	136,472.00	136,472.00	2,123.49	134,348.51	0.00	134,348.51	1.56
0004	CONTRACTUAL & MISC. EXPENSE	0.00	1,450.00	1,592.47	0.00	1,592.47	142.47	1,450.00	0.00
Total Dept 3120	CROSSING GUARDS	2,123.49	137,922.00	138,064.47	2,123.49	135,940.98	142.47	135,798.51	1.54
Dept 3310	TRAFFIC								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	7,800.00	8,500.00	0.00	8,500.00	700.00	7,800.00	0.00
Total Dept 3310	TRAFFIC	0.00	7,800.00	8,500.00	0.00	8,500.00	700.00	7,800.00	0.00
Dept 3510	CONTROL OF ANIMALS								
0001	PERSONAL SERVICES	892.78	59,639.00	59,639.00	892.78	58,746.22	0.00	58,746.22	1.50
0004	CONTRACTUAL & MISC. EXPENSE	31.46	9,414.00	9,414.00	31.46	9,382.54	0.00	9,382.54	0.33
Total Dept 3510	CONTROL OF ANIMALS	924.24	69,053.00	69,053.00	924.24	68,128.76	0.00	68,128.76	1.34
Dept 4210	YOUTH SERVICES								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	56,540.00	56,540.00	0.00	56,540.00	0.00	56,540.00	0.00
Total Dept 4210	YOUTH SERVICES	0.00	56,540.00	56,540.00	0.00	56,540.00	0.00	56,540.00	0.00
Dept 4560	PHYSICIAN								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	1,500.00	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00
Total Dept 4560	PHYSICIAN	0.00	1,500.00	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00

TOWN OF PITTSFORD

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Fund 0001	GENERAL FUND								
Dept 5010	SUPERINTENDENT OF HIGHWAYS								
0001	PERSONAL SERVICES	725.67	49,270.00	49,270.00	725.67	48,544.33	0.00	48,544.33	1.47
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	10.17	1,200.00	1,234.65	10.17	1,224.48	157.47	1,067.01	0.82
Total Dept 5010	SUPERINTENDENT OF HIGHWAYS	735.84	50,970.00	51,004.65	735.84	50,268.81	157.47	50,111.34	1.44
Dept 5132	HIGHWAY GARAGE								
0002	EQUIPMENT & CAPITAL OUTLAY	843.68	24,500.00	29,750.00	843.68	28,906.32	4,200.00	24,706.32	2.84
0004	CONTRACTUAL & MISC. EXPENSE	203.17	53,928.00	54,178.00	203.17	53,974.83	250.00	53,724.83	0.38
Total Dept 5132	HIGHWAY GARAGE	1,046.85	78,428.00	83,928.00	1,046.85	82,881.15	4,450.00	78,431.15	1.25
Dept 5182	STREET LIGHTING								
0004	CONTRACTUAL & MISC. EXPENSE	810.27	32,500.00	32,500.00	810.27	31,689.73	0.00	31,689.73	2.49
Total Dept 5182	STREET LIGHTING	810.27	32,500.00	32,500.00	810.27	31,689.73	0.00	31,689.73	2.49
Dept 6410	PUBLICITY								
0001	PERSONAL SERVICES	982.80	69,193.00	69,193.00	982.80	68,210.20	0.00	68,210.20	1.42
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	0.00	40,514.00	56,014.00	0.00	56,014.00	15,500.00	40,514.00	0.00
Total Dept 6410	PUBLICITY	982.80	110,207.00	125,707.00	982.80	124,724.20	15,500.00	109,224.20	0.78
Dept 6510	VETERANS SERVICE								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	300.00	300.00	0.00	300.00	0.00	300.00	0.00
Total Dept 6510	VETERANS SERVICE	0.00	300.00	300.00	0.00	300.00	0.00	300.00	0.00
Dept 6772	PROGRAMS FOR AGING								
0001	PERSONAL SERVICES	1,884.84	143,223.00	143,223.00	1,884.84	141,338.16	0.00	141,338.16	1.32
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	3,431.83	88,790.00	95,977.96	3,431.83	92,546.13	4,175.00	88,371.13	3.58
Total Dept 6772	PROGRAMS FOR AGING	5,316.67	232,513.00	239,700.96	5,316.67	234,384.29	4,175.00	230,209.29	2.22
Dept 7020	RECREATION ADMINISTRATION								
0001	PERSONAL SERVICES	6,983.43	671,484.00	671,484.00	6,983.43	664,500.57	0.00	664,500.57	1.04
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	5,000.00	9,635.00	0.00	9,635.00	4,635.00	5,000.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	1,351.09	343,836.00	344,148.08	1,351.09	342,796.99	240.00	342,556.99	0.39

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		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0001	GENERAL FUND								
Dept 7020	RECREATION ADMINISTRATION								
Total Dept 7020	RECREATION ADMINISTRATION	8,334.52	1,020,320.00	1,025,267.08	8,334.52	1,016,932.56	4,875.00	1,012,057.56	0.81
Dept 7110	PARKS								
0001	PERSONAL SERVICES	5,945.88	508,001.00	508,001.00	5,945.88	502,055.12	0.00	502,055.12	1.17
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	5,400.00	5,400.00	0.00	5,400.00	0.00	5,400.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	467.17	175,938.00	191,400.00	467.17	190,932.83	17,120.15	173,812.68	0.24
Total Dept 7110	PARKS	6,413.05	689,339.00	704,801.00	6,413.05	698,387.95	17,120.15	681,267.80	0.91
Dept 7140	PLAYGROUNDS & RECREATION CNTRS								
0001	PERSONAL SERVICES	1,757.93	92,786.00	92,786.00	1,757.93	91,028.07	0.00	91,028.07	1.89
0004	CONTRACTUAL & MISC. EXPENSE	0.00	700.00	700.00	0.00	700.00	0.00	700.00	0.00
Total Dept 7140	PLAYGROUNDS & RECREATION CNTRS	1,757.93	93,486.00	93,486.00	1,757.93	91,728.07	0.00	91,728.07	1.88
Dept 7270	BAND CONCERTS								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	10,000.00	10,000.00	0.00	10,000.00	0.00	10,000.00	0.00
Total Dept 7270	BAND CONCERTS	0.00	10,000.00	10,000.00	0.00	10,000.00	0.00	10,000.00	0.00
Dept 7510	TOWN HISTORIAN								
0001	PERSONAL SERVICES	110.72	7,196.00	7,196.00	110.72	7,085.28	0.00	7,085.28	1.54
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	200.00	200.00	0.00	200.00	0.00	200.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	0.00	725.00	725.00	0.00	725.00	0.00	725.00	0.00
Total Dept 7510	TOWN HISTORIAN	110.72	8,121.00	8,121.00	110.72	8,010.28	0.00	8,010.28	1.36
Dept 7550	CELEBRATIONS								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	76,995.00	77,373.90	0.00	77,373.90	378.90	76,995.00	0.00
Total Dept 7550	CELEBRATIONS	0.00	76,995.00	77,373.90	0.00	77,373.90	378.90	76,995.00	0.00
Dept 8090	ENVIRONMENTAL BOARD								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
Total Dept 8090	ENVIRONMENTAL BOARD	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
Dept 8160	REFUSE & GARBAGE								
0004	CONTRACTUAL & MISC. EXPENSE	3,347.74	157,600.00	158,595.00	3,347.74	155,247.26	250.00	154,997.26	2.11
Total Dept 8160	REFUSE & GARBAGE	3,347.74	157,600.00	158,595.00	3,347.74	155,247.26	250.00	154,997.26	2.11
Dept 8540	DRAINAGE								
0001	PERSONAL SERVICES	0.00	98,138.00	98,138.00	0.00	98,138.00	0.00	98,138.00	0.00

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		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0001	GENERAL FUND								
Dept 9950	TRANSFER TO CAPITAL PROJECTS								
0009	INTERFUND TRANSFERS	0.00	200,000.00	200,000.00	0.00	200,000.00	0.00	200,000.00	0.00
Total Dept 9950	TRANSFER TO CAPITAL PROJECTS	0.00	200,000.00	200,000.00	0.00	200,000.00	0.00	200,000.00	0.00
Total Fund 0001	GENERAL FUND	251,787.19	10,500,312.00	10,621,594.83	251,787.19	10,369,807.64	85,077.68	10,284,729.96	2.37

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		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0002	PART TOWN FUND								
Dept 9040	WORKERS COMPENSATION								
0008	EMPLOYEE BENEFITS	15,781.18	16,800.00	16,800.00	15,781.18	1,018.82	0.00	1,018.82	93.94
Total Dept 9040	WORKERS COMPENSATION	15,781.18	16,800.00	16,800.00	15,781.18	1,018.82	0.00	1,018.82	93.94
Dept 9045	LIFE INSURANCE								
0008	EMPLOYEE BENEFITS	20.66	300.00	300.00	20.66	279.34	0.00	279.34	6.89
Total Dept 9045	LIFE INSURANCE	20.66	300.00	300.00	20.66	279.34	0.00	279.34	6.89
Dept 9050	UNEMPLOYMENT INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Total Dept 9050	UNEMPLOYMENT INSURANCE	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Dept 9055	DISABILITY INSURANCE								
0008	EMPLOYEE BENEFITS	54.31	1,000.00	1,000.00	54.31	945.69	0.00	945.69	5.43
Total Dept 9055	DISABILITY INSURANCE	54.31	1,000.00	1,000.00	54.31	945.69	0.00	945.69	5.43
Dept 9060	HOSPITALIZATION								
0008	EMPLOYEE BENEFITS	11,100.20	149,571.00	149,571.00	11,100.20	138,470.80	0.00	138,470.80	7.42
Total Dept 9060	HOSPITALIZATION	11,100.20	149,571.00	149,571.00	11,100.20	138,470.80	0.00	138,470.80	7.42
Dept 9089	MISC. EMPLOYEE BENEFITS								
0008	EMPLOYEE BENEFITS	0.00	100.00	100.00	0.00	100.00	0.00	100.00	0.00
Total Dept 9089	MISC. EMPLOYEE BENEFITS	0.00	100.00	100.00	0.00	100.00	0.00	100.00	0.00
Total Fund 0002	PART TOWN FUND	37,339.96	1,297,828.00	1,323,756.50	37,339.96	1,286,416.54	24,602.60	1,261,813.94	2.82

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		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0003	LIBRARY FUND								
Dept 4560	PHYSICIAN								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	600.00	600.00	0.00	600.00	0.00	600.00	0.00
Total Dept 4560	PHYSICIAN	0.00	600.00	600.00	0.00	600.00	0.00	600.00	0.00
Dept 7410	LIBRARY								
0001	PERSONAL SERVICES	11,288.35	851,238.00	851,238.00	11,288.35	839,949.65	0.00	839,949.65	1.33
0002	EQUIPMENT & CAPITAL OUTLAY	291.50	2,910.00	3,201.50	291.50	2,910.00	0.00	2,910.00	9.11
0004	CONTRACTUAL & MISC. EXPENSE	1,003.19	234,890.00	246,633.70	1,003.19	245,630.51	10,750.06	234,880.45	0.41
Total Dept 7410	LIBRARY	12,583.04	1,089,038.00	1,101,073.20	12,583.04	1,088,490.16	10,750.06	1,077,740.10	1.14
Dept 9010	STATE RETIREMENT								
0008	EMPLOYEE BENEFITS	0.00	89,294.00	89,294.00	0.00	89,294.00	0.00	89,294.00	0.00
Total Dept 9010	STATE RETIREMENT	0.00	89,294.00	89,294.00	0.00	89,294.00	0.00	89,294.00	0.00
Dept 9030	SOCIAL SECURITY								
0008	EMPLOYEE BENEFITS	863.59	65,120.00	65,120.00	863.59	64,256.41	0.00	64,256.41	1.33
Total Dept 9030	SOCIAL SECURITY	863.59	65,120.00	65,120.00	863.59	64,256.41	0.00	64,256.41	1.33
Dept 9040	WORKERS COMPENSATION								
0008	EMPLOYEE BENEFITS	8,635.98	7,000.00	7,000.00	8,635.98	(1,635.98)	0.00	(1,635.98)	123.37
Total Dept 9040	WORKERS COMPENSATION	8,635.98	7,000.00	7,000.00	8,635.98	(1,635.98)	0.00	(1,635.98)	123.37
Dept 9045	LIFE INSURANCE								
0008	EMPLOYEE BENEFITS	11.62	350.00	350.00	11.62	338.38	0.00	338.38	3.32
Total Dept 9045	LIFE INSURANCE	11.62	350.00	350.00	11.62	338.38	0.00	338.38	3.32
Dept 9050	UNEMPLOYMENT INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
Total Dept 9050	UNEMPLOYMENT INSURANCE	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
Dept 9055	DISABILITY INSURANCE								
0008	EMPLOYEE BENEFITS	25.37	1,500.00	1,500.00	25.37	1,474.63	0.00	1,474.63	1.69
Total Dept 9055	DISABILITY INSURANCE	25.37	1,500.00	1,500.00	25.37	1,474.63	0.00	1,474.63	1.69
Dept 9060	HOSPITALIZATION								
0008	EMPLOYEE BENEFITS	8,031.60	151,000.00	151,000.00	8,031.60	142,968.40	0.00	142,968.40	5.32
Total Dept 9060	HOSPITALIZATION	8,031.60	151,000.00	151,000.00	8,031.60	142,968.40	0.00	142,968.40	5.32
Dept 9089	MISC. EMPLOYEE BENEFITS								
0008	EMPLOYEE BENEFITS	0.00	300.00	300.00	0.00	300.00	0.00	300.00	0.00
Total Dept 9089	MISC. EMPLOYEE BENEFITS	0.00	300.00	300.00	0.00	300.00	0.00	300.00	0.00
Total Fund 0003	LIBRARY FUND	30,151.20	1,404,702.00	1,416,737.20	30,151.20	1,386,586.00	10,750.06	1,375,835.94	2.13

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Fund 0004	HIGHWAY WHOLE TOWN FUND								
Dept 1989	UNCLASSIFIED								
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	314,409.00	537,747.80	0.00	537,747.80	223,338.80	314,409.00	0.00
Total Dept 1989	UNCLASSIFIED	0.00	314,409.00	537,747.80	0.00	537,747.80	223,338.80	314,409.00	0.00
Dept 4560	PHYSICIAN								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
Total Dept 4560	PHYSICIAN	0.00	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
Dept 5130	MACHINERY								
0001	PERSONAL SERVICES	1,131.84	88,534.00	88,534.00	1,131.84	87,402.16	0.00	87,402.16	1.28
0002	EQUIPMENT & CAPITAL OUTLAY	1,956.44	8,700.00	10,599.99	1,956.44	8,643.55	13.44	8,630.11	18.46
0004	CONTRACTUAL & MISC. EXPENSE	6,832.22	163,700.00	180,916.15	6,832.22	174,083.93	19,528.92	154,555.01	3.78
Total Dept 5130	MACHINERY	9,920.50	260,934.00	280,050.14	9,920.50	270,129.64	19,542.36	250,587.28	3.54
Dept 5140	BRUSH & WEEDS								
0001	PERSONAL SERVICES	0.00	10,000.00	10,000.00	0.00	10,000.00	0.00	10,000.00	0.00
Total Dept 5140	BRUSH & WEEDS	0.00	10,000.00	10,000.00	0.00	10,000.00	0.00	10,000.00	0.00
Dept 5142	SNOW REMOVAL								
0001	PERSONAL SERVICES	27,747.48	862,091.00	862,091.00	27,747.48	834,343.52	0.00	834,343.52	3.22
0004	CONTRACTUAL & MISC. EXPENSE	110,055.72	378,550.00	386,826.58	110,055.72	276,770.86	6,215.58	270,555.28	28.45
Total Dept 5142	SNOW REMOVAL	137,803.20	1,240,641.00	1,248,917.58	137,803.20	1,111,114.38	6,215.58	1,104,898.80	11.03
Dept 9010	STATE RETIREMENT								
0008	EMPLOYEE BENEFITS	0.00	151,105.00	151,105.00	0.00	151,105.00	0.00	151,105.00	0.00
Total Dept 9010	STATE RETIREMENT	0.00	151,105.00	151,105.00	0.00	151,105.00	0.00	151,105.00	0.00
Dept 9030	SOCIAL SECURITY								
0008	EMPLOYEE BENEFITS	2,209.28	73,490.00	73,490.00	2,209.28	71,280.72	0.00	71,280.72	3.01
Total Dept 9030	SOCIAL SECURITY	2,209.28	73,490.00	73,490.00	2,209.28	71,280.72	0.00	71,280.72	3.01
Dept 9040	WORKERS COMPENSATION								
0008	EMPLOYEE BENEFITS	46,876.70	74,500.00	74,500.00	46,876.70	27,623.30	0.00	27,623.30	62.92
Total Dept 9040	WORKERS COMPENSATION	46,876.70	74,500.00	74,500.00	46,876.70	27,623.30	0.00	27,623.30	62.92
Dept 9045	LIFE INSURANCE								
0008	EMPLOYEE BENEFITS	52.65	750.00	750.00	52.65	697.35	0.00	697.35	7.02
Total Dept 9045	LIFE INSURANCE	52.65	750.00	750.00	52.65	697.35	0.00	697.35	7.02
Dept 9050	UNEMPLOYMENT INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00

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		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0004	HIGHWAY WHOLE TOWN FUND								
Dept 9050	UNEMPLOYMENT INSURANCE								
Total Dept 9050	UNEMPLOYMENT INSURANCE	0.00	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
Dept 9055	DISABILITY INSURANCE								
0008	EMPLOYEE BENEFITS	108.12	2,375.00	2,375.00	108.12	2,266.88	0.00	2,266.88	4.55
Total Dept 9055	DISABILITY INSURANCE	108.12	2,375.00	2,375.00	108.12	2,266.88	0.00	2,266.88	4.55
Dept 9060	HOSPITALIZATION								
0008	EMPLOYEE BENEFITS	30,165.89	411,497.00	411,497.00	30,165.89	381,331.11	0.00	381,331.11	7.33
Total Dept 9060	HOSPITALIZATION	30,165.89	411,497.00	411,497.00	30,165.89	381,331.11	0.00	381,331.11	7.33
Dept 9089	MISC. EMPLOYEE BENEFITS								
0008	EMPLOYEE BENEFITS	0.00	200.00	200.00	0.00	200.00	0.00	200.00	0.00
Total Dept 9089	MISC. EMPLOYEE BENEFITS	0.00	200.00	200.00	0.00	200.00	0.00	200.00	0.00
Total Fund 0004	HIGHWAY WHOLE TOWN FUND	227,136.34	2,544,901.00	2,795,632.52	227,136.34	2,568,496.18	249,096.74	2,319,399.44	8.12

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Fund 0005	HIGHWAY PART TOWN FUND								
Dept 4560	PHYSICIAN								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	2,225.00	2,225.00	0.00	2,225.00	0.00	2,225.00	0.00
Total Dept 4560	PHYSICIAN	0.00	2,225.00	2,225.00	0.00	2,225.00	0.00	2,225.00	0.00
Dept 5110	GENERAL REPAIRS								
0001	PERSONAL SERVICES	4,500.58	1,466,527.00	1,466,527.00	4,500.58	1,462,026.42	0.00	1,462,026.42	0.31
0004	CONTRACTUAL & MISC. EXPENSE	20,170.77	1,054,598.00	1,124,863.71	20,170.77	1,104,692.94	54,392.19	1,050,300.75	1.79
Total Dept 5110	GENERAL REPAIRS	24,671.35	2,521,125.00	2,591,390.71	24,671.35	2,566,719.36	54,392.19	2,512,327.17	0.95
Dept 5112	IMPROVEMENTS								
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	196,324.00	196,324.00	0.00	196,324.00	0.00	196,324.00	0.00
Total Dept 5112	IMPROVEMENTS	0.00	196,324.00	196,324.00	0.00	196,324.00	0.00	196,324.00	0.00
Dept 9010	STATE RETIREMENT								
0008	EMPLOYEE BENEFITS	0.00	181,412.00	181,412.00	0.00	181,412.00	0.00	181,412.00	0.00
Total Dept 9010	STATE RETIREMENT	0.00	181,412.00	181,412.00	0.00	181,412.00	0.00	181,412.00	0.00
Dept 9030	SOCIAL SECURITY								
0008	EMPLOYEE BENEFITS	344.28	112,190.00	112,190.00	344.28	111,845.72	0.00	111,845.72	0.31
Total Dept 9030	SOCIAL SECURITY	344.28	112,190.00	112,190.00	344.28	111,845.72	0.00	111,845.72	0.31
Dept 9040	WORKERS COMPENSATION								
0008	EMPLOYEE BENEFITS	192,064.89	221,000.00	221,000.00	192,064.89	28,935.11	0.00	28,935.11	86.91
Total Dept 9040	WORKERS COMPENSATION	192,064.89	221,000.00	221,000.00	192,064.89	28,935.11	0.00	28,935.11	86.91
Dept 9045	LIFE INSURANCE								
0008	EMPLOYEE BENEFITS	47.26	700.00	700.00	47.26	652.74	0.00	652.74	6.75
Total Dept 9045	LIFE INSURANCE	47.26	700.00	700.00	47.26	652.74	0.00	652.74	6.75
Dept 9050	UNEMPLOYMENT INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
Total Dept 9050	UNEMPLOYMENT INSURANCE	0.00	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
Dept 9055	DISABILITY INSURANCE								
0008	EMPLOYEE BENEFITS	94.88	2,250.00	2,250.00	94.88	2,155.12	0.00	2,155.12	4.22
Total Dept 9055	DISABILITY INSURANCE	94.88	2,250.00	2,250.00	94.88	2,155.12	0.00	2,155.12	4.22
Dept 9060	HOSPITALIZATION								
0008	EMPLOYEE BENEFITS	38,439.83	496,268.00	496,268.00	38,439.83	457,828.17	0.00	457,828.17	7.75
Total Dept 9060	HOSPITALIZATION	38,439.83	496,268.00	496,268.00	38,439.83	457,828.17	0.00	457,828.17	7.75
Dept 9089	MISC. EMPLOYEE BENEFITS								
0008	EMPLOYEE BENEFITS	0.00	300.00	300.00	0.00	300.00	0.00	300.00	0.00

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Fund 0005	HIGHWAY PART TOWN FUND								
Dept 9089	MISC. EMPLOYEE BENEFITS								
Total Dept 9089	MISC. EMPLOYEE BENEFITS	0.00	300.00	300.00	0.00	300.00	0.00	300.00	0.00
Total Fund 0005	HIGHWAY PART TOWN FUND	255,662.49	3,736,794.00	3,807,059.71	255,662.49	3,551,397.22	54,392.19	3,497,005.03	6.72
Grand Total		802,077.18	19,484,537.00	19,964,780.76	802,077.18	19,162,703.58	423,919.27	18,738,784.31	4.02

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GLR0116 1.0

Revenue Control Report

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Prepared By: GREG

Fiscal Year: 2019 Period From: 1 To: 12

		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund 0001	GENERAL FUND							
Item 1001	REAL PROPERTY TAXES	0.00	6,500,063.00	6,500,063.00	6,500,063.00	0.00	6,500,063.00	0.00
Item 1081	OTHER PYMT IN LIEU OF TAXES	0.00	9,697.00	9,697.00	9,697.00	0.00	9,697.00	0.00
Item 1090	INTEREST & PENALTY ON PROP TAX	0.00	175,000.00	175,000.00	175,000.00	0.00	175,000.00	0.00
Item 1170	FRANCHISES	0.00	435,000.00	435,000.00	435,000.00	0.00	435,000.00	0.00
Item 1232	TAX COLLECTOR FEES	0.00	3,820.00	3,820.00	3,820.00	0.00	3,820.00	0.00
Item 1255	CLERK FEES	0.00	4,000.00	4,000.00	4,000.00	0.00	4,000.00	0.00
Item 1550	DOG WARDEN FEES	0.00	1,000.00	1,000.00	1,000.00	0.00	1,000.00	0.00
Item 2001	CULTURE & RECREATION FEES	102,757.00	624,343.00	727,100.00	727,100.00	102,757.00	624,343.00	14.13
Item 2210	GENERAL SERVICES - OTHER GOV'T	0.00	39,022.00	39,022.00	39,022.00	0.00	39,022.00	0.00
Item 2350	YOUTH SER/OTHER GOV'T.	0.00	7,000.00	7,000.00	7,000.00	0.00	7,000.00	0.00
Item 2351	PROGRAMS FOR AGING - OTHER GOV'T	0.00	37,372.00	37,372.00	37,372.00	0.00	37,372.00	0.00
Item 2401	INTEREST & EARNINGS	1,800.00	53,200.00	55,000.00	55,000.00	1,800.00	53,200.00	3.27
Item 2410	RENTAL OF LAND	17,320.00	106,660.00	123,980.00	123,980.00	17,320.00	106,660.00	13.97
Item 2411	FIELD USE FEES	0.00	8,000.00	8,000.00	8,000.00	0.00	8,000.00	0.00
Item 2450	COMMISSIONS	86.18	413.82	500.00	500.00	86.18	413.82	17.24
Item 2544	DOG LICENSES	0.00	17,000.00	17,000.00	17,000.00	0.00	17,000.00	0.00
Item 2560	STREET OPENING PERMITS	0.00	2,510.00	2,510.00	2,510.00	0.00	2,510.00	0.00
Item 2590	PERMITS	0.00	8,000.00	8,000.00	8,000.00	0.00	8,000.00	0.00
Item 2610	FINES & FORFEITED BAIL	0.00	80,000.00	80,000.00	80,000.00	0.00	80,000.00	0.00
Item 2680	INSURANCE RECOVERIES	0.00	500.00	500.00	500.00	0.00	500.00	0.00
Item 2701	REFUND OF PRIOR YEAR EXP.	0.00	1,500.00	1,500.00	1,500.00	0.00	1,500.00	0.00
Item 2705	GIFTS & DONATIONS	0.50	23,199.50	23,200.00	23,200.00	0.50	23,199.50	0.00
Item 2770	OTHER UNCLASSIFIED REVENUES	381.50	23,385.50	23,767.00	23,767.00	381.50	23,385.50	1.61
Item 2801	INTERFUND REVENUES	0.00	22,000.00	22,000.00	22,000.00	0.00	22,000.00	0.00
Item 3001	STATE AID PER CAPITA	0.00	108,081.00	108,081.00	108,081.00	0.00	108,081.00	0.00
Item 3005	MORTGAGE TAX	0.00	841,500.00	841,500.00	841,500.00	0.00	841,500.00	0.00
Item 5031	INTERFUND TRANSFERS	0.00	200,000.00	200,000.00	200,000.00	0.00	200,000.00	0.00
Item 5999	APPROP FD BALANCE	0.00	1,045,700.00	1,045,700.00	1,045,700.00	0.00	1,045,700.00	0.00
Total Fund 0001	GENERAL FUND	122,345.18	10,377,966.82	10,500,312.00	10,500,312.00	122,345.18	10,377,966.82	1.17

Date Prepared: 01/11/2019 08:52 AM

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		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund 0002	PART TOWN FUND							
Item 1120	SALES TAX	0.00	800,000.00	800,000.00	800,000.00	0.00	800,000.00	0.00
Item 1560	SAFETY INSPECTION FEES	0.00	18,150.00	18,150.00	18,150.00	0.00	18,150.00	0.00
Item 1570	DEMOLITION PERMITS	0.00	750.00	750.00	750.00	0.00	750.00	0.00
Item 2110	ZONING FEES	0.00	2,000.00	2,000.00	2,000.00	0.00	2,000.00	0.00
Item 2115	PLANNING BOARD FEES	0.00	11,000.00	11,000.00	11,000.00	0.00	11,000.00	0.00
Item 2210	GENERAL SERVICES - OTHER GOV'T	0.00	7,800.00	7,800.00	7,800.00	0.00	7,800.00	0.00
Item 2401	INTEREST & EARNINGS	562.50	6,937.50	7,500.00	7,500.00	562.50	6,937.50	7.50
Item 2545	LICENSES, OTHER	0.00	3,000.00	3,000.00	3,000.00	0.00	3,000.00	0.00
Item 2550	PERMITS - CERT. OF OCCUPANCY	0.00	3,000.00	3,000.00	3,000.00	0.00	3,000.00	0.00
Item 2555	BUILDING & ALTERATION PERMITS	0.00	90,500.00	90,500.00	90,500.00	0.00	90,500.00	0.00
Item 2590	PERMITS	0.00	3,000.00	3,000.00	3,000.00	0.00	3,000.00	0.00
Item 2591	FIRE ALARM PERMITS	0.00	2,000.00	2,000.00	2,000.00	0.00	2,000.00	0.00
Item 5999	APPROP FD BALANCE	0.00	349,128.00	349,128.00	349,128.00	0.00	349,128.00	0.00
Total Fund 0002	PART TOWN FUND	562.50	1,297,265.50	1,297,828.00	1,297,828.00	562.50	1,297,265.50	0.04

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Prepared By: GREG

		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund 0003	LIBRARY FUND							
Item 1001	REAL PROPERTY TAXES	0.00	1,263,452.00	1,263,452.00	1,263,452.00	0.00	1,263,452.00	0.00
Item 2080	COPIER FEES	0.00	1,500.00	1,500.00	1,500.00	0.00	1,500.00	0.00
Item 2081	COLLECTION FEES	0.00	1,250.00	1,250.00	1,250.00	0.00	1,250.00	0.00
Item 2082	LIBRARY FINES	1,092.49	53,907.51	55,000.00	55,000.00	1,092.49	53,907.51	1.99
Item 2083	PRINTING REVENUE	0.00	5,000.00	5,000.00	5,000.00	0.00	5,000.00	0.00
Item 2401	INTEREST & EARNINGS	225.00	8,275.00	8,500.00	8,500.00	225.00	8,275.00	2.65
Item 5999	APPROP FD BALANCE	0.00	70,000.00	70,000.00	70,000.00	0.00	70,000.00	0.00
Total Fund 0003	LIBRARY FUND	1,317.49	1,403,384.51	1,404,702.00	1,404,702.00	1,317.49	1,403,384.51	0.09

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		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund 0004	HIGHWAY WHOLE TOWN FUND							
Item 1001	REAL PROPERTY TAXES	0.00	1,767,596.00	1,767,596.00	1,767,596.00	0.00	1,767,596.00	0.00
Item 2300	SERVICE - OTHER GOV'T.	0.00	430,305.00	430,305.00	430,305.00	0.00	430,305.00	0.00
Item 2401	INTEREST & EARNINGS	562.50	19,437.50	20,000.00	20,000.00	562.50	19,437.50	2.81
Item 2650	SALE OF SCRAP & EXCESS	0.00	1,500.00	1,500.00	1,500.00	0.00	1,500.00	0.00
Item 2680	INSURANCE RECOVERIES	0.00	500.00	500.00	500.00	0.00	500.00	0.00
Item 5999	APPROP FD BALANCE	0.00	325,000.00	325,000.00	325,000.00	0.00	325,000.00	0.00
Total Fund 0004	HIGHWAY WHOLE TOWN FUND	562.50	2,544,338.50	2,544,901.00	2,544,901.00	562.50	2,544,338.50	0.02

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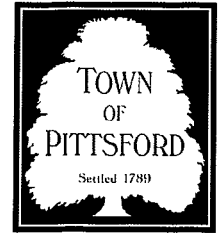
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Prepared By: GREG

		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund 0005	HIGHWAY PART TOWN FUND							
Item 1001	REAL PROPERTY TAXES	0.00	733,470.00	733,470.00	733,470.00	0.00	733,470.00	0.00
Item 1120	SALES TAX	0.00	2,070,000.00	2,070,000.00	2,070,000.00	0.00	2,070,000.00	0.00
Item 2300	SERVICE - OTHER GOV'T.	0.00	5,000.00	5,000.00	5,000.00	0.00	5,000.00	0.00
Item 2401	INTEREST & EARNINGS	450.00	19,550.00	20,000.00	20,000.00	450.00	19,550.00	2.25
Item 3501	CHIPS PROGRAM	0.00	171,324.00	171,324.00	171,324.00	0.00	171,324.00	0.00
Item 5031	INTERFUND TRANSFERS	0.00	237,000.00	237,000.00	237,000.00	0.00	237,000.00	0.00
Item 5999	APPROP FD BALANCE	0.00	500,000.00	500,000.00	500,000.00	0.00	500,000.00	0.00
Total Fund 0005	HIGHWAY PART TOWN FUND	450.00	3,736,344.00	3,736,794.00	3,736,794.00	450.00	3,736,344.00	0.01
Grand Total		125,237.67	19,359,299.33	19,484,537.00	19,484,537.00	125,237.67	19,359,299.33	0.64

NOTE: One or more accounts may not be printed due to Account Table restrictions.

MEMORANDUM



To: Pittsford Town Board

From: Paul Schenkel - Commissioner of Public Works

Date: January 9, 2019

Regarding: Harladay Hots, Inc. Vending Permit

For Meeting On: January 15, 2019

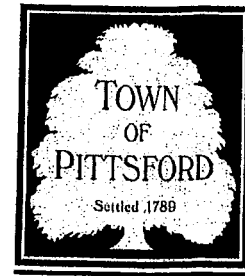
Ladies and Gentlemen:

Charles Clottin, who does business as Harladay Hots, Inc., has requested a "Food Vending Permit" to sell from a portable vending unit on the Town owned land located at 10 N. Main St. The vending unit would be operated during the hours of 10:00 a.m. through 3:00 p.m. Monday through Sunday from May 1, 2019 through October 31, 2019.

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

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

Resolved, that Town Board approves the proposed Food Vending Permit to Harladay Hots, Inc., for a vending unit located at 10 N. Main St., from May 1st to October 31, 2019, seven days a week from 10:00 a.m. - 3:00 p.m., and that the Town Supervisor is authorized to issue the Permit.



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

VENDING PERMIT

The Town of Pittsford ("Town") hereby issues a vending permit to the above ("Vendor") to allow the sale of food from a small portable vending unit to be temporarily located at Town owned land at the old Tillis property on N. Main St. for the period from May 1, 2019 to October 31, 2019. The terms and conditions of this Permit are as follows:

- Vending hours shall be from 10:00 a.m. to 3:00 p.m. on Monday - Sunday at Old Tillis lot on N. Main St. The Town will provide a schedule of field use to the Vendor.
- The Vendor shall provide to the Town a valid certificate of insurance covering all of the Vendor's operations under this permit, with the Town listed as an "Additional Insured".
- The Vendor shall be responsible to obtain and provide the Town with copies of all health and safety certifications, such as licenses, inspections, and the like required to operate the Vendor's food sale operation.
- The Vendor's vending unit shall not be left unattended.
- All of the Vendor's equipment and materials shall be removed from the site at the end of each service time period. The Vendor shall be responsible for cleanup and removal of all debris generated by and/or associated with the food sale operation.
- The Vendor shall locate the vending unit in such a manner as not to inhibit maintenance of the area by Town staff. The specific location of the unit on the site shall be subject to review and approval by the Commissioner of Public Works.
- A Vending Permit Fee shall be assessed at a rate of \$100.00 per month, to be payable on or before the first of each month.
- The Vendor shall protect, defend, indemnify and hold harmless the Town from any and all claims, costs, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature whatsoever for injury, death to persons or property damage arising out of or in any way related to the Vendor's operations.
- The Town reserves the right to terminate this Permit at any time.

Town Supervisor: _____ Date: _____

Vendor: _____ Date: 11/29/18

MONROE COUNTY DEPARTMENT OF PUBLIC HEALTH

111 Westfall Road

Rochester, New York 14620

PERMIT

No. 278807408
M 696364

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

HARLADAY HOTS
12 BRIMSDOWN CIRCLE
FAIRPORT NY 14450

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

ISSUE DATE: 1/1/2019

12/31/2019

DATE OF EXPIRATION



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

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

IMPORTANT!

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

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

Please note: The Food Worker Training requirements are as follows:
All establishments classified as "High Risk" (H) or "Medium Risk" (M) must have a Level I certified food handler in charge and enough Level II trained employees to have one present at all operating times. "Low Risk" (L) classified establishments must have enough Level II trained employees at all operating times.
If you have any questions please contact our office at 753-5064.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/19/2018

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

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

PRODUCER: Walsh Duffield Rochester... CONTACT NAME: Sonya M. Boatman... INSURER A: Dryden Mutual Insurance Co... INSURER B: Progressive

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella, and Workers Compensation.

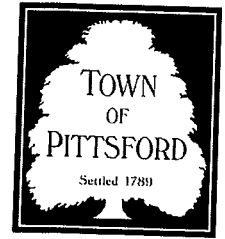
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is named as an additional insured with respects to General Liability per endorsement form LS-22 (01/88).

CERTIFICATE HOLDER CANCELLATION

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

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

MEMORANDUM



To: Pittsford Town Board
From: Paul Schenkel - Commissioner of Public Works
Date: January 9, 2019
Regarding: Intermunicipal GIS Cooperative Agreement
For Meeting On: January 15, 2019

Ladies and Gentleman,

As some of you might recall in 2003, the Town entered into an agreement with the Village of Pittsford, Pittsford Central School District, and Pittsford Fire District to formally study geographic data (GIS) needs of the community. A needs assessment was completed and the obvious decision was made to create a GIS Community Collaborative that would be managed by the Town, being that we would be the largest user. In 2006, a grant from the New York State Records and Archives Administration (SARA) funded additional purchases. Since that time, hardware and software have been procured and the Town has evolved the system to include gigabytes of datasets. Also, a lot was learned about how technically our partners would use the system and how much time would be required of our GIS Administrator.

The previous 5-year agreement has since expired. Attached is the updated agreement that has already been approved by the School District, Village, and Fire District. It has been decided that our combined GIS initiative would be funded by the following percentages:

Town of Pittsford	84%
Pittsford Central School District	8%
Village of Pittsford	4%
Pittsford Fire District	4%

Also attached is a breakdown of costs as well as each of the partner's shares. For the most part all costs have been captured and they increase by 1% each year. An adjustment was made in 2009 to more accurately reflect what percentage each partner intends to use the GIS.

I recommend that you authorize the Supervisor to sign the agreement that is good through 2023. Each partner has the opportunity to opt out at the beginning of each year. In the event the Town Board determines that the proposed action should be taken, the following Resolution is suggested:

Resolved, that based on the recommendation of the Commissioner of Public Works, Town Board authorizes the Supervisor to sign the Intermunicipal GIS Cooperative Agreement with the Pittsford Central School District, Village of Pittsford, and Pittsford Fire District.

INTERMUNICIPAL GIS COOPERATION AGREEMENT

THIS AGREEMENT made as of the ____ day of _____ 2019, by and among the **TOWN OF PITTSFORD (“Town”)**, a municipal corporation having offices at 11 South Main Street, Pittsford, New York 14534, the **PITTSFORD CENTRAL SCHOOL DISTRICT (“School District”)**, a municipal corporation having offices at 75 Barker Road, Pittsford, New York 14534, the **PITTSFORD FIRE DISTRICT (“Fire District”)**, a municipal corporation having offices at 8 Monroe Avenue, Pittsford, New York 14534, and the **VILLAGE OF PITTSFORD (“Village”)**, a municipal corporation having offices at 21 North Main Street, Pittsford, New York 14534.

WHEREAS, the Town, Village, School District and Fire District (hereinafter referred to as “Collaborative Partners”) all provide a wide range of municipal services to the citizens of Pittsford; and

WHEREAS, the Collaborative Partners to this Agreement believe that increased information sharing of geographically-related data within a community-wide general information system, “Community GIS”, would benefit all stakeholders; and

WHEREAS, the primary goals of the Geographic Information System (“GIS”) will be to administer a web-based GIS and to prepare and manage GIS data upon which all of the functions of the Collaborative Partners rely of for its accuracy, consistency and availability;

WHEREAS, through this Agreement, the Collaborative Partners will unify overlapping objectives and operations and provide their respective staff with shared access to electronic records regarding property addresses, assessment information, special district locations and infrastructure asset locations; and

WHEREAS, the Collaborative Partners have examined the specific benefits of implementing a Community GIS to service the parties; and have commissioned a “GIS Needs Assessment”, and such Assessment found that a collaborative GIS Service Bureau would be mutually beneficial and cost-effective;

NOW, THEREFORE, the parties to this Agreement, for the mutual considerations hereinafter set forth, agree, as follows:

1. The Town will act as the lead agency.
2. An Internet Map Server is currently and will continue to be housed in the Town’s facilities.
3. The Town will collaborate with the Village, Fire District and School District to expand the Town’s GIS operations, as follows:
 - (a) A customized Internet GIS application will be deployed, to be administered in-house by the Town’s GIS Administrator. The GIS application will be available for use by all departments of all of the Collaborative Partners.
 - (b) The operation of the Town’s GIS will be expanded to become a “GIS Service Bureau” to meet the GIS records management needs of the Collaborating Partners.

4. The GIS Service Bureau will provide access to the GIS for all departments of all of the Collaborative Partners.
5. All users will be trained by the Town to utilize the Internet GIS effectively.
6. The GIS hardware will be upgraded, as needed, to accommodate the needs of the GIS Service Bureau.
7. The GIS Service Bureau will provide advanced desktop GIS services to all departments of the Collaborative Partners.
8. The Collaborative Partners mutually acknowledge and agree that security and rights of privacy regarding GIS data are important, legitimate and on-going concerns. As a result, the Collaborative Partners will discuss and agree upon, on an on-going basis, the sharing of GIS data by and among the Collaborative Partners and to third parties. Data of one of the Collaborative Partners will not be shared with or disseminated to any other Collaborative Partner or to any third party without the specific permission of such Collaborative Partner.
9. The operating expenses of the GIS Service Bureau will be in the areas of hardware and software maintenance; materials, supplies and office equipment; GIS Administrator and Technician salaries and benefits; consulting and additional software development; equipment replacement and upgrade fund; and other, related expenses. The Collaborative Partners will share the foregoing expenses, on an annual basis, in the percentages of Town: 84%, School District: 8%, Village: 4% and Fire District: 4%. The Town will directly pay all operating expenses and shall receive reimbursement from the remaining Collaborative Partners, in accordance with the foregoing percentages.
10. This Agreement shall be effective upon execution of all parties and shall continue until December 31, 2023. However, any party to this Agreement may cancel the Agreement, effective on January 1st of the next succeeding year upon written notice to the remaining parties on or before October 1st of the year preceding such cancellation.
11. This Agreement constitutes the entire Agreement among the parties and supersedes any and all prior proposals, negotiations and agreements, whether written or oral.
12. This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, State of New York.
13. If any provision of this Agreement is held invalid by a Court of Law, the remainder of this Agreement shall be valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the day and year set forth above.

TOWN OF PITTSFORD

By: _____
William A. Smith, Supervisor

PITTSFORD CENTRAL SCHOOL DISTRICT

By: _____
Michael Pero, Superintendent

VILLAGE OF PITTSFORD

By: _____
Robert Corby, Mayor

PITTSFORD FIRE DISTRICT

By: _____
Ed Peets, Chairman

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 2019, before me, the subscriber, personally came WILLIAM A. SMITH, to me known, who being by me duly sworn, did depose and state, that he resides in the County of Monroe, State of New York; that he is the Supervisor of the TOWN OF PITTSFORD, the municipal corporation described herein; that he executed the foregoing instrument; and that he is authorized to sign his name thereto.

Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this ____ day of _____, 2019, before me, the subscriber, personally came MICHAEL PERO, to me known, who being by me duly sworn, did depose and state, that she resides in the County of Monroe, State of New York; that she is the Superintendent of Schools of the PITTSFORD CENTRAL SCHOOL DISTRICT, the municipal corporation described herein; that she executed the foregoing instrument; and that she is authorized to sign her name thereto.

Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this ____ day of _____, 2019, before me, the subscriber, personally came ROBERT CORBY, to me known, who being by me duly sworn, did depose and state, that he resides in the County of Monroe, State of New York; that he is the Mayor of the VILLAGE OF PITTSFORD, the municipal corporation described herein; that he executed the foregoing instrument; and that he is authorized to sign his name thereto.

Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this ____ day of _____, 2019, before me, the subscriber, personally came ED PEETS, to me known, who being by me duly sworn, did depose and state, that he resides in the County of Monroe, State of New York; that he is the Chairman of the Board of Fire Commissioners of the PITTSFORD FIRE DISTRICT, the municipal corporation described herein; that he executed the foregoing instrument; and that he is authorized to sign his name thereto.

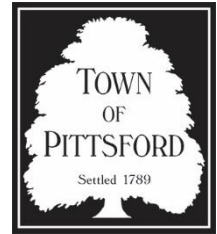
Notary Public

Proposed GIS Collaborative Budget (2018 - 2022)

Operating Expenses	Yearly Growth	2018	2019	2020	2021	2022
GIS / GPS Software Maintenance	2%	\$5,180	\$5,284	\$5,389	\$5,497	\$5,607
Supplies and Equipment		\$1,100	\$1,100	\$1,100	\$1,100	\$1,100
Education		\$100	\$100	\$100	\$100	\$100
Consulting and Application Development		\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Salary - GIS Administrator	2%	\$62,226	\$63,471	\$64,740	\$66,035	\$67,355
Salary - GIS Intern	2%	\$5,400	\$5,508	\$5,618	\$5,731	\$5,845
Equipment Replacement Fund		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Total Operating Expenses		\$80,506	\$81,962	\$83,447	\$84,962	\$86,508

Operating Expense Sharing	Municipal Share	2018	2019	2020	2021	2022
Town of Pittsford	84%	\$67,625	\$68,848	\$70,096	\$71,368	\$72,666
Pittsford Central School District	8%	\$6,440	\$6,557	\$6,676	\$6,797	\$6,921
Pittsford Fire District	4%	\$3,220	\$3,278	\$3,338	\$3,398	\$3,460
Village of Pittsford	4%	\$3,220	\$3,278	\$3,338	\$3,398	\$3,460
Total Revenue		\$80,506	\$81,962	\$83,447	\$84,962	\$86,508

MEMORANDUM



To: Pittsford Town Board

From: Cheryl Fleming, Acting Personnel Director

Date: January 7, 2019

Regarding: Recommendations for Hiring/Personnel Adjustments

For Meeting On: January 15, 2019

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

Name	Department	Position	Rate	Date of Hire
Gail Sofia	REC	Rec Asst 3 PT	\$12.30	01/03/2019
Spencer Bernard	Comm Svces	Constituent Services Coord	\$39.56	01/07/2019
Catherine Downs	REC	Rec Asst 3 PT	\$13.50	01/09/2019
Sophia Niculescu	REC	Rec Asst 1 PT	\$11.10	01/14/2019

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

Name	Department	Position	Rate	Date of Hire
Gail Sofia	REC	Rec Asst 3 PT	\$12.30	01/03/2019
Spencer Bernard	Comm Svces	Constituent Services Coord	\$39.56	01/07/2019
Catherine Downs	REC	Rec Asst 3 PT	\$13.50	01/09/2019
Sophia Niculescu	REC	Asst 1 PT	\$11.10	01/14/2019

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

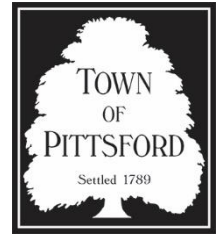
Name	Position	Reason for Change	Rate	Effective Date
Stacy Hollenbeck	Town Courier-PT	Replacement-Retiree	\$13.50	01/02/2019
Kate Prociuous	Librarian III	Replacement	\$27.77	01/21/2019

Should the Board approve the above recommendations and personnel adjustments, the following resolution is being proposed, RESOLVED, that the Town Board approves the status and salary changes for the following employee(s):

Name	Position	Reason for Change	Rate	Effective Date
Stacy Hollenbeck	Town Courier-PT	Replacement-Retiree	\$13.50	01/02/2019
Kate Prociuous	Librarian III	Replacement	\$27.77	01/21/2019

In the event the Town Board determines that the proposed action should be taken, I move that the subject Employee(s) be approved for the date of hire as indicated.

MEMORANDUM



To: Pittsford Town Board

From: Cheryl Fleming, Personnel Director
Joy Brown, Technology Director

Date: January 9, 2019

Regarding: Update to Employee Handbook

For Meeting On: January 15, 2019

This is to recommend the following changes to the Town's employee handbook and personnel rules.

Under Section 4. Time-Off Benefits, 4.3 Vacation Time, it states in the first paragraph "An employee may automatically carryover up to three (3) days of vacation/holiday time."

I propose that a change be made in the rule to allow only vacation days to be carried over, eliminating the carryover of floating holiday time. This will help eliminate a very time-consuming process at the beginning and end of each year, where manual adjustments need to be made for each employee who has a vacation and floating holiday balance. Eliminating carryover of floating holidays will allow for a simpler procedure in the Payroll system that will avoid the time-consuming and complicated manual adjustment process.

Prior to 2019, only floating holidays counted towards overtime, but vacation did not. With the recent change in policy providing that both can now apply toward overtime, eliminating the carryover of floating holidays should not be detrimental to the employee's time.

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

Resolved, that "holiday" be stricken from the sentence in section 4.3 of the Employee Handbook and Personnel Rules that reads "An employee may automatically carryover up to three (3) days of vacation/holiday time."

MEMORANDUM

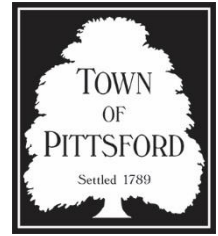
To: Town Board Members

From: Paul Schenkel - Commissioner of Public Works

Date: January 10, 2019

Regarding: Training - Sports Turf Conference and Trade Show

For Meeting On: January 15, 2019



Ladies and Gentlemen:

Jessica Neal, General Foreman from our Parks Department would like to attend the upcoming 2019 Sports Turf Conference and Trade Show. The conference will be held February 12, 2019, at the Doubletree Hotel in Henrietta. The cost of the one-day conference is \$90 per person and includes educational sessions and trade show. Funds are budgeted for this conference.