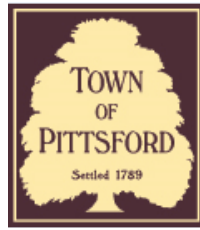


SUPERVISOR
William A. Smith, Jr.



COUNCIL MEMBERS
Kate Bohne Munzinger, Deputy Supervisor
Cathy Koshykar
Kim Taylor
Stephanie Townsend

TOWN BOARD AGENDA
Town Hall – 11 S. Main Street, Pittsford – Lower Level
Tuesday, December 20, 2022 – 6:00 PM

Call to Order

Pledge of Allegiance

Minutes

Approval of Minutes of Meeting of December 7, 2022

Legal Matters

Public Comment
2023 Howlywood, Inc. Animal Sheltering Services Agreement
2023 MRB Agreement
2023 SWBR Agreement
2023 TYLI Agreement
2023 Pittsford Volunteer Ambulance
2023 UR Employee Assistance Program Agreement
2023 Brighton Plowing Allens Creek Agreement
2023 Verizon 490 and Golf Avenue Lease Agreement
Set Public Hearing for East Rochester Northside Fire Protection District

Financial Matters

Public Comment
2023 PERMA Workers Compensation Renewal
Budget Transfers
Surplus
Vouchers

Operational Matters

Public Comment

Personnel Matters

Public Comment
Hiring Resolution

Other Business

Board Discussion: Regulation of Airbnb's; Possible Temporary Moratorium

Public Comment

Adjournment

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

Attending in Person

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

Comments:

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

Viewing from Home

1. Live

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

<https://videoplayer.telvue.com/player/FcqTLOOYMCGU6WlccUApyUL3twz4dm9V/stream/819?fullscreen=false&showtabssearch=true&autostart=true>

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

Comments:

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

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

and, in addition,

- at any time ***during*** the meeting by email to comments@townofpittsford.org
- All comments submitted should include the name and street address of the commenter. Comments from residents will be read by the Town Clerk at the appropriate point of the meeting.

2. On-Demand Video

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

<https://videoplayer.telvue.com/player/FcqTLOOYMCGU6WlccUApyUL3twz4dm9V/stream/690?fullscreen=false&showtabssearch=true&autostart=true>

Minutes of the Town Board for December 7, 2022

**DRAFT
TOWN OF PITTSFORD
TOWN BOARD
DECEMBER 7, 2022**

Proceedings of a regular meeting of the Pittsford Town Board held on Tuesday, December 7, 2022, at 6:00 P.M. local time in the Lower-Level Meeting Room of Town Hall, 11 South Main Street, in person.

PRESENT: Councilmembers Cathy Koshykar, Katherine B. Munzinger, Kim Taylor and Stephanie M. Townsend.

ABSENT: Supervisor William A. Smith, Jr.

ALSO PRESENT: Staff Members: Paul Schenkel, Commissioner of Public Works; Robert Koegel, Town Attorney; Renee McQuillen, Town Clerk; Brian Luke, Finance Director; Shelley O'Brien, Communications Director; Jessie Hollenbeck, Recreation Director; Suzanne Reddick, Assistant to the Supervisor; Spencer Bernard, Chief of Staff.

ATTENDANCE: 5 members of the public and an ASL interpreter were present.

Deputy Supervisor Munzinger called the Town Board meeting to order at 6:01 P.M. and invited all to join in the Pledge to Flag.

SUPERVISOR'S ANNOUNCEMENTS

1. Thank you to the Chamber of Commerce and Town Staff for the wonderful Candlelight Night event last night.
2. The Pittsford Rotary Club will be having a food drive this Saturday, from 9-12 at Sutherland High School. Donations of food and personal items are requested.
3. As we enter the busy holiday season, keep an eye on Town website for activities planned.
4. Today is the 81st anniversary of the bombing of Pearl Harbor. May we always remember the sacrifices made by those there that day and throughout World War II.

MINUTES OF THE NOVEMBER 9, 2022, TOWN BOARD MEETING APPROVED

A Resolution to approve the minutes of the November 9, 2022, Town Board meeting was offered by Councilmember Taylor, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend. Nays: none. Absent: Smith.

The Resolution was declared carried as follows:

RESOLVED, that the Minutes of the November 9, 2022, Town Board meeting are approved.

**LEGAL MATTERS
PUBLIC COMMENT**

APPROVAL OF ELDERBERRY EXPRESS 2023 AGREEMENT

Deputy Supervisor Munzinger commented that the 2023 agreement is for the same amount as the 2022 agreement. Councilmember Townsend asked for service data to be shared with board members when agreements are up for renewal and then made a motion to authorize the Supervisor to sign the proposed 2023 Agreement with Elderberry Express, Inc., seconded by Councilmember Taylor and voted on by board members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend. Nays: none. Absent: Smith.

Minutes of the Town Board for December 7, 2022

The Resolution was declared carried as follows:

RESOLVED, that the Town Supervisor be authorized to enter into and sign the proposed 2023 Agreement with Elderberry Express, Inc.

APPROVAL OF PITTSFORD YOUTH SERVICES 2023 AGREEMENT

Deputy Supervisor Munzinger commented that the proposed agreement increases Town funding for PYS from \$64,000 to \$66,000, consistent with the request for the year from PYS. Councilmember Koshykar made a motion to authorize the Supervisor to sign the proposed 2023 Agreement with Pittsford Youth Services, seconded by Deputy Supervisor Munzinger and voted on by board members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend. Nays: none. Absent: Smith.

FINANCIAL MATTERS

PUBLIC COMMENT

Kathy Doyle of Round Trail Drive offered a comment.

BUDGET TRANSFER APPROVED

A motion to approve the proposed budget transfer was offered by Deputy Supervisor Munzinger, seconded by Councilmember Taylor, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend. Nays: none. Absent: Smith.

The Resolution was declared carried as follows:

Be it resolved that the following are approved:

That \$5,306.00 be transferred from 1.7110.1009.1.7110 (General Fund – Parks Seasonal) to 1.7110.4203.2.20 (General Fund – Parks Water & Sewer) to cover costs.

That \$2,500.00 be transferred from 1.7110.1009.1.7110 (General Fund – Parks Seasonal) to 1.7110.4003.10.38 (General Fund – Parks Open Space Maintenance) to cover costs.

That \$2,400.00 be transferred from 1.7110.2025.2.7111 (General Fund – Parks Equipment) to 1.7110.4003.10.38 (General Fund – Parks Open Space Maintenance) to cover costs.

That 3.7410.4000.25.3 (Library – Programs) be increased by \$20,000.00 for a public speaker. The source of the funds will be Senator Brouk grant money.

That \$18,000.00 be transferred from 2.1990.4000.1.1 (General Fund – Contingency) to 2.8160.4400.601.4 (General Fund – Yard Debris) to cover costs.

PERSONNEL MATTERS

PUBLIC COMMENTS

There were no public comments.

HIRING/PERSONNEL ADJUSTMENTS APPROVED

A Resolution to approve the recommendations for new hires, status and/or salary changes was made by Councilmember Taylor, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend. Nays: none. Absent: Smith.

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

Name	Dept	Position	Rate	Date of Hire
Ivan Goettler	Recreation	Rec Assistant	\$15.00	12/08/2022

Minutes of the Town Board for December 7, 2022

Anna Young	Recreation	Rec Assistant	\$13.20	12/08/2022
Maksud Gedemenli	Recreation	Rec Assistant	\$13.20	12/08/2022
Mary Ann Burdett	Seniors	Rec Assistant	\$15.00	12/09/2022
Anthony Diorio	Recreation	Rec Assistant	\$15.00	12/10/2022
Richard Ross	Crossing	Crossing Guard–Sub	\$20.86	01/03/2023

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

Name	Dept	Position	Rate	Date of Hire
Ivan Goettler	Recreation	Rec Assistant	\$15.00	12/08/2022
Anna Young	Recreation	Rec Assistant	\$13.20	12/08/2022
Maksud Gedemenli	Recreation	Rec Assistant	\$13.20	12/08/2022
Mary Ann Burdett	Seniors	Rec Assistant	\$15.00	12/09/2022
Anthony Diorio	Recreation	Rec Assistant	\$15.00	12/10/2022
Richard Ross	Crossing	Crossing Guard–Sub	\$20.86	01/03/2023

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

Name	Position	Reason for Change	Rate	Effective Date
Alaina Pinto	CC Supv	Added Position	\$15.00	12/06/2022

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

Name	Position	Reason for Change	Rate	Effective Date
Alaina Pinto	CC Supv	Added Position	\$15.00	12/06/2022

OTHER BUSINESS

There were no items to discuss.

PUBLIC COMMENT

There were no public comments made.

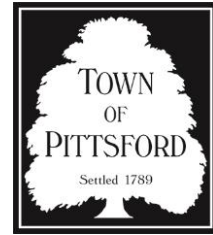
With no further business, the Deputy Supervisor adjourned the meeting at 6:14 P.M.

Respectfully submitted,

Renee McQuillen
Town Clerk

Memorandum

To: Supervisor Smith, Town Board Members
From: Carolyn J. Casey, Animal Control Officer
Date: December 13, 2022
Regarding: Animal Sheltering Services
For Meeting On: December 20, 2022



Earlier this year the Town entered into an agreement for the temporary sheltering of stray animals picked up by Animal Control with Howlywood, Inc. kennels. The contract is now up for renewal for the 2023 calendar year.

Howlywood, Inc. was established in 2013, and features kennels that are indoor/outdoor runs separated by sliding guillotine doors. This type of kennel provides safe human access to the kennel while the dog is secured in the other half, and provides enrichment stimulation as dogs can have a change of scene and fresh healthy air. Howlywood, Inc. is also able to provide for cat and small animal sheltering on the rare occasions it might be necessary. The cost for boarding is \$25.00 per day, which the Town recoups from animal owners.

I would like to recommend that the Town renew our contract, which is submitted herewith, to shelter stray animals with Howlywood, Inc. kennels for the 2023 calendar year.

Resolved, that the Town Board approve the 2023 agreement with Howlywood, Inc. for sheltering services, and authorizes the Town Supervisor to sign the agreement.

**AGREEMENT FOR SHELTERING SERVICES BETWEEN
THE TOWN OF PITTSFORD AND HOWLYWOOD, INC.**

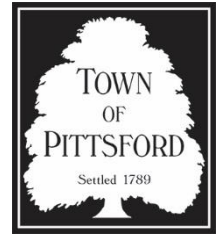
This Agreement is for animal sheltering services for the Town of Pittsford, a municipal corporation located at 11 S. Main Street, Pittsford, NY 14534 (the "Town"), provided by Howlywood, Inc., a domestic corporation located at 7856 Route 5 and 20, East Bloomfield, NY 14469 ("Howlywood").

1. This Agreement shall be effective upon signing and until December 31, 2023, unless either party terminates this Agreement, with or without cause, by giving one (1) month written notice to the other party.
2. Howlywood will provide sheltering services to the Town for animals that need to be impounded and held by the Town. The Pittsford Animal Control Officer, or an approved representative, must be present for admission.
3. Town animals sheltered by Howlywood will be provided food, water, a clean kennel, and visual checks on a regularly scheduled basis sufficient to meet the needs of the animals and New York State laws.
4. All communications with the public and/or rescue groups, etc. about Town animals will be handled through the Town only, or by authorization of the Town. This includes, but is not limited to, public inquiries to Howlywood about any Town animals, any and all photography of any Town animals, online social media postings of any Town animals, and any medical information about any Town animals.
5. Howlywood will release Town animals to the Town only, or to owner/harborers or adopters of Town animals, when the proper release forms are received by Howlywood from the Town. The physical release/pick-up of Town animals will be coordinated between the Town and Howlywood.
6. The Town reserves the right to have access to any and all Town animals to view their condition, assess their behavior, to take to a veterinarian, or to bring a veterinarian in to the facility if a health check of a Town animal is indicated.
7. Howlywood will advise the Town of conditions indicating a Town animal needs medical treatment.
8. The agreed-upon boarding fee is \$25.00 per day for each Town animal boarded.
9. The Town will be billed by Howlywood on a monthly basis with 30-day payment terms.
10. Howlywood will provide proof of general liability insurance listing the Town as an additional insured.
11. Howlywood will defend, indemnify, and hold harmless the Town from any and all claims, costs, damages, liabilities, and expenses (including reasonable attorneys' fees) for injury, death, or property damage arising out of or in any way related to Howlywood's sheltering services for the Town.


Bianca Bianchi, President Date
Howlywood, Inc. 12/8/2023

William A. Smith, Supervisor Date
Town of Pittsford

MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: December 15, 2022

Regarding: Agreement with MRB Group Engineering, Architecture and Surveying, D.P.C.

For Meeting On: December 20, 2022

Ladies and Gentleman:

For the past several years, MRB 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 2023. This year, the hourly rates for some categories of service have increased by ten to twenty dollars (one went up by \$23.00) compared to last year. While the hourly rates increased more this year than last year, they are still consistent with the rates of other engineering firms we retain, and of the marketplace in general. 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. The same is true for our other two annual engineering contracts.

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



Issued and Published Jointly by



SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form ("Short Form") is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of potential importance to the parties. Depending on the scope and complexity of the services and the project, the Owner and Engineer may be better served by using the Agreement Between Owner and Engineer for Professional Services (EJCDC® E-500, 2014 Edition), or one of the several special-purpose EJCDC professional services agreement forms.

If the Owner intends to enter into a construction contract for implementation of a design prepared under the Short Form, or otherwise associated with professional services provided under the Short Form, Owner may wish to consider using EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition, and other 2013 EJCDC Construction Series documents. The terms and provisions used in EJCDC® C-700 and the other EJCDC Construction Series documents are consistent with those used in the Short Form.

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National Society of Professional Engineers
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

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SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of [January 1, 2023] ("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 Exhibit A, which form a part of the Agreement.] ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish 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 ("Additional Services").
- B. ~~Engineer shall complete its Services within the following specific time period: If no specific time period is indicated,~~ Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

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, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) 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, and (2) 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, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

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

- A. Owner shall pay Engineer for Services 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, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. ~~The total compensation for Services and reimbursable expenses is estimated to be \$[].~~

~~2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.~~

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 are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. 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. 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 and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

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, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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 Constructor, other third-party 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 any services performed or furnished by Engineer. 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 Constructor'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 Constructor, or the safety precautions and programs

incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- 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 due and owing for all Services and Additional 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. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, 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 this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then 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 such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. 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.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

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 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal,

State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:* Appendix 1, Engineer's Standard Hourly Rates

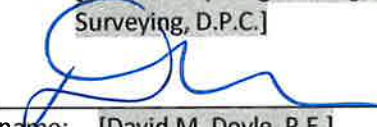
Exhibit A – Further Description of Services, Responsibilities, time and Related Matters

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

Owner: [Town of Pittsford]

Engineer: [MRB Group Engineering, Architecture, and Surveying, D.P.C.]

By: _____
Print name: _____
Title: Town Supervisor
Date Signed: _____

By: 
Print name: [David M. Doyle, P.E.]
Title: [Vice President]
Date Signed: 11/30/22

Engineer License or Firm's Certificate No. (if required):

[0014548]

State of: [New York]

Address for Owner's receipt of notices:
[11 South Main Street, Pittsford, NY 14534]

Address for Engineer's receipt of notices:
[145 Culver Road, Suite 160, Rochester, NY 14620]

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, 2023].

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 Paragraphs 2.01, 2.02, and ~~2.03~~, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

1. Hourly Rates for services performed on or after the date of the Agreement are: Per MRB Group Standard Hourly Rate Schedule, as adjusted annually as of January 1. For reference, hourly rates (2023) for those billing classes primarily applicable to the Agreement are as follows:

CATEGORY	RATE
Senior Project Manager	\$230.00
Project Manager	\$205.00
Sr. Civil Engineer	\$180.00
Civil Engineer III	\$165.00
Civil Engineer II	\$150.00
Civil Engineer I	\$135.00
Senior Technician	\$165.00
Sr. GIS Analyst	\$145.00
Sr. Design Technician	\$145.00
Design Technician I	\$85.00
Design Technician II	\$115.00
Design Technician III	\$130.00
Senior Planning Associate	\$188.00
Planning Associate	\$135.00

Appendix 1, Standard Hourly Rates Schedule.

**EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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and American Society of Civil Engineers. All rights reserved.**

EXHIBIT A
Agreement between Town of Pittsford and MRB Group
2023

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:

Engineer's Services

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity, and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
2. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction, to approve the portions of the Project to be designed or specified by Engineer.

Owner's Responsibilities

Owner shall, at its expense:

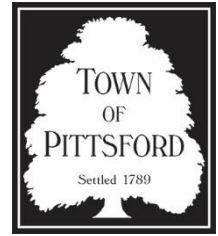
- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objective and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relevant to previous designs, construction, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- D. Owner shall be responsible for all requirements and instructions it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information provided by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

Times for Completion

- A. The term of this Agreement shall be 12 months.
- B. Engineer shall complete its obligations within a reasonable time.

MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: December 15, 2022

Regarding: Consulting Agreement with SWBR

For Meeting On: December 20, 2022

Ladies and Gentleman:

Construction of commercial 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 we 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 2023. Compared to the 2022 rates, the SWBR 2023 hourly rates for the Town of Pittsford have increased by five to ten dollars for some categories of personnel, and stayed the same for other categories. I note that these rates are in line with the rates charged by our other two retained engineering firms, and are deemed reasonable by our Public Works staff.

RESOLUTION

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



Town of Pittsford Code Consulting Services 2023 Hourly Rates

Principal	\$250.00
Sr. Structural Engineer	\$175.00
Sr. Project Managers & Designers	\$160.00
Structural Engineer	\$155.00
Project Managers & Architects II	\$145.00
Sr. Technical Coordinators	\$145.00
Project Managers & Architects I	\$130.00
Technical Coordinators / Senior Designers	\$120.00
Project Designer	\$90.00
Technical Assistants	\$80.00

Revised 11/4/22

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 “2023 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, 2023 to December 31, 2023.
- 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 choose recuse themselves from performance on a case by case basis, and the Town may require such recusal. 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

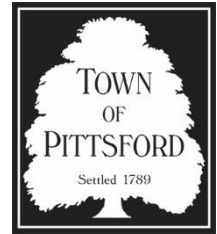
SWBR Architecture, Engineering & Landscape Architecture, P.C.

By:

David J. Beinetti, President

Date

MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: December 15, 2022

Regarding: Compliance and Engineering Services with TYLI

For Meeting On: December 20, 2022

Ladies and Gentleman:

Construction of commercial 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 2023. Most of the hourly billing rates for categories of services are unchanged, some are up a few dollars, some more are up 10 to 25 dollars, and two are up by 30 dollars. Still, rates are well in the range of other engineering consultants retained by the Town. As with our other annual engineering contracts, the Commissioner of Public Works, the Town Engineer, and the Director of Planning and Zoning have all reviewed these rates and have found them to be reasonable.

RESOLUTION

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



AGREEMENT FOR CODE COMPLIANCE AND ENGINEERING SERVICES

This is an agreement between TYLI International Engineering and Architecture, P.C., a Professional Corporation with an office at 255 East Avenue, Rochester, New York 14604 ("TYLI") and the Town of Pittsford, a municipal corporation having offices at 11 South Main Street, Pittsford, New York 14534 ("Town"), where the Town seeks to continue to engage the services of a professional third party consultant to provide the services and necessary skills 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 TYLI's Services

Section IA Code Compliance Services

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

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

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

Section IB Engineering Plan Reviews

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

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

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

Section 2 Fee

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

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

Section 3 Authorized Agents

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

Section 4 Response Time

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

- Minor Commercial Remodeling 10 full business days

- Major Commercial Construction or Remodeling 15 – 30 full business days

Section 5 Term

A. The term of this Agreement shall be from January 1, 2023 to December 31, 2023.

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

Section 6 Compliance with Laws

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

Section 7 Liability and Indemnification

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

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

C. If a claim or action is made or brought against either party, for which the other party may be responsible hereunder, in whole or in part, then that party shall be timely notified and required to handle or pay for the handling of the portion of the claim for which the party is responsible pursuant under this Agreement.

Section 8 Independent Contractor: Neither Party Deemed Agent

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

Section 9 Prohibition against Assignment or Transfer

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

Section 10 Contract Deemed Executory. Covenant by Town

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

Section 11 Extent of Agreement

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

Section 12 Law

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

Section 13 No-Waiver

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

Section 14 Severability

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

Section 15 Conflicts of Interest

In the event that either party to this Agreement, or any official, officer, director, or personnel of a party, believes that the performance by TYLI in connection with any one or more construction or development projects, or any portion of such project(s), pursuant to this Agreement may be construed as a conflict of interest (“Conflict”), such party must promptly deliver to the other party a written notice of such Conflict (a writing for purposes of the Notice may include email) (“Notice”). As used in the previous sentence, “construed as a conflict of interest” shall be interpreted broadly and shall include, without limitation, a potential conflict of interest or the appearance of a conflict of interest. Immediately after Notice is delivered, (i) TYLI shall recuse itself from any work or involvement in any construction or development project related to the Conflict and (ii) the Town shall have no obligation to pay to TYLI any fees, portion of fees, reimbursement, or compensation arising from any construction or development project related to the Conflict. Where necessary, TYLI shall make recommendations for the person or firm TYLI believes has the resources and competence to provide the services necessary for the subject project. Such person or firm, if approved by the Town, will contract for those services directly with the Town.

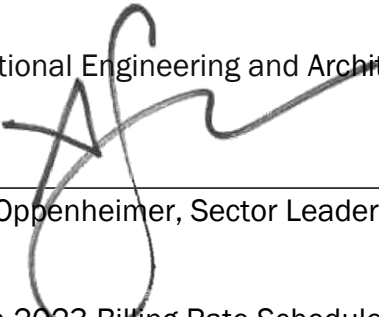
Section 16 No Minimum

The decision to assign to TYLI (or contract with TYLI for) any specific project shall be solely within the Town’s discretion. The parties agree that the Town is not obligated to direct any minimum amount of work or minimum number of projects to TYLI pursuant to this Agreement.

Town of Pittsford

By: _____
William A.Smith, Supervisor Date

TYLI International Engineering and Architecture, P.C.

By:  _____
Nat Oppenheimer, Sector Leader 11.7.2022 Date

Enc. TYLin 2023 Billing Rate Schedule
TYLin Standard Terms and Conditions



2023 HOURLY BILLING RATES - ROCHESTER

<u>TITLE</u>	<u>2023 Billing Rates</u>			
Principal	\$			295.00
Senior Project Manager	\$			210.00
Project Manager	\$			185.00
Senior Structural Engineer	\$			200.00
Senior Engineer	\$			145.00
Project Engineer	\$			135.00
Engineer	\$			115.00
Jr. Engineer	\$			100.00
Sr. Engineering Technician	\$			110.00
Engineering Technician	\$			95.00
Jr. Engineering Technician	\$			76.50
Support Staff	\$			66.00
NICET IV	\$			124.00
NICET III	\$			98.00
NICET II/I	\$			83.00
 PLANNING SERVICES				
Sr Project Manager - Planning	\$			210.00
Sr. Planner	\$			135.00
Planner	\$			85.00
 ARCHITECTURAL SERVICES				
Senior Architect	\$			175.00
Architect	\$			130.00
Senior Architectural Designer	\$			110.00
Architectural Designer	\$			90.00
 INTERIOR DESIGN				
Senior Interior Designer	\$			125.00
Interior Designer	\$			110.00
 MECHANICAL/ELECTRICAL/ PLUMBING SERVICES				
Sr. Engineer (M/E/P)	\$			175.00
Project Engineer (M/E/P)	\$			135.00
Engineer (M/E/P)	\$			112.00
Designer (M/E/P)	\$			95.00
M/E/P CADD Drafter	\$			85.00
 CODE SERVICES				
Sr. Project Manager - Codes	\$			205.00
Sr. Code Consultant	\$			133.00
Sr. Fire Safety Specialist	\$			135.00
Code Compliance Consultant	\$			125.00
 CONSTRUCTION MANAGEMENT				
Senior Construction Manager	\$			175.00
Construction Manager	\$			145.00
Permits Manager	\$			125.00
 REIMBURSABLES				
Printing Services				Cost + 10%
Messenger Services, UPS				Cost + 10%
Travel Expenses				Cost + 10%
8-1/2 x 11 prints / copies in-house	\$ 0.15	mono/	\$ 0.30	color per sheet
8-1/4 x 14 prints / copies in-house	\$ 0.20	mono/	\$ 0.40	color per sheet
11 x 17 prints / copies in-house	\$ 0.25	mono/	\$ 0.50	color per sheet
Large Format - Bond	\$ 0.50	mono/	\$ 1.00	color per square foot
Large Format - Vellum	\$ 1.00	mono/	\$ 2.00	color per square foot
Large Format - Mylar	\$ 2.00	mono/	\$ 4.00	color per square foot

TERMS AND CONDITIONS TO
LETTER AGREEMENT BETWEEN
CONSULTANT AND CLIENT
FOR PROFESSIONAL SERVICES

1. General

These Terms and Conditions, together with the executed proposal and any attachments thereto, and written modifications made after the date the proposal is executed, constitute the Professional Services Agreement (“Agreement”) between T.Y. Lin International (“CONSULTANT”) and the person or entity to whom the proposal is addressed (“Client”) to perform the scope of services (“Services”) set forth in the proposal for the project identified in the proposal (“Project”). The Agreement is the entire and integrated agreement of the parties for the Project and it may be modified only in writing.

2. Independent Contractor

CONSULTANT is an independent contractor and is not an employee, agent or partner of Client. Nothing in this Agreement establishes a fiduciary relationship between CONSULTANT and Client.

3. Performance of Services

CONSULTANT shall perform the Services in accordance with the skill and care ordinarily applied by design professionals performing similar services at the same time and in the same locality as the Project and under similar circumstances (“Standard of Care”). CONSULTANT’s will render the Services without any warranty, express or implied, regarding the quality or timeliness of the Services and Client expressly waives all such warranties.

4. Time of Performance

CONSULTANT shall perform the Services according to Client’s schedule as expeditiously as is consistent with the Standard of Care. Neither party to this Agreement will be liable to the other party for delays in performance or for direct or indirect costs resulting from delays that result from labor strikes, riots, acts of war or terrorism, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

5. Compliance with Law

CONSULTANT shall exercise the Standard of Care to comply with the requirements of all applicable codes, regulations, and current written interpretations thereof published and in effect during this Agreement.

6. Responsibility at the Project Site

CONSULTANT shall not have control over or charge of, and shall not be responsible for (a) construction means, methods, techniques, sequences or procedures, (b) safety precautions and programs in connection with work or activities at the project site, (c) acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the Project site, or (d) the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by CONSULTANT in the performance of the Services.

7. Payment

CONSULTANT will submit fee invoices monthly and payment will be due within thirty (30) days of the invoice date (“Due Date”). Invoices paid more than forty-five days after the Due Date shall accrue interest at a rate of 1% per month on the outstanding balance. All payments shall be made in US dollars. In addition to the fee, CONSULTANT will bill reimbursable expenses incurred for the Project on a direct cost basis + 10% to cover administrative costs. Without providing ten (10) days’ written notice setting forth good cause therefor, Client shall not withhold amounts from payments due. If Client fails to make payments within fifteen (15) days of the Due Date, CONSULTANT may suspend or terminate the Services, without liability to Client for delay, after providing seven (7) days’ written notice to Client and an opportunity to make payment. Before resuming performance, CONSULTANT shall be paid all sums due prior to the suspension and any expenses unavoidably incurred in suspending and resuming the Services. Following the resumption of performance, time schedules and CONSULTANT’s fee for the remaining Services shall be equitably adjusted.

8. Indemnification

To the fullest extent permitted by law, CONSULTANT and Client shall each indemnify and hold harmless (but not defend from claims) the other party, its officers, directors, and employees from any and all damages, losses, costs, and reasonable attorneys’ fees recoverable under the law (“Damages”) arising from third-party claims alleging personal injury or property damage, but only to the extent the Damages are caused by the negligent acts, errors, or omissions of the party (or its officers, employees and/or agents, contractors or consultants) from whom indemnity is sought. Neither party shall be indemnified for its own negligence.

9. Authorized Use of Deliverables

On condition that Client performs its obligations under this Agreement, including timely payment of amounts due, CONSULTANT grants to Client a non-exclusive license to reproduce the deliverables of CONSULTANT and its subconsultants including any reports, drawings, and specifications (“CONSULTANT Documents”) solely and exclusively for use in executing the Project. Any termination of this Agreement prior to the completion of the Project shall terminate this non-exclusive license. Client’s modification of any CONSULTANT Documents, or use of them on another project, without CONSULTANT’s professional involvement or written consent is at Client’s sole risk and, to the fullest extent permitted by law, Client shall indemnify and defend CONSULTANT from claims by any third party arising from such use or modification.

TERMS AND CONDITIONS TO
LETTER AGREEMENT BETWEEN
CONSULTANT AND CLIENT
FOR PROFESSIONAL SERVICES

10. Termination

Either party may terminate this Agreement for the material default of the other party to perform its obligations under this Agreement through no fault of the terminating party, but only after providing seven (7) days' written notice to the defaulting party and an additional ten (10) days to cure the default. In the event of any termination, Client shall pay to CONSULTANT all amounts due for Services satisfactorily performed prior to the date of the termination.

11. Limitation of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, and CONSULTANT's officers, directors, partners, employees, agents, and subconsultants (if any such liability exists), to Client, and to anyone claiming by, through, or under Client, for any claims, losses, costs, or damages whatsoever, arising out of, resulting from, or in any way related to the Project or Agreement from any cause or causes, including but not limited to tort, negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$50,000 whichever is greater.

12. Existing Conditions

CONSULTANT shall be permitted to rely upon the accuracy and completeness of information that Client provides regarding the Project. Unless specifically required under this Agreement, CONSULTANT shall not perform or have performed any destructive testing or open any concealed portions of Client's building(s) or site in order to ascertain its actual, but hidden, condition, and CONSULTANT shall not be responsible for costs arising from hidden conditions later discovered. Unless a duty under this Agreement, CONSULTANT shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form and Client shall defend, indemnify, and hold harmless CONSULTANT from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising from the presence, discharge, release or escape of asbestos, hazardous waste, or other contaminants at Client's site, except to the extent caused by the negligence of CONSULTANT.

13. Waiver of Consequential Damages

The Client and CONSULTANT mutually waive consequential, indirect or special damages for claims, disputes or other matters in question arising out of or relating to the Services or the Project, whether in contract or in tort, including but not limited to loss of use, loss of profit, lost opportunity costs, diminution in value, or claims for delay, impact or disruption damages made by Client or any of its contractors or subcontractors, whether or not the possibility of such damages had been disclosed to the other party in advance or could have been reasonably foreseen by such other party. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

14. No Personal Liability

This Agreement does not create and shall not be deemed to create or permit any personal liability or obligation on the part of any owner, shareholder, officer, director, employee, agent or representative of either party. Each party agrees that any claim arising under or related to the Project shall be made only against the corporate legal entity of CONSULTANT or Client.

15. No Third Party Rights

Nothing in this Agreement shall be construed to give any person or entity other than Client and CONSULTANT any legal or equitable right, remedy, or claim under this Agreement.

16. Severability

If any of these Terms and Conditions are adjudicated in a court of competent jurisdiction and determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect, and remain binding upon the parties.

17. Assignment

Neither CONSULTANT nor the Client shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigning party from any duty or responsibility under this Agreement.

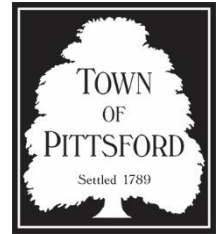
18. Survival

These Terms and Conditions shall survive the completion of CONSULTANT's Services on the Project and the termination of the Agreement for any cause.

19. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State in which the Project is located.

MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: December 15, 2022

Regarding: Pittsford Volunteer Ambulance contract

For Meeting On: December 20, 2022

Ladies and Gentleman:

Over the years, the Town has entered into a series of contracts with Pittsford Volunteer Ambulance, Inc. (“PVA”), under which PVA provides ambulance services to Town residents and the Town turns over the tax revenues from a special ambulance tax district to PVA. Generally, these contracts have been renewed with few changes every five years.

Attached please find a copy of a proposed Agreement with Pittsford Volunteer Ambulance, Inc. This draft Agreement follows the format of the current Agreement, with the following changes:

1. The entire proceeds of the special ambulance tax district levy, which will be turned over by the Town to PVA, will not exceed the allowable levy growth factor established by the Office of the New York State Comptroller in connection with the New York State Property Tax Cap.
2. The new term of the Agreement is proposed to commence 1/1/23 and run through 12/31/27, but remains able to be cancelled, with notice.

If the proposed Agreement is acceptable, you may adopt the following resolution:

RESOLVED, that Town Board of the Town of Pittsford authorizes the Town Supervisor to enter into and sign the attached Agreement with Pittsford Volunteer Ambulance, Inc.

**Emergency Ambulance Service Agreement Between
The Town of Pittsford and Pittsford Volunteer Ambulance, Inc.**

This Agreement, is made effective as of the 1st day of January, 2023, between THE TOWN OF PITTSFORD, a municipal corporation located in the County of Monroe, State of New York (hereinafter “Town”), and the PITTSFORD VOLUNTEER AMBULANCE, INC., a not-for-profit New York corporation (hereinafter “PVA”).

WHEREAS, the Town desires to ensure and financially support continuing emergency, community-based ambulance service to all residents of the Town of Pittsford Ambulance District (hereinafter “District”) which District encompasses all premises within the boundaries of the Town, including the Village of Pittsford; and

WHEREAS, the Town has established a Special Ambulance Tax District for the purpose of providing financial support for such ambulance service to residents of the District; and

WHEREAS, PVA is an independent contractor duly authorized to render emergency ambulance service; and

WHEREAS, PVA is willing to provide such emergency ambulance service to all residents of the District; and

WHEREAS, the parties to this Agreement have previously entered into prior agreements, which are intended to be superceded by this Agreement.

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

1. PVA agrees to furnish all equipment and personnel to provide adequate and safe transportation of ill or injured persons within the District to the appropriate hospital or medical facility, and to provide emergency medical aid in connection therewith, as required in the circumstances and in accordance with good and accepted volunteer ambulance standards as defined by the New York State Law.
2. The Town agrees to engage PVA as the sole provider of the service specified in paragraph “1” above during the term of this Agreement and to make payments to PVA, as follows:
 - a. PVA will submit to the Town, not later than September 20th of each year, its proposed operating and capital budgets, by line item, for the forthcoming

fiscal year, including a line item for the proposed Special Ambulance Tax District levy and request for monies, together with narrative explanation and supporting data.

b. Based upon each such budget submission, the Town will establish an appropriate Special Ambulance Tax District levy and will make payment to PVA, on or before April 30th of the relevant year for which the PVA proposed budget, referenced in subparagraph (a) above, is to apply, of the entirety of the proceeds of such tax levy amount; provided, however, that the appropriate Special Ambulance Tax District levy established by the Town will not exceed the allowable levy growth factor established by the Office of the New York State Comptroller in connection with the New York State Property Tax Cap.

c. The parties agree that such Special Ambulance Tax District levy is intended to cover and reimburse PVA for the difference between its budgeted received revenue and its budgeted expenses. Such difference would reflect, among other things, the facts and circumstances set forth in paragraph 3 below.

3. During the term of this Agreement, residents of the Town (who shall be defined for purposes of this Agreement as individuals who pay taxes to the Town and individuals lawfully residing in the households of such taxpayers) who utilize the services of PVA shall not be directly charged any fee by PVA, except: (a) to the extent that a resident, as defined above, maintains medical insurance or participates in another third party payor plan or program (private or governmental) including an employer's self-insurance plan or to the extent that a resident qualifies for government aid, such as Medicaid, PVA may submit a claim to such insurance, plan or program for payment of fees related to services to such resident by PVA. PVA shall be entitled to any and all proceeds received, either by PVA or such resident, as a result of such claims; and (b) to the extent that a resident of the Town does not maintain medical insurance and has not qualified for governmental aid, such resident will be financially responsible for the charges related to PVA's services.
4. It is understood between the parties hereto that the Town shall not be held responsible for the actions of PVA and that PVA will defend, indemnify and hold

harmless the Town from any and all claims or other legal actions against the Town occasioned by reason of PVA's actions or failures to act. The Town shall be named as additional insured on PVA's Comprehensive General Liability insurance policy and PVA's Medical Malpractice insurance policy. Such policies shall have limits of no less than Five Million Dollars (\$5,000,000).

5. PVA further agrees to:
 - a. Continue its annual Fundraising Drive; and
 - b. To maintain adequate financial records, to be audited annually by a Certified Public Accountant, such audit to be submitted to the Town upon completion, together with an annual report.
6. This Agreement shall continue in effect until December 31, 2027. However, either party may cancel this Agreement by written notice to the other on or before October 1 that it elects to terminate the Agreement effective December 31 of that year after such notice.

IN WITNESS WHEREOF, the Town has caused its corporate seal to be affixed and both Parties have caused this Agreement to be signed by their duly authorized officers effective on the date first above written.

TOWN OF PITTSFORD

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

Attest:

Renee M. McQuillen, Town Clerk

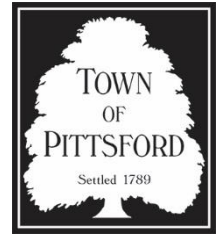
PITTSFORD VOLUNTEER AMBULANCE, INC.

By: _____
Jeffrey J. Baker, President

Attest:

Paul Petrino, Secretary

MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: December 15, 2022

Regarding: UR Medicine EAP Agreement

For Meeting On: December 20, 2022

Over recent years, the Town has entered into a biennial professional services agreement with the University of Rochester Medical Faculty Group, on behalf of the Department of Psychiatry, to receive the benefits of the University's Employee Assistance Program ("UR Medicine EAP").

For a set annual base fee, the UR Medicine EAP assists the Town in updating its written policy for referrals to the EAP, assumes responsibility for the promotion of the program, provides training for Town personnel for making appropriate referrals to the EAP, provides orientation sessions on the EAP for all covered employees, provides Town employees and their immediate family members with assessment and short-term supportive interventions of up to five sessions, provides three Critical Incident Responses (CIRs), provides Town employees and their family members with up to five sessions of assessment and referral and short-term supportive interventions, and makes available emergency coverage (24 hours/7 days a week) by a mental health professional via a pager to manage crisis-related problems.

This year, the annual base fee is \$2,530.00 (or \$5,060.00 for two years), based on a rate of 110 employees x \$23.00. This is slightly higher than last year's base fee of \$2,419.92, which was computed on 110 employees x \$22.00.

The UR Medicine EAP also offers a series of wellness programs, on specific subjects such as dealing with change, conflict resolution skills, effective communication skills, coping with relationships, food and mood, diabetes and mental health, substance abuse, dealing with difficult people, depression, and self-esteem. Three one-hour programs are offered under the base fee, and additional programs are billed at a rate of \$250/hour, the same rate as last year. Additional program development and presentations are billed at \$500/hour, the same rate as last year. The EAP will also respond to all additional CIR requests at a rate of \$200 per hour, the same rate as last year.

A copy of the proposed UR Medicine EAP agreement, which will run from February 1, 2023 to January 31, 2025, is attached.

RESOLUTION

I move that the Town Supervisor be authorized to execute the biennial UR Medicine EAP agreement with the University of Rochester Medical Faculty Group and the Department of Psychiatry for the benefits of the UR Medicine EAP.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this ____ day of December 2022 by and between, **Town of Pittsford, 11 South Main Street, Pittsford, NY 14534** as plan sponsor and on behalf of its EAP program, hereinafter known as “**Town of Pittsford**” and the University of Rochester Medical Faculty Group, a division of the University of Rochester, on behalf of the Department of Psychiatry, providing services through its Employee Assistance Program, located at 179 Sully’s Trail Ste 200, Pittsford, NY 14534, hereinafter known as “UR Medicine EAP”.

WITNESSETH:

WHEREAS, Town of Pittsford desires to secure the professional services of UR Medicine EAP to provide Employee Assistance Program (EAP) services for employees of **Town of Pittsford**; and

WHEREAS, UR Medicine EAP has the necessary equipment, personnel, and expertise to perform EAP services; and

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties do covenant and agree as follows:

The Department of Psychiatry has an established employee assistance program (EAP) as a separate and distinct program. This program is comprised of a specialized clinical and administrative team who will provide a confidential setting to address the needs of all employees and immediate family members (those living in the household) of the covered employees of **Town of Pittsford**.

Section 1. DESCRIPTION OF SERVICES

UR Medicine EAP, upon the commencement date specified in Section 2 below, shall perform in a professional manner to the reasonable satisfaction of **Town of Pittsford** all of the services required below or reasonably required in order to carry out the services set forth herein:

A. The services provided may be conducted at UR Medicine EAP facilities, or other locations as determined by UR Medicine EAP.

B. UR Medicine EAP will assist and advise **Town of Pittsford** in updating its written policy for referrals to the EAP, which will include procedures to be utilized by supervisory personnel to identify, contact, evaluate and refer employees to the EAP.

C. UR Medicine EAP agrees to assume responsibility for the promotion of the program, including various brochures and posters. Included in the promotional activities are posters, program brochures, and informational sessions for both supervisory personnel and the general employee population. UR Medicine EAP will also provide information about EAP services at staff meetings and other sessions as requested by **Town of Pittsford**. **Town of Pittsford** agrees that all documents and promotional materials of UR Medicine EAP are the exclusive property of UR Medicine EAP and **Town of Pittsford** shall not reproduce or summarize the contents by any method whatsoever without first obtaining specific written approval from UR Medicine EAP.

D. UR Medicine EAP agrees to provide training for supervisors and managerial personnel to assist them in making appropriate referrals to the EAP. Training will include, but not be limited to, an instructional session on the program's objectives utilizing appropriate audiovisual materials, review and discussion of **Town of Pittsford's** policy and referral procedure, and any specific follow-up as may be requested by an individual supervisor. This supervisory/managerial training will be scheduled at times and locations that are approved in advance by **Town of Pittsford**. UR Medicine EAP agrees to provide supervisory training sessions annually for new supervisory personnel and as a refresher for existing staff.

E. UR Medicine EAP agrees to provide orientation sessions on the EAP for all covered employees. These employee orientation sessions will be scheduled at times and locations that are approved in advance by **Town of Pittsford**. UR Medicine EAP agrees to provide one (1) subsequent employee orientation session for new employees each year and to provide, upon requested by **Town of Pittsford**, one (1) follow-up session each year to update all employees on the program.

F. UR Medicine EAP offers a series of wellness programs, which address individual issues that can affect the workplace. Such programs include: Compassion Fatigue, Conflict Resolution Skills, Coping with Work and Family Stress, Dealing with Difficult People, Depression, Developing Resiliency While Moving through Change, Effective Communication Skills, Ensuring Wellness in a Public Health Crisis, Food and Mood, Mindfulness and Meditation, Physical Activity and Mood, Rethinking Work Life Balance, When Substance Abuse Comes to Work, and Self-Esteem. Please see our website: www.urmc.rochester.edu/eap/workshops.aspx for the most updated list of workshops. **Three (3)** one-hour programs will be offered at the **Town of Pittsford's** site under this contract. Additional programs will be billed at a rate of **\$250/hour**. **Additional program development and presentations will be billed at \$500.00/hour.**

G. UR Medicine EAP agrees to provide **(3) three Critical Incident Responses (CIR)** under this contract. A CIR response is a structured intervention to an event, which caused, or has the potential to cause, unusually strong emotional reactions that ultimately may interfere with an individual or group of individual's ability to function in his/her/their work role. **UR Medicine EAP will respond to all additional CIR requests at a rate of \$200.00 per hour.**

H. UR Medicine EAP agrees to provide **Town of Pittsford** employees and their immediate family members with assessment and referral and short-term supportive interventions of up to **five (5) sessions**. These interventions will be without charge to the employee or his/her family. If long-term counseling (**greater than five (5) sessions**) is required, the employee may be required to pay for services provided by the agency to which the employee is referred. UR Medicine EAP agrees to refer employees to agencies that are qualified to handle the employee's problems, and wherever feasible, to refer an employee to an agency whose fees will be covered by the employee's health insurance. Assessment, referral, and short-term interventions are intended to address the following issues: alcohol and substance abuse, mental and emotional difficulties, and personal problems such as marital and family difficulties, employment concerns, and stress caused by legal, financial, and credit problems.

I. UR Medicine EAP agrees to provide emergency coverage (24 hours/7 days a week) by a mental health professional via pager service to manage crisis related problems. This service will be discussed during all informational sessions conducted by UR Medicine EAP.

J. UR Medicine EAP agrees that its staff and the staff of any sub-contractor or any other entity referenced under this agreement shall possess the necessary qualifications, licenses, and training to perform the services to be provided under this contract.

K. UR Medicine EAP agrees to maintain the privacy, security and confidentiality of all information, including all medical records, charts, and related information, transmitted, received through or maintained in connection with the services provided pursuant to this Agreement, in accordance with (i) all applicable statutes and regulations, including without limitation, the applicable requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, Title II, Subtitle F, and regulations from time to time promulgated thereunder (“HIPAA”) and (ii) the protocols, rules, policies and other requirements of UR Medicine EAP and any accrediting agencies, licensors and authorities that are applicable to UR Medicine EAP. All records, charts and related information developed in connection with this Agreement shall remain the property of UR Medicine EAP. The parties agree to execute the Business Associate Agreement, attached hereto as Exhibit A and incorporated by reference to this Agreement.

L. UR Medicine EAP agrees to provide regular service reports on client utilization. Follow-up information compiled from participant evaluations of the program and its services will accompany the service reports. In no case will this information infringe on the confidentiality of the participant’s records.

M. UR Medicine EAP agrees to administer a consumer satisfaction survey at a mutually agreed upon time following the commencement date of the contract. The survey results will be shared with **Town of Pittsford**.

N. This agreement cannot be assigned or transferred without prior written approval and may only be modified or amended upon the written consent of both parties. Any attempt to assign this agreement without the prior written consent of the other party shall be void.

O. UR Medicine EAP agrees that it will maintain adequate books, accounts and records relating to its performance under this contract for inspection by **Town of Pittsford** during reasonable business hours. The confidentiality of the identity of those persons referred will at all times be maintained by UR Medicine EAP. Books, accounts and records will be made available in a form that best protects that confidentiality.

Section 2. **TERM AND TERMINATION**

This agreement shall remain in effect for a **2 year term and commence on February 1, 2023 and terminate on January 31, 2025**.

This agreement may be terminated under any of the following circumstances:

a. Either party may terminate this Agreement without cause upon 60 days prior written notice to the other party;

b. Either party may terminate this Agreement for cause upon 30 days prior notice to the other party if the noticed party fails to fulfill any of its material obligations and responsibilities under this Agreement. The termination notice shall include the specifics of the other party's alleged default and specify the termination date. Failure to cure such default within the 30-day notice period shall result in an automatic termination of this Agreement.

Termination shall not relieve the either party of its obligations accruing prior to the termination date.

Section 3. **FEE**

The **Town of Pittsford** agrees to pay UR Medicine EAP a sum of \$2,530.00 annually [**based on 110 employees x \$23.00**], **\$5,060.00 for the two-year period**, which will be paid by **Town of Pittsford** to UR Medicine EAP in twenty-four (24) **installment(s)** of \$210.83 each, with the first installment due on the first day of the contract and monthly thereafter.

Additional Services pursuant to Sections 1.F and 1.G shall be billed monthly in arrears and paid by **Town of Pittsford** within 30 days of the invoice date. If the **Town of Pittsford** is required to provide any EAP benefits to former employees and their families under COBRA, such services shall be billed at a rate mutually agreed upon by the parties.

Failure to pay within the 30-day grace period will result in a 3% late payment charge on the remaining balance, which shall be assessed every 30 days.

Payment should be made to **URMC Department of Psychiatry** and mailed to **URMFG Business Office, 601 Elmwood Avenue, Box 888, Rochester, NY 14642.**

Section 4. **INDEMNIFICATION AND OBLIGATION TO COMPLY WITH LEGAL REQUIREMENTS**

Both parties agree to indemnify and hold each other harmless from any claims, losses, damages, judgements, penalties, fees, or settlements, (including reasonable legal fees) arising from or relating to any acts and/or omissions constituting gross negligence or intentional wrong doing on their part, or on the part of their officers, agents, or employees in the performance of their respective obligations pursuant to this Agreement.

Section 5. **EQUAL OPPORTUNITY**

Both parties are committed to equal opportunity for all persons regardless of race, religion, color, age, sex, handicap, national origin, marital status, disabled veteran, or Vietnam veteran status.

This constitutes the entire agreement.

IN WITNESS THEREOF, the parties have duly executed this Agreement on the date first written above.

Town of Pittsford

BY: _____

William Smith Jr.

Town Supervisor

**DEPARTMENT OF PSYCHIATRY
UNIVERSITY OF ROCHESTER**

BY: _____

Ann Cornell, PsyD

Director, UR Medicine EAP

BY: _____

Hochang Benjamin Lee, MD

Chair, Department of Psychiatry

**UNIVERSITY OF ROCHESTER
MEDICAL FACULTY GROUP**

BY: _____

Michael Rotondo, MD

CEO UR Medical Faculty Group

Taxpayer Id. No.: 16-0743209

Exhibit A

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between **Town of Pittsford, 11 South Main Street, Pittsford, NY 14534**, as plan sponsor and on behalf of its EAP program (“Covered Entity”) and University of Rochester Medical Faculty Group (“University” or “Business Associate”), and is effective as of the date when Business Associate first performs services for University as described in Section 1 hereof.

1. BACKGROUND AND PURPOSE. Covered Entity has retained Business Associate to provide certain services for Covered Entity as described in a Services Agreement with an effective date of **February 1, 2023** (the “Engagement”). (first date of term) The Engagement requires Business Associate to be provided with, to have access to, to create, to maintain, and/or to transmit Protected Health Information (“PHI”) that is subject to the Health Insurance Portability and Accountability Act, 42 U.S.C. §1320d (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act of 2009, 42 U.S.C. §17901 (“HITECH”), and the federal privacy and security regulations issued pursuant to HIPAA and HITECH and codified at Title 45 Parts 160 and 164 of the Code of Federal Regulations, as may be amended from time to time. HIPAA, HITECH, and the regulations issued thereunder from time to time are collectively referred to herein as the “Rules”. Covered Entity hereby acknowledges that it is a Covered Entity and Business Associate acknowledges that it is a Business Associate of Covered Entity.

This Agreement will govern Business Associate’s receipt, use, creation, maintenance, disclosure and transmission of PHI pursuant to the Engagement. If there is a written contract between the parties pertaining to the Engagement, then this Agreement will supplement such contract only as required to permit Covered Entity to comply with the Rules.

2. Definitions. Unless otherwise defined in this Agreement, all capitalized terms used in this Agreement have the meanings ascribed to them in the Rules.

3. OBLIGATIONS OF THE PARTIES WITH RESPECT TO PHI.

3.1 Obligations of Business Associate. Business Associate agrees that it will:

- a. Use or further Disclose PHI only as permitted or required by this Agreement or as Required By Law;
- b. Implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of ePHI it creates, receives, maintains or transmits on behalf of Covered Entity;
- c. Request, Use, and Disclose the minimum amount of PHI necessary to accomplish the intended purpose of the Use, Disclosure or request;

- d. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement;
- e. Promptly report to Covered Entity any Use or Disclosure of PHI that is not permitted by this Agreement of which it becomes aware, including but not limited to breaches of unsecured PHI, and any Security Incident of which Business Associate becomes aware. For purposes of this reporting requirement, the term "Security Incident" will not include inconsequential incidents that occur on a daily basis, such as scans, pings, or other unsuccessful attempts to penetrate computer networks or servers containing electronic PHI maintained by Business Associate;
- f. Ensure that all subcontractors and agents of Business Associate that create, receive, maintain, or transmit PHI on behalf of Covered Entity or Business Associate agree, in writing, to essentially the same restrictions, conditions and requirements on the Use and/or Disclosure of PHI that apply to Business Associate with respect to such information, and to implement reasonable and appropriate safeguards to protect such PHI, including but not limited to monitoring subcontractor compliance;
- g. On behalf of Covered Entity, make available PHI in a designated record set to the individual or the individual's designee as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- h. On behalf of Covered Entity, receive and address requests for amendment(s) to PHI in a designated record pursuant to 45 CFR 164.526, and take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- i. On behalf of Covered Entity, maintain and make available the information required to provide an accounting of disclosures to the individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- j. Make its internal practices, policies, procedures, books and records relating to the Use and Disclosure of PHI available to the Secretary of Health and Human Services ("Secretary"), in the reasonable time and manner specified by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Rules;
- k. Use appropriate safeguards, and comply with the Security Standards for the Protection of Electronic PHI (ePHI) set forth in Subpart C of 45 CFR Part 164, to prevent Use or Disclosure of PHI other than as provided for by this Agreement.
- l. To the extent that the scope of the engagement includes carrying out Covered Entity's obligations to establish and implement Security Standards for the Protection of Electronic PHI (ePHI) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such work;
- m. Comply with the following Breach notification and follow-up provisions:

- i. Business Associate will promptly notify Covered Entity of any Breach of Unsecured PHI after Business Associate's discovery of such event.
- ii. Business Associate will provide a follow-up report to Covered Entity in writing within fifteen (15) days of its discovery of the event, including the following information: (a) the date of the Breach; (b) the date of discovery of the Breach; (c) a description of the types of PHI involved; (d) identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed; and (e) any other details necessary to complete an assessment of the risk of harm to the affected individual(s).
- iii. If Business Associate is unable to provide a complete written follow-up report within fifteen (15) days of discovery of the Breach despite its reasonable efforts and due to circumstances beyond its control, it will notify Covered Entity, and provide as much of the information as it can within the fifteen (15) day timeframe. In such event, the complete follow-up report must be provided to Covered Entity in writing within thirty (30) days of discovery of the Breach.
- iv. Business Associate will cooperate in Covered Entity's risk assessment to determine whether notification of Breach is required; and otherwise take all steps requested by Covered Entity to comply and to assist Covered Entity in complying with statutory and regulatory Breach notification requirements.
- v. Covered Entity will be responsible for notifying affected individuals, the Secretary of HHS, and the media of any Breach, as required by HITECH, and Business Associate will not take any such actions except at the express written request of Covered Entity.
- vi. Business Associate will investigate the Breach, mitigate losses, and protect against future Breaches of a similar nature, and will provide a written report to Covered Entity describing its investigation, conclusions, and processes implemented to avoid future Breaches within a reasonable timeframe.

3.2 Permitted Uses and Disclosures of PHI by Business Associate. Except as otherwise specified in this Agreement, Business Associate may:

- a. Use and Disclose the PHI as reasonably necessary to perform its obligations under the Engagement, provided that such Use or Disclosure would not violate the Rules if done by Covered Entity;
- b. Use the PHI in its possession for Business Associate's proper management and administration and to carry out its legal responsibilities;
- c. Disclose the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to carry out its legal responsibilities, provided that: (i) the Disclosures are Required By Law; or (ii) Business Associate obtains reasonable assurances from the third party, in writing, that the PHI

will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and the third party agrees to notify Business Associate of any instances of which it becomes aware in which the confidentiality of the PHI has been breached; and

- d. If the Engagement includes Business Associate's provision of data aggregation services to Covered Entity, Business Associate may use and aggregate the PHI for purposes of providing such services to Covered Entity. Use of the PHI for any other data aggregation without the written permission of Covered Entity is prohibited.

3.3 Obligations of Business Associate Under HITECH. Business Associate acknowledges that HITECH, and its implementing regulations as currently in effect and as promulgated or amended from time to time, impose certain obligations on Business Associate related to security and privacy of Protected Health Information. Business Associate hereby agrees to comply with such laws, regulations, and standards. Such requirements include, but are not limited to, the implementation of Administrative, Physical and Technical Safeguards with respect to Electronic PHI in the same manner that such provisions relate to Covered Entities, and additional limitations on the Use and Disclosure of PHI by Business Associates.

3.4 Obligations of Covered Entity. Covered Entity agrees to timely notify Business Associate of any arrangements between Covered Entity and the Individual that is the subject of PHI that may reasonably affect or restrict the Use and/or Disclosure of that PHI by Business Associate under this Agreement.

3.5 Effect of Changes to the Rule. The parties agree to take such action as is necessary to amend this Agreement from time to time as necessary for Covered Entity to comply with the Rules.

4. TERM AND TERMINATION.

4.1 Term; Termination without Cause. This Agreement will continue to be in effect until the Engagement terminates or expires and all PHI obtained from Covered Entity, or created or obtained by Business Associate on behalf of Covered Entity, is destroyed (which, for electronic PHI, will mean deleting all electronic PHI in accordance with HITECH's standards), or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with Section 4.3 of this Agreement.

4.2 Termination for Cause. In the event of a material breach of this Agreement by Business Associate, Covered Entity may at any time thereafter, and in its sole discretion, either:

- a. Notify Business Associate of the breach in writing, providing an opportunity for Business Associate to cure the breach, and terminate this Agreement and the Engagement if Business Associate does not cure the breach within the time specified by Covered Entity in such notice; or
- b. Immediately terminate this Agreement and the Engagement on written notice to Business Associate.

4.3 Return or Destruction of PHI. Within thirty (30) days of the termination of the Engagement or this Agreement, Business Associate will destroy all PHI obtained from Covered Entity or created or obtained by Business Associate on behalf of Covered Entity with respect to the Engagement (which, for electronic PHI will mean deleting all electronic PHI in accordance with HITECH standards), including such PHI in the possession of Business Associate's subcontractors and agents, and if feasible, retain no copies. If Business Associate considers return or destruction of the PHI infeasible, Business Associate will notify Covered Entity of the conditions that make return or destruction infeasible, and if Covered Entity agrees that such return or destruction is infeasible, Business Associate may retain the PHI provided that it will extend all protections contained in this Agreement to its Use and/or Disclosure of any retained PHI, and limit any further Uses and/or Disclosures to the purposes that make the return or destruction of the PHI infeasible.

5. MISCELLANEOUS.

5.1 Interpretation. Any ambiguity in this Agreement will be resolved to permit Covered Entity to comply with the Rules. The terms of this Agreement will prevail in the case of any conflict in such terms with the terms of the Engagement, to the extent necessary to allow Covered Entity to comply with the Rules.

5.2 Other Confidentiality Laws. The parties acknowledge that this Agreement is intended to supplement any and all other federal and state laws and regulations that impose obligations to maintain the confidentiality of PHI. Nothing in this Agreement will be construed to require or permit Business Associate to Use or Disclose PHI without a written authorization from an Individual or an Individual's authorized representative, where such authorization would be required under the applicable state laws or regulations for such Use or Disclosure.

5.3 Survival. Notwithstanding any other provision of this Agreement or the Engagement to the contrary, the terms of this Agreement will survive its termination and continue indefinitely solely with respect to PHI Business Associate retains in accordance with this Agreement.

5.4 No Third Party Beneficiaries. Nothing in this Agreement will confer any rights, remedies, obligations, or liabilities whatsoever upon any person or entity other than the parties hereto and their respective successors or assigns.

5.5 No Waiver. The waiver of any breach or default hereunder by either party will not operate or be construed as a waiver of any repetition of such breach or default or of any other breach or default.

5.6 Governing Law; Jurisdiction. This Agreement will be governed by the laws of the State of New York (excluding the choice of law rules thereof). The venue for any action to interpret or enforce this Agreement will be Monroe County, New York.

5.7 Notice. All notices and other communications given or made pursuant hereto will be in writing and will be given (and will be deemed to have been duly given upon receipt) by delivery in person, by facsimile, by registered or certified mail (postage prepaid, return

receipt requested), or by a nationally recognized courier service to the parties at the following addresses or, if sent by facsimile, to the parties at the facsimile numbers specified below, or to such other address and numbers as a party has furnished to the other by notice given in accordance with this Section 5.7.

To: Business Associate:
UR Medicine EAP
179 Sully's Trail Ste 200
Attention: Director, EAP

Pittsford, New York 14534

With a copy to:
Chief Privacy Officer
University of Rochester
601 Elmwood Avenue, Box 700
Rochester, New York 14642
Fax number: (585) 784-6163

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

IN WITNESS WHEREOF, each of the undersigned parties has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative

Town of Pittsford

**UNIVERSITY OF ROCHESTER
MEDICAL FACULTY GROUP**

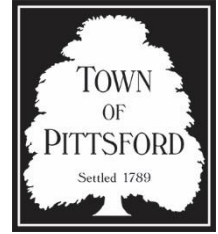
By: _____
William Smith Jr.
Town Supervisor

By: _____
Michael Rotondo, M.D.
CEO UR Medical Faculty Group

Date: _____

Date: _____

MEMORANDUM



To: Pittsford Town Board

From: Paul Schenkel - Commissioner of Public Works

Date: December 15, 2022

Regarding: Agreement with Town of Brighton for Snow and Ice Control on Allens Creek Road

For Meeting On: December 20, 2022

Ladies and Gentlemen:

Each year the Town of Pittsford enters into an intermunicipal agreement with the Town of Brighton to provide snow and ice control for the section of Allens Creek Road in the Town of Pittsford (0.83 mile). I am recommending, as well as my counterpart in the Town of Brighton that we switch to a 5 year agreement

Attached is a copy of the agreement for your review. The Town of Brighton will provide snow and ice control for a lump sum amount of \$6,425.86. The amount is calculated using rates from the Monroe County Department of Transportation. This agreement amount is up from \$5,831.52 for last season.

Based on my review, I recommend the Town Board authorize the Town Supervisor to execute the Snow and Ice Control Intermunicipal Agreement with the Town of Brighton for Allens Creek Road for the next 5 winter seasons

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

Resolved, the Town Board accepts the recommendation of the Commissioner of Public Works and authorizes the Town Supervisor to execute the Snow and Ice Control Intermunicipal Agreement with the Town of Brighton for Allens Creek Road for the next 5 winter seasons.

**Agreement Renewal for Snow and Ice Control
on Allens Creek Road**

**2022/2023 through the 2026/2027
Snow Season**

This Agreement is made, pursuant to General Municipal Law Section 119-o, between the Town of Brighton, a municipal corporation having offices at Town Hall, 2300 Elmwood Avenue, Rochester, New York, 14618, and the Town of Pittsford, a municipal corporation having offices at Town Hall, 11 South Main Street, Pittsford, New York, 14534.

WITNESSETH:

WHEREAS, the parties desire to renew the 2022/2023 through the 2026/2027 agreement for the provision of snow and ice control services, and

WHEREAS, Brighton authorized renewal of such an agreement at a Town Board meeting on _____, 202_.

WHEREAS, Pittsford authorized such an agreement at a Town Board meeting on _____, 202_.

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

1. The highway, on which services are to be performed, is Allens Creek Road from the Brighton town line located just east of Whitestone Lane to the Brighton town line located just west of Brookside Drive, the approximate length being 0.83 miles.
2. The services to be provided by Brighton are: (a) application of salt and abrasives, (b) snow plowing, including winging back, and c) correction of damage to lawns and mailboxes which is the direct result of snow removal operations. The services are more fully defined in the Agreement for the provision of snow and ice control services Monroe County and the respective Towns ("Agreement"), which, only to the extent that it describes the services to be provided, is incorporated herein by reference.
3. The level of service to be provided by Brighton is that equal to the treatment afforded to the County's roads, as defined in the Agreement for the provision of snow and ice control services Monroe County.
4. In consideration of the services by Brighton, Pittsford will pay Brighton a lump sum equal to the product of the length of the road segment times the average, per-two-lane-mile reimbursement to Brighton from Monroe County for the 2022/2023 through the 2026/2027 season. This will be a lump sum payment (subject to any adjustments made by the County), and will be due and payable in February, of each season.
5. The initial term of this agreement shall be from November 1, 2022 until April 30, 2027. This agreement may be extended thereafter by the mutual agreement of the parties.

6. The Town of Pittsford hereby covenants and agrees to indemnify, defend and hold harmless the Town of Brighton, including its officers., agents and employees, from and against any and all claims, liabilities, obligations, damages., losses and expenses, whether contingent or otherwise, including reasonable attorneys' fees and costs of defense, incurred by Brighton as a result of the performance of services under this agreement, excepting only those resulting from the negligence, omission, breach, fault or intentional misconduct of the Town of Brighton in the conduct of the work under this agreement.

7. 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.

8. 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 have duly executed this Agreement on the _____day of _____, 202_

TOWN OF PITTSFORD

BY:_____

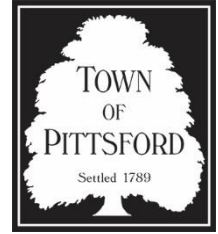
William A. Smith, Supervisor

TOWN OF BRIGHTON

BY:_____

William W. Moehle, Supervisor

MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: December 15, 2022

Regarding: Verizon 490 & Golf Ave. lease

For Meeting On: December 20, 2022

Verizon would like to lease a portion of the Town's highway department property located on Golf Avenue near Rt. 490 to build a new cell tower. This proposed new tower is part of larger plan, proposed to the Town by Verizon in November 2021, to improve cellular telephone and data service in various areas of the Town by the installation of new facilities.

Submitted herewith is a proposed lease between Verizon and the Town for a $\frac{1}{4}$ acre parcel of the Town highway department property. The lease would have an initial term of 5 years, with 4 automatic extensions of 5-year terms, for an overall term of 25 years. The annual rent would be \$20,400.00, with an annual increase of 2% over the rent of the immediately preceding lease year. Verizon would indemnify the Town from all claims arising out of its use of the leased premises and maintain liability insurance covering the Town. At the end of the lease, Verizon would remove its communications equipment from the site. These terms are similar to those terms found in leases between Verizon and other municipalities in our region.

Please note that this lease would only give Verizon the right to occupy a small area of the highway garage property and to install a cell tower with related communications equipment. The size and appearance of any such cell tower, along with many other aspects of its installation and operation, would be regulated by the Planning Board, carrying out the provisions of our Town Code with respect to telecommunications facilities located within the Town.

If the Town wishes to enter into this lease, I suggest the following resolution.

RESOLUTION

I move that the Town enter into a land lease agreement with Verizon Wireless in the form submitted herewith for the installation of telecommunications equipment on the Town's highway garage property, and that the Supervisor be authorized to execute such agreement.

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this ___ day of _____, 202___, between **TOWN OF PITTSFORD**, with its principal offices located at 11 South Main Street, Pittsford, New York 14534, hereinafter designated LESSOR and **BELL ATLANTIC MOBILE SYSTEMS LLC** d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate the Improvements (defined in Section 7 below) upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 60 Golf Avenue, Town of Pittsford, County of Monroe, State of New York, tax map number 151.15-2-34 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The leased premises (the "Premises") are a portion of the Property and are approximately 10,000 square feet (0.23±acres), and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE shall survey the Premises at its expense. Upon completion, the survey shall replace Exhibit "B" in its entirety.
2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment. The parties agree to acknowledge the Commencement Date in writing.
3. **EXTENSIONS.** This Agreement shall automatically be extended for 4 additional 5 year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".
4. **RENTAL.**
 - a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$20,400.00, to be paid in equal monthly installments of \$1,700.00 on the first day of the month, in advance, to LESSOR or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment may not be delivered by LESSEE until 90 days after the Commencement Date, though it shall accrue as of the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSEE shall pay LESSOR, within ninety (90) days of full execution of this Agreement, a one-time signing bonus, as additional rent, in the sum of \$2,000.00.

- b. LESSOR hereby agrees to provide to LESSEE a completed, current version of Internal Revenue Service Form W-9, or equivalent. Should LESSOR convey the Property to a third-party, LESSOR's successor in interest will provide LESSEE with (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE may not deliver rental payments for up to 90 days after the requested documentation has been received by LESSEE.
 - c. During the initial 5 year term and each additional 5 year term, as of each anniversary of the Commencement Date, rent shall increase by 2% of the rent for the immediately preceding lease year.
5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a 20 foot wide right-of-way and 10 foot wide utility easement (together the "Easement"), which shall be depicted on Exhibit "B" and the survey which shall replace it. LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the support services provider the right to install such services on, through, over and/or under the Property, provided the location of such services does not interfere with LESSOR's operations on the Property, as reasonably determined by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).
6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Improvements clean and free of debris and otherwise in "as is" condition.
7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing, screening and other improvements (collectively, the "Improvements") shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE, provided the Improvements shall comply with all Governmental Approvals by Government Entities (as defined in Section 8), including but not limited to, one or more of LESSOR's land use boards. LESSEE shall have the right to replace, repair, add or otherwise modify its Improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the Improvements are listed on any exhibit, as allowed and approved by Government Entities, including but not limited to, one or more of LESSOR's land use boards. Notwithstanding the foregoing, the Parties recognize and agree that neither LESSEE nor any of its assignees or successors shall extend the height of the tower above that height as initially established by one or more of LESSOR's land use boards.
8. GOVERNMENT APPROVALS. LESSEE's use of the Improvements is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may

be required by any Federal, State or Local authorities (collectively, the "Government Entities"), as well as satisfactory soil boring tests, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's use of the Improvements. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals, and acknowledges, consents to and joins in any application for Government Approvals and authorizes LESSEE to execute any documents required in furtherance of such applications. LESSOR shall take no action which would adversely affect the status of the Property with respect to LESSEE's proposed Improvements. Notwithstanding the foregoing, the Parties recognize and agree that LESSOR, acting through one or more of its land use boards, is one of the Government Entities which must approve LESSEE's use of the Premises for its Improvements, and that the exercise of LESSOR's independent judgment acting in its government capacity to approve, approve with conditions, or disapprove LESSEE's application to install, maintain, and operate the Improvements shall not be a violation of this Paragraph.

9. **TERMINATION.** LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion. Lessee's termination of this Agreement shall not relieve Lessee of its obligations to pay rent and taxes as accrued until such termination, nor in any way limit any remedies LESSOR may have under this Agreement for a default by LESSEE existing at the time of any such termination.
10. **INDEMNIFICATION.** Subject to Paragraph 11, LESSEE, and/or any successor and/or assignee thereof, shall indemnify and hold harmless LESSOR against any and all claims of liability or loss from personal injury or property damage resulting from or arising out of the use of the Premises by LESSEE, and/or any successor and/or assignee thereof, and its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents. All indemnification obligations shall survive the termination or expiration of this Agreement.
11. **INSURANCE.** LESSEE will maintain at its own expense (i) commercial general liability insurance with limits of \$2,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property and \$2,000,000 general aggregate; (ii) commercial auto liability insurance in an amount of \$1,000,000 combined single limit each accident for bodily injury and property damage covering all owned, non-owned and hired automobiles; and (iii) workers compensation insurance providing the statutory benefits and Employer's Liability with limits \$1,000,000 each accident/disease/policy limit. LESSEE will include LESSOR as an additional insured as their interest may appear under this Agreement on the commercial general liability and auto liability policies and shall furnish certificates of insurance and blanket additional insured endorsements as proof of such insurance. LESSOR will maintain at its own expense commercial general liability insurance with limits not less than \$1,000,000 for injury to and death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include LESSEE as an additional insured on the commercial general liability policy and upon request, furnish

proof of such insurance by providing LESSEE with a certificate of insurance. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. LIMITATION OF LIABILITY. Intentionally deleted.

13. INTERFERENCE.

- a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSOR. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.
- b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 621-2622) or to LESSOR at (585-248-6251), the interfering party shall, or shall require any other user to, reduce power or cease operations of the interfering equipment until the interference is cured.
- c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination of this Lease, LESSEE shall remove LESSEE's communications equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent in accordance with Paragraph 15 herein.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. If LESSEE holds over after expiration or earlier termination of the Term of this Lease in order to complete removal of its Improvements, then this Agreement shall continue on a month to month basis at the then existing monthly rental rate or the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. RIGHT OF FIRST REFUSAL. Intentionally deleted.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement

whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.
19. ASSIGNMENT. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion, but any such sublease shall be subject to the provisions of this Agreement and shall be binding upon the successors and assigns of the respective Parties hereto.
20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Town of Pittsford
 11 South Main Street
 Pittsford, New York 14534
 Attention: William A. Smith, Jr.

LESSEE: Bell Atlantic Mobile Systems LLC

 d/b/a Verizon Wireless
 180 Washington Valley Road
 Bedminster, New Jersey 07921
 Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Intentionally deleted.

22. DEFAULT.

- a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days

in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

- b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of New York.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. The Parties recognize that LESSEE is only leasing a small portion of the Property (specifically, the "Premises") and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some of the hazardous substances or materials (such as asbestos, lead containing materials or soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and materially impairs LESSEE's use of the Premises, rent shall abate in proportion to the degree to which LESSEE's use of

the Premise is impaired until LESSEE'S use is restored. If LESSEE's use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. Intentionally deleted.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises

28. TAXES.

(a). LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or other charges owed on the Property which is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of LESSEE's Improvements, and any sales tax imposed on the rent (except to the extent the LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located). LESSEE shall reasonably endeavor, with LESSOR's reasonable cooperation, to obtain a separate tax parcel number from the assessor for the Town of Pittsford for purposes of billing LESSEE directly for real estate taxes in connection with its facility and its use of the Premises. If LESSOR receives a copy of any notice or assessment relating to personal property, real property estate taxes, assessments, or charges for which LESSEE is responsible, it shall promptly forward same to LESSEE.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any taxes previously paid by LESSEE to LESSOR, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

29. NON-DISCLOSURE. Intentionally deleted.

30. MOST FAVORED LESSEE. Intentionally deleted.

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between LESSOR and LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall

have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer.

32. TEMPORARY EASEMENT. LESSOR hereby grants LESSEE a temporary easement (the "Temporary Easement") to encumber a portion of the Property, all as shown on Exhibit "B" hereto (the "Temporary Easement Area"). The Parties acknowledge and agree that the Temporary Easement shall be for the purpose of clearing any rocks, dirt, brush, trees or other vegetation, grading, excavation, and storing materials (including, without limitation, excavated soil and equipment) in order to allow for the construction and installation of LESSEE's communications facility as described herein. The Temporary Easement shall terminate upon completion of the construction and installation of LESSEE's communications facility and LESSEE shall return the Temporary Easement Area to as good a condition as is reasonably practicable considering the clearing and grading that is to be performed by LESSEE.

[Signature page follows. The remainder of this page is intentionally blank.]

SITE NAME: 490 AND GOLF
SITE NUMBER: 592753
ATTY/DATE: NP/December 2022

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals on the dates below, effective the day and year first above written.

LESSOR:

TOWN OF PITTSFORD

By: _____

Name: _____

Its: _____

Date: _____

LESSEE:

BELL ATLANTIC MOBILE SYSTEMS LLC

d/b/a Verizon Wireless

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT "A"

A PORTION OF THE PROPERTY DESCRIBED BELOW:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Pittsford, County of Monroe, and State of New York, being a part of Lot No. 26 and more particularly described as follows: Beginning at an iron pipe two hundred twenty-five (225) feet east of the northeast corner of a parcel of land conveyed by John G. and Lavinia M. Beer to William E. and Tessie G.R. Beer by deed dated November 8, 1915 and recorded in Monroe County Clerk's Office in Liber 979 of Deeds at page 11, said iron pipe being on the southerly line of the Cemetery property, formerly the Arthur E. Davis property; thence (1) southerly on a line at right angles to the southerly line of the said Cemetery property, three hundred thirty-two and twelve one-hundredths (332.12) feet to an iron pipe on the northerly line of Golf Avenue; thence (2) easterly along the northerly line of Golf Avenue, twenty-nine and ninety-two one-hundredths (29.92) feet to an iron pipe; thence (3) southerly on a line making an angle in the southwest quadrant of eighty-eight (88) degrees, forty-nine and fifty-three one-hundredths (49.53) feet to an iron pipe on the northerly line of the West Shore Railroad property; thence (4) easterly along the northerly line of said railroad, sixteen hundred fifty-nine and nine-tenths (1659.9) feet; thence (5) northerly on a line at right angles to preceding line and along the westerly line of said Railroad, twenty (20) feet; thence (6) easterly on a line at right angles to preceding line and along the northerly line of said Railroad, one hundred ninety-four (194) feet to the easterly line of the Beer Farm and the westerly line of land formerly owned by Horace Webster; thence (7) northerly along the easterly line of the Beer farm seventy-nine and five-tenths (79.5) feet to the northerly line of the Beer farm and the southerly line of the Cemetery property; thence (8) westerly along the northerly line of the Beer farm, eighteen hundred sixty-five and fourteen one-hundredths (1865.14) feet to the place of beginning. Also all right and title that the first parties may have to the land adjoining the above described parcel of land, part or all of which may be included within the limits of Golf Avenue and described as follows: Beginning at an iron pipe at a point where the westerly line of the above described parcel of land and described at No. 1 above, intersects the northerly line of Golf Avenue; thence easterly along the northerly line of Golf Avenue twenty-nine and ninety-two one-hundredths (29.92) feet to an iron pipe; thence southerly on a line making an angle in the southwest quadrant of eighty-eight (88) degrees, forty-nine and fifty-three one-hundredths (49.53) feet to an iron pipe on the northerly line of West Shore Railroad Property; thence westerly along the northerly line of said Railroad property to a point on line with the westerly line of the property described in course No. 1 above; thence northerly along said line to the place of beginning.

The foregoing described premises are shown on a map of a part of the William and Tessie G. Beer property, dated February 14, 1946, made by R. Edward Gaskin and filed in the Office of the Clerk of Monroe County on the 21st day of March, 1946.

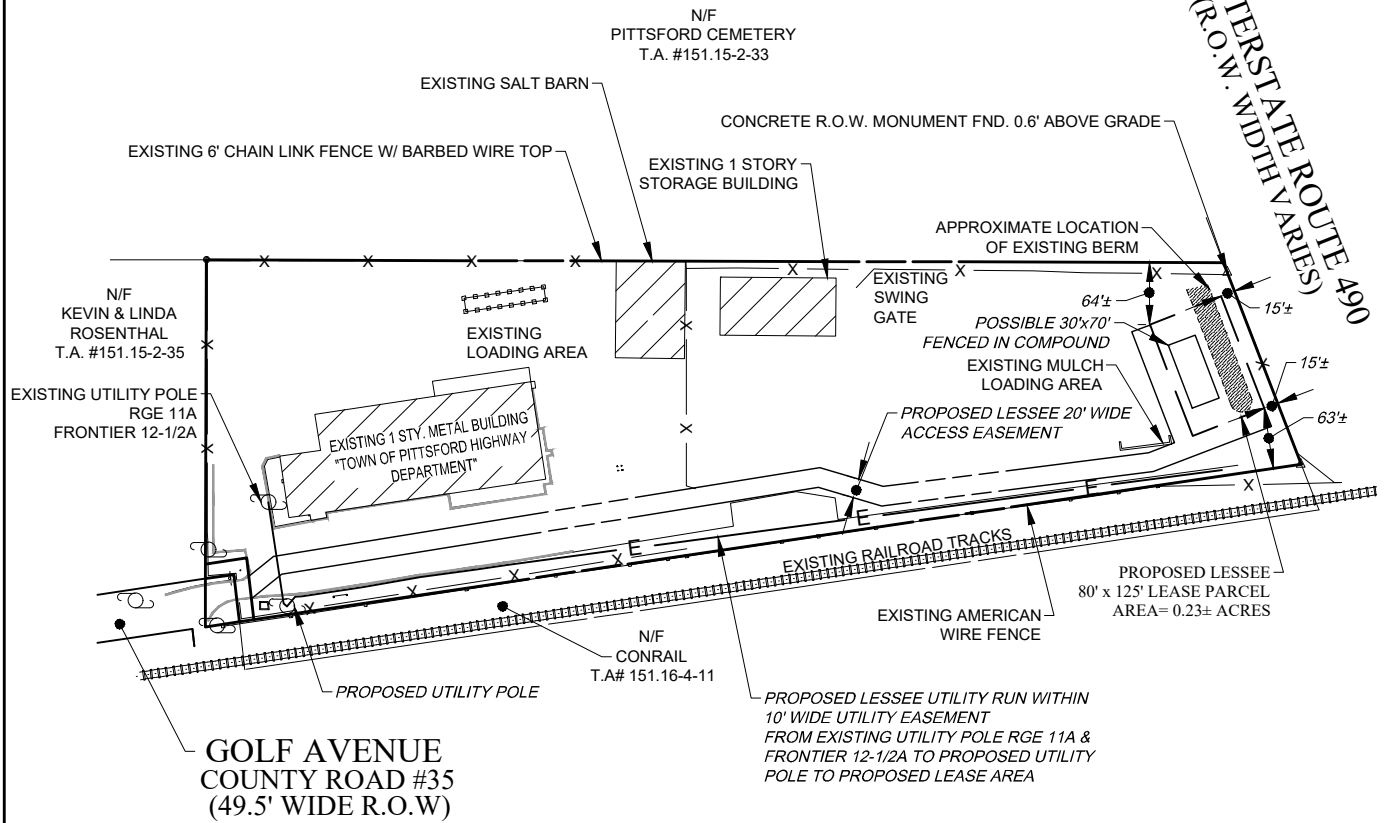
EXCEPTING Appropriations recorded in Liber 2902 of Deeds, pages 337 and 338.

ALSO EXCEPTING PREMISES recorded in Liber 3085 of Deeds page 1.

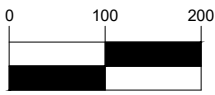
SITE NAME: 490 AND GOLF
SITE NUMBER: 592753
ATTY/DATE: NP/December 2022

EXHIBIT "B"
SITE PLAN OF THE PREMISES

[Attached]



GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

NOTES:

- LESSOR SHALL GRANT THE NECESSARY LEASE PARCEL; INGRESS/ EGRESS AND UTILITY CABLING EASEMENTS FOR THE PROPOSED LESSEE WIRELESS TELECOMMUNICATIONS FACILITY. THIS SITE LAYOUT (LEASE PARCEL AND EASEMENT LOCATIONS) MAY BE SUBJECT TO CHANGE BY MUTUAL OF BOTH PARTIES (LESSEE & LESSOR) AS REQUIRED AS A RESULT OF THE ZONING APPROVAL PROCESS.

TOWER OWNER:
VERIZON WIRELESS: P/N: 20192073613 L/C: 592753

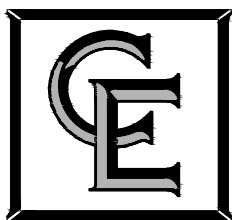
PROPERTY ADDRESS:
60 GOLF AVENUE
PITTSFORD, NY 14534
PROPERTY OWNER:
TOWN OF PITTSFORD
11 S. MAIN STREET
PITTSFORD, NY 14534

DATE: 04/23/2021	SCALE: 1" = 200'
REV1: 04/26/2021	REV3: 05/04/2021
REV2: 04/28/2021	REV4: 09/16/2021

OWNER APPROVAL

SIGNATURE

DATE



**COSTICH
ENGINEERING**

- CIVIL ENGINEERING
- LAND SURVEYING
- LANDSCAPE ARCHITECTURE

217 LAKE AVENUE
ROCHESTER, NY 14608
(585) 458-3020

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COSTICH ENGINEERING, D.P.C.

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, LAND SURVEYOR, ARCHITECT OR LANDSCAPE ARCHITECT, TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY. ANY LICENSEE WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX HIS/HER SEAL AND THE NOTATION "ALTERED BY", FOLLOWED BY HIS/HER SIGNATURE AND SPECIFIC DESCRIPTION OF THE ALTERATION, TO THE DOCUMENT.

TITLE OF PROJECT

490 & GOLF

**TOWN OF PITTSFORD
COUNTY OF MONROE
STATE OF NEW YORK**

TITLE OF DRAWING

SCHEMATIC EXHIBIT "A"

C.E. JOB NUMBER

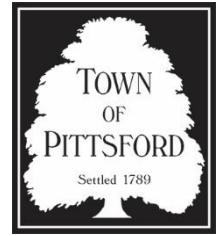
7714.01

SHEET NUMBER

LE001

1 of 2

MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: December 15, 2022

Regarding: Northside Fire Protection District Agreement

For Meeting On: December 20, 2022

Ladies and Gentleman:

Attached is a copy of the proposed “Northside Fire Protection District Agreement” with East Rochester. This is a renewal of an arrangement we have had with East Rochester since 1958, through which East Rochester provides fire protection services to an area of the Town known as the “Northside Fire Protection District,” which covers properties known as 882 – 966 Linden Avenue (excepting 958, 960 and 962 Linden Avenue) and properties known as 324 – 365 North Washington Street.

The terms of the proposed Agreement, which would be in effect for 5 years, provide that the Town make annual payments to East Rochester, in accordance with the equalization schedule which is attached to the Agreement as part of Schedule A. The Town’s cost for 2023 is \$20,797.00. Adjustments are made each succeeding year to reflect annual budgetary submissions.

New York State Town Law Section 184 requires a public hearing be held, prior to approving a fire protection services contract.

RESOLUTION

I move that a Public Hearing be set for January 17, 2023 at 6:00 pm, local time, to consider approval of the proposed “Northside Fire Protection District Agreement” with the Town/Village of East Rochester.

NORTHSIDE FIRE PROTECTION DISTRICT AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 2023, by and between the TOWN OF PITTSFORD, County of Monroe, New York (“Pittsford”), and the TOWN/VILLAGE OF EAST ROCHESTER, County of Monroe, New York (“East Rochester”).

WITNESSETH:

WHEREAS, there has been duly established in Pittsford, a Fire Protection District known as the NORTHSIDE FIRE PROTECTION DISTRICT (the “District”), embracing territory in Pittsford, and outside East Rochester, and not included in any other fire protection district; and

WHEREAS, the District is fully described in a certain Resolution establishing it, adopted by the Town Board of Pittsford on November 5, 1958 and includes properties known as 882 – 966 Linden Avenue (excepting 958, 960 and 962 Linden Avenue) and properties known as 324 – 365 North Washington Street; and

WHEREAS, East Rochester currently provides and intends to continue to provide fire protection services to residents in the Town of Pittsford, under terms and conditions contained in an Agreement similar to the within Agreement; and

WHEREAS, after a duly held public hearing Pittsford was authorized to contract with East Rochester for fire protection to the District upon terms and conditions as hereinafter provided; and

WHEREAS, this Agreement has been duly authorized by the Trustees of East Rochester and the Town Board of Pittsford,

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed as follows:

1. The Fire Department of East Rochester (the “Department”) shall at all times during the term of this Agreement be subject to call for attendance upon any fire occurring in the District and when notified by alarm, telephone call or otherwise, of a fire within the District, the Department shall respond to and attend upon the fire without delay providing suitable ladders, pumping, hoses and other appurtenances of the Department. Upon arriving at the fire the firemen of the Department shall proceed diligently and in all reasonable ways to extinguish the fire and to preserve life and property in connection therewith.

2. East Rochester and the Department and the individual fire companies and the firemen thereof shall not be liable to Pittsford nor to the District, nor to the individual property owners thereof, nor to any other person for failure of the Department to respond promptly and with sufficient proper equipment to calls for assistance, except in those cases in which damages occurred, or were caused in

whole or in part by the negligence of East Rochester, the Department, the individual fire companies or the firemen thereof.

3. East Rochester shall hold Pittsford harmless and insure against any and all claims authorized by law for medical expense, lost wages, compensation, benefits or other claims arising by reason of the injury to or death of a fireman, or a member of the Department's Emergency Relief Squad, a Fire Police Squad, or a Fire Patrol, sustained while answering, attending upon or returning from any such call in the District, including any and all liability which might be imposed upon East Rochester or the District or Pittsford by any provision of law.

4. East Rochester shall file with Pittsford a Certificate of such insurance with endorsements from qualified insurance companies specifying the extension of coverage to East Rochester to cover operations in the District and naming Pittsford as an additional insured.

5. In consideration of East Rochester, through its Department, furnishing aid and the use of its apparatus to Pittsford, Pittsford shall pay to East Rochester, for 2023, the sum of \$ 20,797.00 which has been computed in accordance with the "Village of East Rochester Fire Department Budget" and "Equalization of Fire District Costs for 2023" attached hereto as, collectively, "Schedule A." Such payment shall be made, by Pittsford, on or before June 30, 2023.

6. Commencing with 2024, the within Agreement may be renewed annually by the parties, subject to the provisions of Paragraph 9 hereof, such renewal to be confirmed by an amendment of the amount to be paid by Pittsford, to East Rochester, in accordance with the following procedure:

(a) In the event that East Rochester elects to renew this Agreement, on or before August 1st of the year preceding such renewal, East Rochester shall compute and prepare "Budget" and "Equalization of Fire District Costs" Schedules as to the cost per thousand of assessed valuation for all properties receiving services in the Towns of Pittsford and Perinton and the Town/Village of East Rochester, together with the total proposed cost to each municipality to provide coverage. Such Schedules shall be computed and prepared utilizing a similar format and methodology as appear on "Schedule A" to this Agreement.

(b) East Rochester shall forward such Schedules to Pittsford, to be received by Pittsford on or before August 1st of such year preceding renewal. In the further event that Pittsford also elects to renew this Agreement, it shall forward to East Rochester, on or before August 20th of such year preceding renewal, written confirmation of its acceptance of the foregoing Schedules. In the event of renewal, Pittsford shall make payment to East Rochester, in the amount reflected as

the "Proposed Cost to Municipality to Provide Coverage" for Pittsford on such Schedule, on or before June 30th of the renewal year.

7. All sums of money to be paid pursuant to this Agreement shall be a charge against the District and collected by Pittsford with the collection of its taxes.

8. Members of the Department, while engaged in the performance of their duties while answering, attending upon, or returning from any call provided for in this Agreement, shall have the same rights, privileges and immunities as if performing their duties within East Rochester.

9. This Agreement shall be effective January 1, 2023, and shall continue for a period of one (1) year, subject to the renewals provided for in Paragraph 6 hereof. This Agreement, and all renewals thereof, shall, in any event, expire on December 31, 2027.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first set forth above.

TOWN OF PITTSFORD

By:

William A. Smith, Jr., Supervisor

ATTEST:

Renee McQuillen
Town Clerk of the Town of Pittsford

TOWN/VILLAGE OF EAST ROCHESTER

By:

John Alfieri, Mayor

ATTEST:

Shelby E. Simmons
Shelby E. Simmons
Clerk of the Town/Village of East Rochester

Pursuant to New York General Municipal Law Section 209-d, the East Rochester Fire Department hereby consents to the above-described Agreement.

EAST ROCHESTER FIRE DEPARTMENT

By: _____
President

ATTEST:

Secretary, East Rochester Fire Department

Schedule A

Fire Department Budget 2022-2023

A3410.0

<u>A3410.1 Personal Services</u>	<u>\$10,244</u>
<u>A3410.2 Equipment</u>	<u>\$16,600</u>
<u>A3410.201 Capital Outlay</u>	<u>\$ -</u>
<u>A3410.4 Contractual Expense</u>	<u>\$201,356</u>
<u>A3410.470 Uniforms</u>	<u>\$33,800</u>
<u>Total:</u>	<u>\$262,000</u>
<u>A9045.8 Life Insurance</u>	<u>\$22,000</u>
<u>Total:</u>	<u>\$22,000</u>
<u>A9710.6 Serial Bond (princ)</u>	<u>\$45,000</u>
<u>A9710.7 Serial Bond (int)</u>	<u>\$1,516</u>
<u>A9730.6 Bond Antic Note (prin)</u>	<u>\$255,000</u>
<u>A9730.7 Bond Antic Note (int)</u>	<u>\$5,671</u>
<u>Fire Truck BAN issue in May 2023(int)</u>	<u>\$14,455</u>
<u>Total:</u>	<u>\$321,641</u>
<u>Total:</u>	<u>\$605,641</u>

EQUALIZATION OF FIRE DISTRICT COSTS FOR 2023

<u>MUNICIPALITY</u>	<u>ASSESSED VALUE OF AREA COVERED WITHIN EACH MUNICIPALITY</u>	<u>PROPOSED COST TO MUNICIPALITY TO PROVIDE COVERAGE</u>	<u>PROPOSED COST TO TAXPAYER PER M. ASSESSED VALUE</u>
EAST ROCHESTER	\$ 322,004,630	\$ 414,922	\$ 1.2886
PITTSFORD	\$ 16,139,888	\$ 20,797	\$ 1.2886
PERINTON	\$ 131,870,487	\$ 169,923	\$ 1.2886
TOTAL	\$ 470,015,005	\$ 605,642	\$ 1.2886

COMMENTS:

1. Based on a total assessed valuation of \$470,015,005 each municipality will contribute \$1.2886/1000 of assessed value in order to fund total operating expenses of \$605,642.
2. East Rochester's cost for 2023 will be \$414,922.
3. Pittsford's cost for 2023 will be \$20,797.
4. Perinton's cost for 2023 will be \$169,923.
5. Fire district fees will be updated annually based on total assessed value and the cost of providing service.

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE, that a public hearing will be held by the Town Board of the Town of Pittsford, New York, at the Town Hall, 11 South Main Street, Pittsford, New York, on the 17th day of January, 2023, at 6:00 o'clock P.M., Local Time, on the proposal to enter into an Agreement with the Town/Village of East Rochester, to be known as the "Northside Fire Protection District Agreement", through which the Town/Village of East Rochester would continue to provide fire protection services to a specified area of the Town of Pittsford, which includes properties known as 882 – 966 Linden Avenue (excepting 958, 960 and 962 Linden Avenue) and properties known as 324 – 365 North Washington Street, for a period of five (5) years and for a specified fee. The specific language contained in proposed Agreement is available for review in the Town Clerk's Office.

The aforesaid public hearing is required to be held pursuant to Section 184 of New York State Town Law.

Dated: December 20, 2022

Renee M. McQuillen
Town Clerk
Town of Pittsford

MEMORANDUM

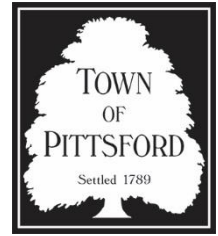
To: Pittsford Town Board

From: Brian Luke, Director of Finance

Date: December 14, 2022

Regarding: PERMA Workers Compensation Insurance

For Meeting On: December 20, 2022



The Town currently engages Public Employer Risk Management Association (PERMA) to provide Workers Compensation insurance. The current policy will expire on January 1, 2023. I recommend that the Town continue its relationship with PERMA and sign the insurance renewal document for coverage effective January 2, 2023.

Be it resolved, the Town Supervisor is authorized to sign the policy renewal with PERMA for Workers Compensation insurance.

Town of Pittsford

PERMA – Premium History

	Premium	Assessment	Total
2018	\$334,636	\$17,880	\$352,516
2019	\$351,366	\$17,310	\$368,676
2020	\$333,794	\$17,133	\$350,927
2021	\$283,397	\$16,770	\$300,167
2022	\$283,395	\$14,785	\$298,180

PERMA - Proposed 1 year plan 2023

2023	\$272,952	\$14,330	\$287,282
------	-----------	----------	-----------

PERMA – Proposed 2 year plan 2023

2023	\$264,763	\$14,330	\$279,093
2024	Premium for year 2024 is predicated on year #1 (2023) loss history (see attached)		

Multiple Year Contract Option
Workers Compensation and Employers Liability Pricing Indication

Quote Date: December 5, 2022

Quotation For:

Broker of Record:

Town of Pittsford 11 South Main Street Pittsford, NY 14534	Christopher Williams Agency, Inc. 26 South Main Street, PO Box 449 Pittsford, NY 14534
--	--

Dear Broker,

In addition to the standard, single year offer provided, we are pleased to offer the following two-year contract option for the Town of Pittsford:

2 Year Contract Option

Annual Contribution 1/1/2023-1/1/2024:	\$264,763
NYS Workers' Compensation Assessment:	\$ 14,330
Total Estimated Contribution & Assessment:	\$279,093
2% credit on Total Contribution, if pay in full:	\$ (5,295)
Total Estimated Contribution & Assessment, if pay in full:	\$273,798

Contribution 1/1/2024 - 1/1/2025

Year Two Cost- excluding NYS Workers' Compensation Assessment (see terms and conditions):

- **\$248,877** (If the Loss Ratio in year one is equal to or less than 10%)
- **\$256,820** (If the Loss Ratio in year one is between 10% up to 30%)
- **\$264,763** (If the Loss Ratio in year one is between 30% up to 50%)
- **\$280,649** (If the Loss Ratio in year one is greater than 50%)

We would estimate the NYS Workers' Compensation Assessment of **\$15,047 for budgeting purposes for the 1/1/2024-1/1/2025 Year-see Terms and Conditions below. Actual rates for next years' assessment will not be known until 10/1/2023**

Terms and Conditions

- If the Member seeks to terminate the agreement prior to 1/1/2025 a short-rate penalty will apply to a total contribution of \$545,412.
- A payroll audit will be performed, however, this is only to verify that the exposure estimates are accurate for coding and excess insurance purposes – A change in contribution will NOT be processed.
- The contribution for Year Two of the contract will depend on the resulting loss experience from 1/1/2023–11/30/2023. For purposes of this calculation, Loss Ratio is defined as incurred losses divided by earned contribution as of 11/30/2023.
- In addition to the Year Two contribution indicated above, the member is responsible for the applicable NYS Workers Compensation Board (WCB) Assessments. PERMA is required to collect this on behalf of the WCB and pass through the monies to the WCB when invoiced. WCB additionally may audit the related payrolls quarterly and adjust the billing as needed.

This is a quotation only and is not a binder or a guarantee of coverage.

Jennifer K. Bromada

12/5/2022

12/15/22

Budget Transfers

Be it resolved that the following are approved:

That \$6,480.76 be transferred from 4.5140.1000.12.4 (Highway – Mowing) to 4.5130.1000.53.4 (Highway – Mechanics) to cover costs.

That \$2,000.00 be transferred from 4.5142.1000.52.4 (Highway – Dispatching) to 4.5130.1000.53.4 (Highway - Mechanics) to cover costs.

That \$3,500.00 be transferred from 1.1430.1009.1.1 (General Fund – Personnel) to 1.3120.1000.2.1 (General Fund – Crossing Guards) to cover costs.

That \$10,000.00 be transferred from 2.3620.1000.17.1 (General Fund – Safety Inspection) to 2.8020.1000.18.1 (General Fund – Planning & Zoning) to cover costs.

That \$2,500.00 be transferred from 1.1355.1000.1.1 (General Fund – Assessor) to 1.2620.1000.1.2620 (General Fund – Building Maintenance) to cover costs.

That \$2,500.00 be transferred from 1.1355.1000.1.1 (General Fund – Assessor) to 1.1680.1000.1.2 (General Fund – Technology) to cover costs.

That \$12,000.00 be transferred from 4.9060.8000.50.4 (Highway – Health Insurance) to 4.5142.1000.2.4 (Highway – Snow Removal) to cover costs.

That \$4,500.00 be transferred from 3.7410.4001.1.3 (Library – Copier) to 3.7410.2002.1.3 (Library – Office Equipment) to purchase furniture.

That \$2,699.00 be transferred from 3.7410.4407.27.3 (Library – Technology) to 3.7410.2002.1.3 (Library – Office Equipment) to purchase furniture.

That \$187.49 be transferred from 3.7410.4601.1.3 (Library – Postage) to 3.7410.2002.1.3 (Library – Office Equipment) to purchase furniture.

That 3.7410.4000.25.3 (Library – Programs) be increased by \$5,000.00 for a public speaker. This will be funded by the Friends of the Pittsford Community Library.

That \$1,044.11 be transferred from 1.1989.2001.3.2 (WT – I.T. Replacement Schedule) to 1.9950.9000.1.1 (WT – Transfer to Capital) and that these funds then be transferred to the Whole Town Office Equipment Capital Reserve.

That \$10,610.02 be transferred from 1.1989.2002.1.1 (WT – Office Equipment Replacement Schedule) to 1.9950.9000.1.1 (WT – Transfer to Capital) and that these funds then be transferred to the Whole Town Office Equipment Capital Reserve.

That \$47.82 be transferred from 2.1989.2002.1.1 (PT – Office Equipment Replacement Schedule) to 2.9950.9000.1.1 (PT – Transfer to Capital) and that these funds then be transferred to the Part Town Office Equipment Capital Reserve.

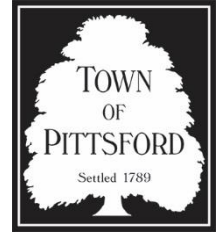
That \$100,300.00 be transferred from 2.1989.2003.0602.0004 (PT – Fleet Replacement Schedule) to 2.9950.9000.1.1 (PT – Transfer to Capital) and that these funds then be transferred to the Part Town Equipment Capital Reserve.

That \$25,000.00 be transferred from 2.1989.2029.1.1 (PT – Fleet Replacement Schedule) to 2.9950.9000.1.1 (PT – Transfer to Capital) and that these funds then be transferred to the Part Town Equipment Capital Reserve.

That \$26.13 be transferred from 6.1989.2001.3.2 (Sewer – I.T. Replacement Schedule) to 6.9950.9000.1.1 (Sewer – Transfer to Capital) and that these funds then be transferred to the Sewer Office Equipment Capital Reserve.

That \$500.00 be transferred from 6.1989.2002.1.1 (Sewer – Office Equipment Replacement Schedule) to 6.9950.9000.1.1 (Sewer – Transfer to Capital) and that these funds then be transferred to the Sewer Office Equipment Capital Reserve.

MEMORANDUM



To: Pittsford Town Board

From: Brian Luke, Director of Finance

Date: December 14, 2022

Regarding: Surplus Inventory

For Meeting On: December 20, 2022

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

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

Asset #	Year	Description	Department	Cost	Disposition
18109	2016	Ford Explorer Veh. #501-1	DPW	\$ 30,755.00	Auction
18804	2016	John Deere Gator Veh. #311	Parks	\$ 12,619.00	Auction
18157	2016	Ford F-350 Crew Cab	Parks	\$ 30,678.00	Auction

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
DECEMBER 2022**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
ABVI - GOODWILL	JRH	159204	IN0013127	2022 NOVEMBER SENIOR MEALS	2,393.60
				VENDOR TOTAL	2,393.60
ACCURAIN IRRIGATION SYSTEMS	PJS	158914	21026	FVP IRRIGATION REPAIR	168.32
				VENDOR TOTAL	168.32
ACTION PROTECTIVE GROUP, INC	PJS	159085	25628	KBP-S REPLACE ALARM & BURGLAR PANELS & K	3,194.00
	PJS	158958	107730	TH FIRE ALARM FIX	205.50
	PJS	158859	25651	KBP-S REPLACE ALARM & BURGLAR PANELS & K	617.00
				VENDOR TOTAL	4,016.50
ACTION TELEPHONE EXCHANGE	PJS	159211	198012092022	DEC 22 - AFTER HRS ANSWER SVC	159.60
	PJS	158862	198000002022	NOV 22 - AFTER HRS ANSWER SVC	204.75
				VENDOR TOTAL	364.35
ADAMS LECLAIR LLP	BWL	158993	418	BUCKINGHAM PROPERTIES	65.00
	BWL	158993	419	CANANDAIGUA NATIONAL BANK	65.00
	BWL	158993	420	MARK GIANNINY	195.00
	BWL	158993	421	NORTHFIELD COMMONS	65.00
	BWL	159322	677	LEGAL SERVICES RENDERED - MARK GIANNINY	195.00
				VENDOR TOTAL	585.00
ADMAR SUPPLY COMPANY, INC	PJS	159033	RO2024289	2 CYCLE OIL	215.04
	PJS	158918	2023507	SAW BLADES	278.00
				VENDOR TOTAL	493.04
ALLIANCE DOOR & HARDWARE	PJS	159247	230757	EMERGENCY REPAIR SCC KITCHEN OVERHEAD DO	280.54

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
DECEMBER 2022**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	280.54
ALTA ENTERPRISES, LLC	PJS	159063	S11/1202	L70 FRON AXLE	7,559.22
	PJS	159064	S11/1203	L10 OIL LEAK	1,543.58
				VENDOR TOTAL	9,102.80
AMERICAN ROCK SALT CO.	PJS	159041	0720881	239.76 TON SALT	14,977.81
	PJS	159140	0721487	115.13 TON	7,192.18
	PJS	159140	0721945	35.10 TON	2,192.70
	PJS	159140	0721211	119.26 TON	7,450.17
				VENDOR TOTAL	31,812.86
ANDERSON	JRH	159269	122022ANDERSON	DECEMBER 2022 INSTRUCTOR PAYMENT FOR YOU	1,312.50
				VENDOR TOTAL	1,312.50
APPLE COMPUTER	AM	159078	AK21263 622	MACBOOK AIR-13" APPLE M2 8-CORE, 256GB-S	3,846.00
	AM	159078	AK223053 37	IMAC-24" APPLE M1 8-CORE, 256GB-SILVER	3,068.00
				VENDOR TOTAL	6,914.00
AUTO VALUE PARTS STORES	PJS	159028	630871/L	TIRE SEALANT	11.30
	PJS	159253	632492/L	TRACTOR FILTER	12.53
	PJS	158921	629714	BRAKE LIGHT BULBS	38.30
				VENDOR TOTAL	62.13
BEAM MACK SALES & SERVICE	PJS	159262	365644R	CLUTCH CABLE	36.17
	PJS	159262	365639R	CLUTCH CABLE	137.48

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
DECEMBER 2022**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	173.65
BENEFIT RESOURCE, LLC	BWL	159068	927651	FSA ADMIN FEE: NOVEMBER	150.00
				VENDOR TOTAL	150.00
BLUE 360 MEDIA	VN	159216	IN2211174423	PL & CPL BOOKS	72.75
	VN	159216	IN2210172054	NYS VTL BOOK	67.75
				VENDOR TOTAL	140.50
BRANCATO	JRH	159198	122022BRA	SENIORS PROGRAM HOLIDAY MAGIC	90.00
				VENDOR TOTAL	90.00
BRIDGE TOWER OP CO, LLC	RMN	158962	745583840	BUDGET HEARING FISCAL YEAR 2023	58.47
	RMN	158962	745566957	LOCAL LAW #4 PUBLIC HRG	50.61
				VENDOR TOTAL	109.08
BRIGHTON MOWER SERV., INC	PJS	158954	104865	SNOWBLOWER PARTS	113.48
				VENDOR TOTAL	113.48
BRODNER EQUIPMENT, INC.	PJS	158952	419369	BELT	27.76
				VENDOR TOTAL	27.76
CAMPBELLNET SOLUTIONS	AM	159192	2022718	ZULTYS PHONES	999.53
	AM	158927	2022712	ZULTYS PHONE SYSTEM MAINTENANCE 12/15/20	8,218.35

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
DECEMBER 2022**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	9,217.88
CARUSO	PJS	159077	120122CELL	CELL PHONE REIMBURSE - FEB THRU DEC	421.74
				VENDOR TOTAL	421.74
CASELLA WASTE MANAGEMENT OF N.Y., INC.	PJS	158894	1021574	30 YARD DUMPSTER	98.50
				VENDOR TOTAL	98.50
CASTLE BRANCH INC	BWL	158959	0867892-IN	EMPLOYEE SCREENINGS	250.00
				VENDOR TOTAL	250.00
CASTLEBERRY	BWL	158903	PATRON REFUND	LIBRARY PATRON REFUND	104.92
				VENDOR TOTAL	104.92
CAVALLARO	JRH	159272	122022CAVALLARO	DECEMBER 2022 INSTRUCTOR PAYMENT FOR NOT	84.00
				VENDOR TOTAL	84.00
CCP INDUSTRIES INC	PJS	159148	IN03162841	CROSSING GUARD APPAREL	195.42
	PJS	158893	3143724	T-SHIRTS	51.25
	PJS	158879	IN03136064	LIGHT CLIP	44.50
	PJS	158879	IN03138820	GLOVES	153.70
	PJS	158879	IN03139910	JACKET	142.28
	PJS	158879	IN03137037	JACKETS AND HATS	624.04
				VENDOR TOTAL	1,211.19
CDW GOVERNMENT INC.	AM	159320	FM95775	ZEBRA IX SERIES YMCKO-1 PRINT RIBBON (80	222.00
	AM	159320	FM93669	C2G 4.5" FLUSH WIRE CUTTER - CABLE CUTTE	26.91

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
DECEMBER 2022**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
CDW GOVERNMENT INC.	AM	159320	FM93669	C2G 12FT HIGH SPEED HDMI CABLE	45.86
	AM	159320	FM93669/FM95775	SHIPPING/HANDLING	13.39
VENDOR TOTAL					308.16
CHASE CARD SERVICES	BWL	158900	9087436	EASEMENT RECORDING FEE	65.00
	AM	159128	346477	CLOUDCOVER MUSIC 1-YEAR SUBSCRIPTION (12	193.86
	AM	158901	43695426-61279651	FOXTON BROWSER HISTORY EXAMINER	249.00
	AM	158904	TEC221114-9877-72688	SNAGIT 2023	188.97
	BWL	159122	462340633315535	DEED FEES	1,110.00
	BWL	159230	300001197	NATIONAL ASSOCIATION OF GOVERNMENT COMMU	160.00
VENDOR TOTAL					1,966.83
CHEDIAK	JRH	159302	122022CHEDIAK	REIMBURSEMENT FOR SENIORS CRAFT CLUB PUR	285.16
	VENDOR TOTAL				
CINTAS CORPORATION #411	PJS	159307	4139057241	RUG & MOP SERVICE	296.07
	PJS	158933	4137550898	RUG & MOP SERVICE	296.07
VENDOR TOTAL					592.14
COLONY HARDWARE CORP.	PJS	158953	INV-1317896	BATTERIES - XING GUARD SIGNS	38.43
	VENDOR TOTAL				
CONSTELLATION NEW ENERGY, INC.	BWL	159191	64005502301	STREET LIGHTING: 1-2 POLES	137.68
	BWL	159191	64005501801	STREET LIGHTING: TOWN AT LARGE	181.25
	BWL	159191	64005503401	STREET LIGHTING: 7+ POLES	251.68
	BWL	159191	64005504001	STREET LIGHTING: POLE MAINT.	28.67
	BWL	159191	64005504601	STREET LIGHTING: STONETOWN	39.11
	BWL	159191	64005502701	STREET LIGHTING: 3-6 POLES	127.27
	PJS	159116	63983246501	20 POINCIANA	0.00
	PJS	159116	63994728401	15 GREYTHORNE PS	102.13
	PJS	159116	63994702001	2600 LEHIGH STN KENSINGTON	146.49

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
DECEMBER 2022**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
CONSTELLATION NEW ENERGY, INC.	PJS	159116	63994701901	37 CANDLEWOOD	18.00
	PJS	159116	63973091201	3950 EAST AVE KNOWLTON	0.00
	PJS	159310	63961808901	PITTSFORD MANOR LANE	60.99
	PJS	159310	63961809301	PARK ROAD	77.17
	PJS	159310	63961810201	BRICKSTON LANE	3.51
	PJS	159310	64018123501	4358 EAST AVE	0.00
	PJS	159310	63961815001	DUNNEWOOD COURT	91.39
	PJS	159310	63950459701	DOWNING DRIVE	0.00
	PJS	159313	63950413601	LIBRARY	1,676.46
	PJS	159313	63950396901	HIGHWAY	370.19
	PJS	159313	64018125601	TOWN HALL OCTOBER	634.16
	PJS	159313	64018125801	TOWN HALL NOVEMBER	760.37
	PJS	159313	63961828701	SCC	1,531.54
	PJS	159313	63961808001	KINGS BEND	8.35
	PJS	159313	63961813201	631 MARSH ROAD	0.00
	PJS	159119	63983246201	210 MENDON	7.16
	PJS	159119	63972339701	625 MARSH	51.36
	PJS	159119	63994706301	60 GOLF AVE	904.63
	PJS	159119	63994706201	3899 MONROE AVE	299.42
	PJS	159119	63994706101	KBP	100.35
	PJS	159119	63994706001	KBP	2.02
	PJS	159119	6399171204	LIBRARY	2,989.70
	PJS	159119	63983257301	1 ROBBINS RD	86.38
VENDOR TOTAL					10,687.43
COPPOLA	JRH	159273	122022COPPOLA	DECEMBER 2022 INSTRUCTOR PAYMENT FOR IRI	3,286.93
				VENDOR TOTAL	
CORTESE FORD	PJS	159145	41547	WINDOW SWITCH	347.94
				VENDOR TOTAL	
CREIGHTON SELF-DEFENSE INC	JRH	159263	122022CREIGHTON	DECEMBER 2022 INSTRUCTOR PAYMENT FOR MAR	3,453.40

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
DECEMBER 2022**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	3,453.40
CROWN CASTLE INTERNATIONAL CORP.	BWL	159076	ENGINEERING REFUND	ENGINEERING REFUNDS	1,000.00
	AM	159125	1245472	FIBER SERVICE #S269684 - 170 W. JEFFERSO	894.63
				VENDOR TOTAL	1,894.63
CSX TRANSPORTATION	PJS	159299	8434558	ANNUAL FEE FOR PIPELINE CROSSING - EAST	576.79
				VENDOR TOTAL	576.79
CUMMINS INC.	PJS	159294	S1-5636	GENERATOR AND TRANSFER SWITCH / REITZ PA	3,597.00
				VENDOR TOTAL	3,597.00
CYNCON EQUIPMENT INC.	PJS	159014	90843	CIRCUIT BOARD	503.34
	PJS	159146	90922	CIRCUIT BREAKERS	65.85
	PJS	159168	90924	CIRCUIT BOARD FOR LEAF MACHINE	553.85
				VENDOR TOTAL	1,123.04
D.J.M. EQUIPMENT, INC. BOBCAT OF THE FINGER LAKE	PJS	158924	01-179264	GREASE FITTINGS	64.25
				VENDOR TOTAL	64.25
DAVISON	PJS	158892	111622REIMB	REIMBURSE - DMV FOR #467 PLATES	5.75
	PJS	159084	120222DMV	MILEAGE REIMBURSE - DMV	5.75
				VENDOR TOTAL	11.50
DE LA COLINADOLORES	JRH	159274	122022DELACOLINA	DECEMBER 2022 INSTRUCTOR PAYMENT FOR SPA	200.90

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
DECEMBER 2022**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	200.90
DEBBIE SUPPLY INC	PJS	159288	663433	TOOLS	165.56
	PJS	159293	663444	TAPE AND BUSHINGS	12.07
	PJS	158883	659515	HARDWARE	25.69
				VENDOR TOTAL	203.32
DECKMAN OIL COMPANY	PJS	159135	769296	OIL KITS	178.00
	PJS	159138	769429	BLUE DEF	966.17
	PJS	159139	677868	OIL	95.42
	PJS	159330	769743	OIL	143.13
				VENDOR TOTAL	1,382.72
DELL MARKETING L.P.	AM	159130	10636505833	OFFICE 365 SUBSCRIPTION RENEWALS	16,597.83
	AM	159132	10631908543	DELL LAPTOPS & MONITORS	2,025.02
				VENDOR TOTAL	18,622.85
DEMOCRAT & CHRONICLE	BWL	158860	DC1187406	DECEMBER SERVICE	33.00
	BWL	159328	DC1187406	MONTHLY NEWSPAPER	33.00
				VENDOR TOTAL	66.00
DICK'S SPORTING GOODS	JRH	159110	104489	BREAK CAMP RINK RENTAL & SKATES	450.00
				VENDOR TOTAL	450.00
DIRECT ENERGY BUSINESS MARKETING, LLC	PJS	159109	HS23353390	DIRECT ENERGY TOWN WIDE AND PUMP STATION	455.33
	PJS	159079	HS23350701	DIRECT ENERGY TOWN WIDE AND PUMP STATION	535.30

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
DECEMBER 2022**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	990.63
DOLORES DECOSTE - PETTY CASH	JRH	158938	112022/SRTRIPS	SENIOR TRIPS - STAFF LUNCH & ADMISSION	29.00
	JRH	159099	122022PETTYCASH	LUNCHES FOR SENIOR BUS TRIP CHAPERONE &	41.00
	JRH	159098	112022PETTYCASH	CRAFT CLUB ITEMS FOR CAMP GOOD DAYS	8.10
	JRH	159207	221209PETTYCASH	POSTAGE & STAMPS	16.20
				VENDOR TOTAL	94.30
DONNELLY	JRH	158616	102022/DONNELLY	REIMBURSEMENT FOR GAS MILEAGE	16.38
				VENDOR TOTAL	16.38
EASTERN METAL OF ELMIRA	PJS	159067	72813	STOP SIGNS - CROSSING GUARDS	512.10
				VENDOR TOTAL	512.10
EDWARDS TREE & LANDSCAPE	PJS	159018	2631	TREE BEHIND 25 FARM FIELD	1,500.00
	PJS	159233	2636	20 LAURELDALE TREES	975.00
	PJS	159234	2636-1	TREE REMOVAL BEHIND 163 CAVERSHAM	4,000.00
				VENDOR TOTAL	6,475.00
ENVIRONMENTAL PRODUCTS & ACCESSORIES, LLC	PJS	159303	261629	PRESSURE WASHER GUN	229.98
	PJS	159304	261628	FLUSH TRUCK NOZZLES	1,633.93
				VENDOR TOTAL	1,863.91
EVEVSKY	JRH	159311	122022EVEVSKY	DECEMBER TAI CHI & GET FIT HEALTH CLASSE	405.00
	JRH	159104	5071	TAI CHI & GET FIT HEALTH CLASSES FOR SEN	490.00
				VENDOR TOTAL	895.00

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
DECEMBER 2022**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
EWING LETTERING & GRAPHICS INC	PJS	158949	39259	GRAPHICS ON 501-2	278.47
				VENDOR TOTAL	278.47
FAIRPORT CHILDREN'S THEATER	JRH	159268	122022ROCHA	DECEMBER 2022 INSTRUCTOR PAYMENT FOR FRO	844.20
				VENDOR TOTAL	844.20
FERGUSON ENTERPRISES INC	PJS	159290	8443407	FAUCET, PLUMBING SUPPLIES	152.73
	PJS	159290	8444154	SINK CONNECTION	15.11
	PJS	159325	1118815	MAGNETIC LOCATERS	159.68
				VENDOR TOTAL	327.52
FINGER LAKES CASTLE	PJS	159337	869407	SHOP CHEMICALS	246.16
				VENDOR TOTAL	246.16
FIVE STAR EQUIPMENT INC	PJS	159031	P66531	MIRROR	100.05
				VENDOR TOTAL	100.05
FLEET PRIDE	PJS	159036	103972851	SLACK ADJUSTER	170.34
				VENDOR TOTAL	170.34
FLOWER CITY COMMUNICATIONS INC	PJS	158897	INV1915	VEHICLE 501-2 - RADIO MOVE	357.25
				VENDOR TOTAL	357.25
FORBES COURT REPORTING SERVICES, LLC	VN	159082	11	STENOGRAPHER - NOVEMBER 2022	420.00
	VN	159003	8	STENOGRAPHER - AUGUST 2022	420.00

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
DECEMBER 2022**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	840.00
FRONTIER COMMUNICATIONS	PJS	159318	112222 HWY EMIS	HWY EMISSIONS	48.17
	PJS	159319	112222 DPW FAX	DPW - FAX	48.36
	AM	159093	1201/6430-092614-6	6430 KBP NORTH PHONE SERVICE 12/1/22 - 1	71.11
	VN	159083	112222	NOVEMBER 2022 - PHONE BILL	48.19
	BWL	159112	585-100-2618-050219-6	MONTHLY PHONE PYMT	1,140.37
	BWL	159115	585-248-6430-092614-6	PHONE OUTSTANDING BALANCE	58.31
	JRH	159206	221227FRO	DECEMBER 2022 - PHONE BILL	129.42
				VENDOR TOTAL	1,543.93
FULMORE	JRH	159309	122022FULMORE	DECEMBER 2022 INSTRUCTOR PAYMENT FOR ARC	308.00
				VENDOR TOTAL	308.00
FUN EXPRESS LLC	JRH	158944	720688813-01	STICKERS FOR FRONT DESK	31.41
				VENDOR TOTAL	31.41
G.A. FLEET ASSOCIATES	PJS	159301	S0000031342	PUMP FOR CANDLEWOOD PUMP STATION	13,494.00
				VENDOR TOTAL	13,494.00
GENERAL WELDING AND FABRICATION	PJS	159039	33834	CUTTER JACK 461	95.31
	PJS	158925	33725	TRAILER JACK	206.06
	PJS	158925	33706	TRAILER JACK	118.76
	PJS	158928	33351	BRAKE MOUNTING	23.40
				VENDOR TOTAL	443.53
GENESEE VALLEY RECREATION AND PARK SOCIETY, INC.	JRH	159054	0067	GVRPS ANNUAL CONFERENCE REGISTRATION	105.00

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	105.00
GOTTA III	JRH	158940	112022/GOTTA	NOVEMBER 2022 SQUARE DANCE CALLING	50.00
	JRH	159203	GC221203	2022 DECEMBER SQUARE DANCE CALLING	100.00
				VENDOR TOTAL	150.00
GRACE & GRINS LLC	JRH	159087	112022G&G	CHILD WATCH PROGRAM KIND HEART	390.00
				VENDOR TOTAL	390.00
GRAINGER, INC.	JRH	159200	9510334114	GLOVE BOX DISPENSER	33.00
	JRH	159201	9500787289	ORIGINAL INVOICE	1,059.98
	JRH	159201	9529952112	BLENDER CREDIT	-117.12
	JRH	159201	9529952120	GLOVE BOX CREDIT	-33.00
	JRH	159202	9501942669	TUESDAY LUNCH SUPPLIES	109.41
	PJS	159249	9531703479	HEPA FILTERS	86.50
	PJS	159061	9504646697	WASHER FILTERS & HOUSING - SCC	77.35
	PJS	159072	9520528135	REPLACEMENT WALL HEATER	184.16
	PJS	158911	9499028331	LIGHT TIMER	252.27
	PJS	158917	9511656069	DOG FOUNTAIN SCREWS	14.82
				VENDOR TOTAL	1,667.37
HADLOCK'S ACE HARDWARE	PJS	159038	001832	BATTERIES	164.96
	PJS	158929	001808	SNOWBRUSHES FOR TOWN VEHICLES	13.18
	PJS	159011	001811	SPRAYPAINT	19.18
	PJS	159300	001834	PARTS FOR AIR COMPRESSOR	65.12
	PJS	159300	001837	PARTS FOR AIR COMPRESSOR	44.87
	PJS	158898	136053	PAINT SPRAYER	8,748.75
	PJS	159257	001870	GARBAGE CANS	81.98
	PJS	158910	001774	BITS/SCREWS	36.98
	PJS	159331	001877	TOOLS FOR SIGN SHOP	156.55

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	9,331.57
HANSON	JRH	159275	122022HANSON	DECEMBER 2022 INSTRUCTOR PAYMENT FOR BAL	2,913.38
				VENDOR TOTAL	2,913.38
HANSON AGGREGATES NEW YORK LLC	PJS	159324	4246453	MILLINGS	349.46
	PJS	159324	4247035	MILLINGS	361.65
				VENDOR TOTAL	711.11
HAUN WELDING SUPPLY, INC.	PJS	158922	8576520	GAS FOR TORCH AND TIPS	74.47
				VENDOR TOTAL	74.47
HAWK COLLISION & FRAME	PJS	159137	21193	INSPECTIONS	20.00
	PJS	159229	20741	INSPECTIONS	20.00
	PJS	158920	21030	435 INSPECTION	20.00
	PJS	158920	21027	2015 MACK 6 WHEEL INSPECTION	20.00
	PJS	159333	21243	PARTS 456	1,385.94
	PJS	159335	21249	INSPECTION 456,452	1,957.86
	PJS	159335	22060	INSPECTION 456,452	20.00
				VENDOR TOTAL	3,443.80
HEISSENBERGER	JRH	159277	122022HEISSENBERGER	DECEMBER 2022 INSTRUCTOR PAYMENT FOR COO	336.00
				VENDOR TOTAL	336.00
HERZOG	JRH	159197	107	SENIORS LINE DANCING DECEMBER 2022	280.00
	JRH	159108	106	LINE DANCING FOR SENIORS NOVEMBER 2022	350.00

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	630.00
HILLYARD, INC.	PJS	159291	604951151	CLEANING AND PAPER SUPPLIES ALL BUILDING	992.79
	PJS	158884	700525131	MICROSWITCH	22.75
	PJS	158885	604931290	CLEANING AND PAPER SUPPLIES ALL BUILDING	597.62
				VENDOR TOTAL	1,613.16
HOLFOTH	BWL	159252	39077070827764	KILL SHOT BY VINCE FLYNN REIMBURSEMENT	20.99
				VENDOR TOTAL	20.99
HOME DEPOT	PJS	159017	5022681	HOLIDAY DECORATIONS	346.74
	JRH	159111	122022HD	CLEAR MINI LIGHTS & SHIMMER ORNAMENTS FO	68.92
	PJS	159265	1024892	MICROWAVE AND TOOLS	495.86
	PJS	159280	0025058	EQUIPMENT, TOOLS	741.37
	PJS	158934	9020831	SAND	31.85
	PJS	158936	4031514	BROOM AND CAR WASH BRUSHES	61.29
	PJS	158936	8011510	JUNCTION BOX, MOUNTING PLATES, PVC CEMEN	55.72
	PJS	158936	7030967	TIRE INFLATION GUN, HARDWARE	65.31
	PJS	159235	2521058	SHEET SCREW	1.38
	PJS	159235	8023795	SCREWS AND SHEET METAL	48.88
	PJS	158923	H1247-247093	LIGHTS FOR TOBEY RD	179.99
	PJS	158867	2020405	RAGS, FLASHLIGHTS	45.87
	PJS	158916	8032264	PLAY SAND	50.96
				VENDOR TOTAL	2,194.14
HYNES CONCRETE CONTRACTOR INCORPORATED	PJS	158902	S15328	SIDEWALKS - WASH RD (SR153) & S MAIN (SR	51,995.54
				VENDOR TOTAL	51,995.54
INTERSTATE BATTERY SYSTEM	PJS	158890	30093127	BATTERY 459	386.85
	PJS	159264	24402520	BATTERY	143.95

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	530.80
INTIVITY, INC.	PJS	159213	1819603-0	INK CARTRIDGES	36.99
	AM	158961	1817372-0	OFFICE SUPPLIES	68.11
	AM	159316	1821234-0	PAPER SHREDDER - FEL4606001	238.74
	PJS	159246	1820309-1	BACKORDERED INK FROM PO110806	36.99
				VENDOR TOTAL	380.83
IRON MOUNTAIN, INC	RMN	159005	HBPG787	RECORD RETENTION-12/01/2022 -12/31/2022	866.80
					VENDOR TOTAL
J. O'CONNELL & ASSOCIATES, INC.	BWL	159123	1203	SEPTEMBER GRANT WRITING SERVICES	3,600.00
					VENDOR TOTAL
JAMES JACOBS MASONRY CONT., LLC	PJS	158905	111722TH	MASONRY REPAIR / LIBRARY AND TOWN HALL	750.00
					VENDOR TOTAL
JESSIE HOLLENBECK - PETTY CASH	JRH	158937	112022/POSTAGE	RECREATION POSTAGE	24.00
					VENDOR TOTAL
JEWETT	PJS	159338	NOV22-TH	HOLIDAY GREENERY - TH	1,249.00
					VENDOR TOTAL
JOE BASIL CHEVROLET, INC.	PJS	159071	112522	VEH 332-3 - CHEVROLET 2500 CREW CAB LONG	44,424.00

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	44,424.00
JOHN DEERE COMPANY	PJS	159312	117425697	POWER DUMP AND LIGHT KIT JD GATOR	1,413.43
				VENDOR TOTAL	1,413.43
JOHNSON	BWL	159242	552	ENGINEER REVIEW FEES	3,014.40
				VENDOR TOTAL	3,014.40
JOHNSTONE SUPPLY OF CNY	PJS	159292	B013234	INDUCER MOTOR - HEATER - TRUCK BAY (SEWE	190.76
				VENDOR TOTAL	190.76
JURUS	BWL	158889	2022-16	VETERANS DAY VIDEOTAPING AND EDITING	300.00
				VENDOR TOTAL	300.00
KAWCZYNSKI	JRH	159105	112022KAW	YOGA FOR SENIORS NOVEMBER 2022	180.00
	JRH	159295	122022KAWCZYNSKI	DECEMBER 2022 YOGA FOR SENIORS	180.00
				VENDOR TOTAL	360.00
KENWORTH NORTHEAST GROUP, INC	PJS	159297	R63471	TRUCK SERVICE AND INSPECTION	622.88
	PJS	158909	R63316	TRUCK 458 INSPECTION	649.07
				VENDOR TOTAL	1,271.95
KORNRICH	JRH	159089	121422	MUSICAL ENTERTAINMENT FOR SENIORS LUNCH	125.00
				VENDOR TOTAL	125.00

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
KOVALSKY-CARR ELECTRIC SUPPLY CO., INC.	PJS	159240	S2013350.001	SOCKETS AND BULBS	147.00
				VENDOR TOTAL	147.00
L.C. WHITFORD EQUIPMENT CO.	PJS	159143	0035767-00	6 HYDROLIC FILTER	402.42
				VENDOR TOTAL	402.42
LAKESIDE TOOL, INC.	PJS	159010	324826	AIR SAW	112.91
				VENDOR TOTAL	112.91
LANDPRO EQUIPMENT, LLC	PJS	158865	2467083	JD LOADER SWITCH	87.44
				VENDOR TOTAL	87.44
LEWIS GENERAL TIRES, INC.	PJS	159025	159397	2 TRAILER TIRES	244.04
	PJS	159059	159845	SNOW TIRES	930.06
	PJS	159059	159911	SNOW TIRES	1,763.14
	PJS	159232	159912	TIRES	720.64
	PJS	159244	159767	TIRE FOR BACKHOE	604.00
	PJS	158907	154260	LOADER TIRES	6,580.00
	PJS	158907	154188	LOADER TIRES	331.00
				VENDOR TOTAL	11,172.88
LOWES CREDIT SERVICES	PJS	159095	75932436	MISC HW SUPPLIES & CLEANERS	238.83
	PJS	159147	32435300	SUPPLIES	157.72
	PJS	159212	75594493	LIGHT FIXTURES - TH	109.62
				VENDOR TOTAL	506.17
M R B GROUP	BWL	159081	46857	ST. JOHN FISHER DUGAN YARD FACILITY	462.50
	BWL	159081	46113	ST. JOHN FISHER DUGAN YARD FACILITY	925.00
	BWL	159081	46411	ST. JOHN FISHER DUGAN YARD FACILITY	740.00

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	2,127.50
M&T BANK CORPORATION	RMN	159006	11292022	2022 SCHOOL TAX RECEIPTS	1,785.35
				VENDOR TOTAL	1,785.35
MACEDON EXCAVATING & PAVING INC	PJS	159188	20661	TOPSOIL	312.00
	PJS	159323	20671	TOPSOIL	312.00
	PJS	158868	20635	TOPSOIL	468.00
				VENDOR TOTAL	1,092.00
MAGGIO	JRH	159278	122022MAGGIO	DECEMBER 2022 INSTRUCTOR PAYMENT FOR SEL	139.52
				VENDOR TOTAL	139.52
MAGLIATO	JRH	159279	122022MAGLIATO	DECEMBER 2022 INSTRUCTOR PAYMENT FOR LIL	495.60
				VENDOR TOTAL	495.60
MANOHARAN	BWL	159267	SHAN-1	MILEAGE REIMBURSEMENT	12.11
				VENDOR TOTAL	12.11
MCVEAN	JRH	159281	122022MCVEAN	DECEMBER 2022 INSTRUCTOR PAYMENT FOR AER	1,203.50
				VENDOR TOTAL	1,203.50
MILLER	JRH	159282	122022MILLER	DECEMBER 2022 INSTRUCTOR PAYMENT FOR JUS	230.22
MILLER	JRH	159289	122022PMILLER	DECEMBER 2022 INSTRUCTOR PAYMENT FOR PER	252.00

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	482.22
MILTSCH	JRH	159199	010423	SENIORS MUSICAL ENTERTAINMENT JANUARY 4,	125.00
				VENDOR TOTAL	125.00
MITCHELL1	PJS	159065	1B28473908	DEC MONTH	399.36
				VENDOR TOTAL	399.36
MODULAR COMFORT SYSTEMS, INC	PJS	159215	IN R400358	TRANSFORMER SCC	45.00
				VENDOR TOTAL	45.00
MONROE CO. ASSOC. OF TOWN	PJS	159133	112822DUES	2023 NYS & MONROE CTY DUES	295.00
				VENDOR TOTAL	295.00
MONROE COUNTY CLERK	BWL	159151	300024	COPY OF DEEDS 3RD QUARTER 2022 JULY - SE	138.45
				VENDOR TOTAL	138.45
MONROE COUNTY FOOD PROTECTION	JRH	159056	FS-2023-0161	MONROE COUNTY HEALTH DEPT FOOD PERMIT RE	185.00
				VENDOR TOTAL	185.00
MONROE COUNTY LIBRARY SYSTEM	BWL	158881	12455	UMS CHARGES MAY - OCT 2022	155.54
				VENDOR TOTAL	155.54
MONROE COUNTY PURE WATERS ATTN: DARCY MERLE	PJS	159315	SWBC52	MONROE COUNTY PURE WATERS FEE - 126 N. W	250.00

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	250.00
MORRISSEY	JRH	158941	112022/MORRISSEY	SENIOR CENTER MUSIC PERFORMANCE 8/24 & 1	100.00
				VENDOR TOTAL	100.00
MURRAY	JRH	159287	122022MURRAY	DECEMBER 2022 INSTRUCTOR PAYMENT FOR DOL	882.00
				VENDOR TOTAL	882.00
NAPA AUTO PARTS	PJS	159013	086914	TRUCK BULBS	30.56
	PJS	158886	6917-038155	TAIL LIGHTS	13.84
	PJS	158887	6917-035718	CREDIT FOR RETURN	-322.59
	PJS	158887	6917-035717	BRAKES AND ROTORS	351.57
	PJS	158891	6917-037930	IGNITION COIL	64.97
	PJS	158891	6917-037935	CREDIT	-64.97
	PJS	158871	6917-038058	DEF	24.99
	PJS	158871	6917-038069	WIPER BLADES	6.38
				VENDOR TOTAL	104.75
NATIONAL ELEVATOR INPECTION SERVICES	PJS	158955	RI22030712	LIBRARY	282.50
	PJS	158955	RI22030612	SCC	345.00
	PJS	158955	RI22030611	TOWN HALL	282.50
				VENDOR TOTAL	910.00
NEW YORK PLANNING FEDERATION	BWL	159102	16965	MEMBERSHIP DUES	350.00
				VENDOR TOTAL	350.00
NEW YORK STATE TURFGRASS ASSOCIATION	PJS	159027	5298	JOHN YOUNG MEMBERSHIP	250.00

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	250.00
NGUYENTORIA	BWL	158945	VI COURT CLERK ASSOC	COURT CLERKS ASSOC. MEETING MILEAGE REIM	25.76
				VENDOR TOTAL	25.76
NOCO ENERGY CORP.	PJS	159062	SP12457689	201.20 GALLONS	1,000.16
	PJS	159062	SP12461115	440.3 GALLONS	2,188.73
	PJS	159062	SP12462817	350.90 GALLONS	1,539.61
	PJS	159009	SP12456848	372 GALLONS	1,849.21
	PJS	159144	17865	209.30 GALLONS FUEL	918.33
	PJS	159251	SP12467250	400.70 GALLONS	1,570.74
	PJS	158908	12451285	426.5 GALLONS	2,076.81
	PJS	158908	12453142	301. GALLONS	1,500.60
	PJS	159332	SP12473249	FUEL 230.40GALLONS	852.48
	PJS	159332	SP12471062	FUEL 389.5 GALLONS	1,526.84
				VENDOR TOTAL	15,023.51
NORTH STAR AUTO ELECTRIC INCORPORATED	PJS	159029	69146	STARTER PARTS FOR LEAF MACHINE	56.90
				VENDOR TOTAL	56.90
NORTHERN NURSERIES, INC.	PJS	158870	122267	PLOW STAKES	140.00
				VENDOR TOTAL	140.00
NYS CANAL CORPORATION	PJS	159187	400021515	ANNUAL PERMIT FOR PLATE 6034 @ SEWER DEP	150.00
				VENDOR TOTAL	150.00
NYS D.E.C.	PJS	159306	9990000562457	SEPTAGE FEE	750.00

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	750.00
O'BRIEN	BWL	158956	SHELLEY PRSA	4/22 - 7/11 MILEAGE REIMBURSEMENT AND PR	88.31
	BWL	158957	SHELLEY REIMBURSE	MILEAGE 8/3 - 10/25, REFERENCE BOOKS, FR	83.03
				VENDOR TOTAL	171.34
OIL FILTER SERVICE, INC.	PJS	159008	54581	CABIN FILTERS	196.25
	PJS	159149	54965	FILTERS	325.14
				VENDOR TOTAL	521.39
PAYCHEX, INC.	BWL	159190	26178665	DECEMBER ESR SERVICES	337.14
	BWL	158948	9625833	ESR SERVICES NOVEMBER	336.15
	BWL	158979	2942620	TIME AND ATTENDANCE SERVICES	150.00
	BWL	159080	2022120100	NOVEMBER PAYROLL PROCESSING	4,678.15
	BWL	159121	52999644	MONTHLY ONBOARDING	100.00
				VENDOR TOTAL	5,601.44
PAZRAL	JRH	159283	122022PAZRAL	DECEMBER 2022 INSTRUCTOR PAYMENT FOR PIL	219.98
				VENDOR TOTAL	219.98
PENNY LANE PRINTING	JRH	159066	222224	2022-2023 WINTER BROCHURE PRINTING & POS	10,096.03
				VENDOR TOTAL	10,096.03
PERINTON YOUTH HOCKEY	JRH	159285	122022PERINTONYOUTH	DECEMBER 2022 INSTRUCTOR PAYMENT FOR YOU	168.00
				VENDOR TOTAL	168.00
PHOENIX GRAPHICS, INC.	BWL	159103	71257	PITTSFORD FALL 2022 MESSENGER AND POSTAG	11,587.75

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	11,587.75
PITNEY BOWES INC	RMN	159040	1022025363	RED INK CARTRIDGE #765-9 FOR POSTAGE MAC	190.35
				VENDOR TOTAL	190.35
PITTSFORD AUTO SERVICE, INC.	PJS	159007	1018090	GAS	140.30
	PJS	159134	1018448	FUEL	209.34
	PJS	158926	1017618	FUEL FOR SMALL EQUIPMENT	137.02
				VENDOR TOTAL	486.66
PITTSFORD CENTRAL SCHOOLS	JRH	159101	2615-23A	2022 NOVEMBER GASOLINE RECREATION	55.77
	PJS	159090	2617-23A	DPW MONTHLY FUEL CHARGES	1,078.63
	PJS	159091	2616-23A	PSD DIESEL AND UNLEAD FUEL	1,534.08
	JRH	159100	2611-23A	2022 NOVEMBER GASOLINE SENIORS	165.42
	PJS	159150	2613-23A	HIGHWAY FUEL	24,943.55
	PJS	159236	2614-23A	MONTHLY PARKS FUEL USAGE - NOVEMBER 2022	3,530.34
				VENDOR TOTAL	31,307.79
PITTSFORD YOUTH SERVICES INCORPORATED	BWL	159086	3995	DECEMBER SERVICES	5,388.33
				VENDOR TOTAL	5,388.33
PLANT CONCEPTS, INC	PJS	159189	3835, 3836, 3837	2022 CONTRACTED GROUNDS MAINTENANCE	15,117.00
				VENDOR TOTAL	15,117.00
PLUG & PAY TECHNOLOGIES	JRH	159205	NOV2022	PLUG & PLAY INVOICE FOR NOVEMBER 2022	30.00
				VENDOR TOTAL	30.00

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
POWER DRIVES, INC.	PJS	159030	RRS910696	HYDRAULIC LINE 474	99.75
	PJS	159032	RRS910657	HYDRO LINES 465	567.88
	PJS	159057	RRS911557	HOSE	331.00
	PJS	159012	RRS910394	462 HYDROLIC LINE	302.43
	PJS	158866	S643397	HYDRAULIC LINE FOR BACKHOE	115.15
	PJS	159336	RRS913519	O RING	2.68
	VENDOR TOTAL				
POWERS	PJS	159214	4670	ANNUAL HEATER MAINTENANCE FOR HWY BAYS	1,271.25
	VENDOR TOTAL				1,271.25
R.M. PUTNEY & ASSOCIATES, INC	JRH	159069	4496	2022 DECEMBER COMMERCIAL ORGANICS PICK U	48.00
	VENDOR TOTAL				48.00
RAYNOR	BWL	159118	069293	AREA VARIANCE REFUND	60.00
	VENDOR TOTAL				60.00
RECOGNITION EXPERTS INC	PJS	158935	78868	UNIFORMS - TSHIRTS, SWEATSHIRTS	927.50
	VENDOR TOTAL				927.50
REGIONAL INTERNATIONAL CORPORATION	PJS	159250	011202062P	455 AIR FITTINGS	39.05
	VENDOR TOTAL				39.05
RELIABLE ONSITE SERVICES	PJS	158919	207947790-005	HANDICAP PORTO-POTTY	94.00
	VENDOR TOTAL				94.00
ROBINSON	JRH	159286	122022ROBINSON	DECEMBER 2022 INSTRUCTOR PAYMENT FOR BEL	430.54
	VENDOR TOTAL				430.54

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	430.54
ROBSON	BWL	158913	ROBSON 11/17	ASSESSORS SEPT - NOV REIMBURSEMENT	85.09
				VENDOR TOTAL	85.09
ROCHESTER ASPHALT MATERIAL, INC.	PJS	158896	1097515	ASPHALT KILBORNE	814.08
				VENDOR TOTAL	814.08
ROCHESTER FENCING CLUB	JRH	159254	122022ROCFENCING	DECEMBER 2022 INSTRUCTOR PAYMENT FOR FEN	109.20
				VENDOR TOTAL	109.20
ROCHESTER GAS & ELECTRIC	PJS	159113	120122BARKER	BARKER RD PARK ELECTRIC & CONSTELLATION	206.98
	PJS	159114	120122FPTRDPUMP	295 FAIRPORT RD PUMP STATION - ELEC & CO	28.27
	PJS	159308	12110419535	631 MARSH ROAD PARK GAS AND ELECTRIC	194.47
	BWL	159127	0188930222000012	MONTHLY BILLING FOR 7 GAS LIGHTS	64.19
				VENDOR TOTAL	493.91
ROSE	JRH	159106	112022ROS	SENIOR FITNESS SESSIONS NOVEMBER 2022	225.00
				VENDOR TOTAL	225.00
S & S WORLDWIDE, INC	JRH	158943	IN101097741	CHILD WATCH CRAFT ITEMS	15.59
	JRH	159097	IN101109467	CRAFT ITEMS FOR CHILD WATCH	180.35
	JRH	159096	IN101109829	CRAFT ITEMS FOR BREAK CAMP	118.99
				VENDOR TOTAL	314.93
SEYREK SEALERS LLC	PJS	159185	NOVBRUSH	NOV BRUSH COLLECTION	16,398.41
	PJS	159166	NOVROLLOFF	NOV ROLL OFF	474.75

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
DECEMBER 2022**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
SEYREK SEALERS LLC	PJS	159074	PITTSTOWNNOV22	DISPOSAL SVC - TOWN WIDE	1,843.50
	PJS	159073	PITTSNOV	REFUSE DISTRICTS 2022	20,233.08
				VENDOR TOTAL	38,949.74
SHRED TEXT INC.	PJS	159208	222449	ONSITE SHREDDING - 18 BANKERS BOXES	96.00
				VENDOR TOTAL	96.00
SIEWERT EQUIPMENT CO, INC	PJS	159239	ROCH18752	ROTATING ASSEMBLY FOR PUMP STATION	5,533.21
				VENDOR TOTAL	5,533.21
SITEONE LANDSCAPE SUPPLY , LLC	PJS	159284	125834092-001	SPREADER	595.00
				VENDOR TOTAL	595.00
SLAUGHTER	JRH	159260	122022SLAUGHTER	DECEMBER 2022 INSTRUCTOR PAYMENT FOR ART	2,125.20
				VENDOR TOTAL	2,125.20
SNAP-ON INDUSTRIAL	PJS	159142	5541313451	IMPACT PUSHER	535.60
				VENDOR TOTAL	535.60
SOFTWARE HOUSE INTERNATIONAL, INC.	AM	159131	B16166555	ADOBE ACROBAT PRO DC FOR TEAMS-NEW SUBSC	90.54
				VENDOR TOTAL	90.54
STAPLES	VN	159209	8068379608	STAPLES INVOICE - PAPER	47.94
				VENDOR TOTAL	47.94

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
DECEMBER 2022**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
STREET SKILLS, LLC	JRH	159261	122022STREETSKILLS	DECEMBER 2022 INSTRUCTOR PAYMENT FOR 5 H	35.00
				VENDOR TOTAL	35.00
SUE STEELE LANDSCAPE ARCHITECTURE, PLLC	PJS	158888	1274	CONNECTOR TRAILS	3,250.00
	PJS	159217	1280	SPIEGEL CENTER PAVILION PROJECT	1,218.75
				VENDOR TOTAL	4,468.75
SYNERGY GLOBAL SOLUTIONS	AM	158986	141117	CA ARCSERVE BACKUP/WIN-1 YR RENEW	604.69
				VENDOR TOTAL	604.69
T. MINA SUPPLY EAST, INC.	PJS	159305	S1447412.002	TEES AND PVC ADAPTERS	231.00
				VENDOR TOTAL	231.00
THE DUKE COMPANY	PJS	159037	001531094	FLOWSTAKES	450.00
				VENDOR TOTAL	450.00
THE HIGHLANDS LIVING CENTER	BWL	159075	HIGHLANDS ENGINEERING REFUND	ENGINEERING REFUND	500.00
				VENDOR TOTAL	500.00
THE IDEA WORKS OF NY, INC	BWL	158946	37462	TOWN TUMBLERS	752.11
				VENDOR TOTAL	752.11
THOMSON REUTERS - WEST	BWL	159237	847426698	NOVEMBER WEST LAW DATABASE	320.67
	BWL	158861	847255221	OCTOBER WEST LAW DATABASE	320.67

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
DECEMBER 2022**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	641.34
TICKNER	PJS	159141	1479	TREE ON WASHINGTON RD	1,000.00
				VENDOR TOTAL	1,000.00
TORRES	JRH	158942	112022/TORRES	ZUMBA GOLD CLASSES OCTOBER 2022	270.00
				VENDOR TOTAL	270.00
TOSHIBA BUSINESS SOLUTIONS	PJS	159126	5916006	DPW COPIER 2ND FL 4TH QTR CHARGES	463.95
	AM	158869	5892064	DOCUWARE-SOLUTIONS SOFTWARE SUPPORT 11/1	1,000.00
	RMN	159092	5910264	MAINTENANCE INVOICE 1ST FLOOR COPIER - 1	131.38
	VN	159210	113022	COPIER BILL - SEPT, OCT, AND NOV 2022	56.66
	PJS	159243	5916135	PSD COPIER MAINTENANCE - NOVEMBER 2022	41.20
	AM	158899	5901004	MANAGED PRINT SERVICES-NETWORKED PRINTER	145.61
	AM	159317	5909623	DOCUWARE-SOLUTIONS SOFTWARE SUPPORT 12/1	1,000.00
				VENDOR TOTAL	2,838.80
TOWN OF PITTSFORD	BWL	159015	2022 PARKS	2022 PARK DISTRICT CHARGES	2,636.86
				VENDOR TOTAL	2,636.86
ULINE INC.	PJS	159271	156477204	PAPER GOODS	492.46
	PJS	159271	156498126	PAPER GOODS	247.35
				VENDOR TOTAL	739.81
URMC DEPARTMENT OF PSYCHIATRY	BWL	159094	TOP1222	DECEMBER EAP SERVICES	201.66
				VENDOR TOTAL	201.66

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
DECEMBER 2022**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
UTICA GENERAL TRUCK CO., INC	PJS	159245	425255	451 DIAGNOSTIC	20.00
				VENDOR TOTAL	20.00
VAN BORTEL FORD	PJS	159231	411112	BRAKE LINE	55.76
	PJS	159327	F0CS71521	TRUCK REPAIR	628.76
				VENDOR TOTAL	684.52
VERMONT SYSTEMS	AM	159124	VS006611	RECTRAC YEARLY MAINTENANCE 1/1/23-12/31/	15,744.30
				VENDOR TOTAL	15,744.30
VICTOR POWER EQUIPMENT	PJS	159276	307413	PARKS EQUIPMENT	1,668.88
	PJS	158951	307097	BAR OIL	41.81
	PJS	159255	307402	FUEL FILTERS/CHOKE KNOBS	128.26
	PJS	159270	307383	SMALL EQUIPMENT SIGNS	1,250.58
				VENDOR TOTAL	3,089.53
VILLAGER CONSTRUCTON INC	PJS	159019	102521	MILLINGS	1,017.18
	PJS	159026	102494	MILLINGS	433.12
	PJS	159266	102628	MILLINGS	435.15
	PJS	158895	102437	GUILFORD PAVING	27,500.00
	PJS	158912	102418	MILLINGS	276.16
				VENDOR TOTAL	29,661.61
VP SUPPLY CORP.	PJS	159060	5183069	ELECTRICAL WIRE & CONDUIT - SCC	2,270.99
	PJS	159241	5190776	LIGHT BULBS	74.93
				VENDOR TOTAL	2,345.92
WARD	BWL	159129	ORDER #: 05607690	REIMBURSE REPAIR TO INVISIBLE FENCE	287.17
WARD	RMN	159152	12082022	COURIER REIMBURSEMENT FOR MILEAGE-117-11	29.13

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
DECEMBER 2022**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	316.30
WEGMANS FOOD MARKETS INC	BWL	158863	99518	VETERAN'S DAY COOKIES	23.00
	JRH	158939	102022/WEGMANSREC	OCTOBER 2022 WEGMANS REC	1,050.83
	JRH	159058	102022WEGSRS	2022 OCTOBER SENIORS	788.25
	BWL	158880	76001412304086304781402	ANNUAL FEE	100.00
	JRH	159329	122022WEGMANS	NOVEMBER 2022 AFTER SCHOOL AND SENIORS F	643.96
	BWL	159117	25 45 4 99517	CANDLELIGHT NIGHT COOKIES	132.38
				VENDOR TOTAL	2,738.42
WEST IRONDEQUOIT CENTRAL SCHOOL DISTRICT	JRH	159055	230006	CHILD WATCH EVENT - ANIMALS VISIT	80.00
				VENDOR TOTAL	80.00
WESTERN NEW YORK MEDICAL PRACTICE, PC	BWL	159218	1917827	EMPLOYEE SCREENS	135.00
	BWL	158882	1917827	EMPLOYEE DRUG SCREENS	306.00
				VENDOR TOTAL	441.00
WILLIAMSON LAW BOOK	BWL	159088	194125	500 PAGE CAP MINUTE BOOK-COMplete/EXTRA	323.23
				VENDOR TOTAL	323.23
WISSET	JRH	159259	122022WISSET	DECEMBER 2022 INSTRUCTOR PAYMENT FOR TAP	675.36
				VENDOR TOTAL	675.36
WONDRACK	JRH	159258	122022WONDRACK	DECEMBER 2022 INSTRUCTOR PAYMENT FOR COU	178.50
				VENDOR TOTAL	178.50
WRIGHT	JRH	159107	1122	PITTSFORD HIGHLANDS CHORUS & NIA FITNESS	435.00

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
DECEMBER 2022**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
WRIGHT	JRH	159296	1222	DECEMBER 2022 CHORUS & NIA FOR SENIORS	435.00
				VENDOR TOTAL	870.00
XYLEM WATER SOLUTIONS USA, INC.	PJS	159238	3556C47827	CONTROL PANEL - DOWNING PUMP STATION	38,464.10
				VENDOR TOTAL	38,464.10
ZHANG	JRH	159256	122022ZHANG	DECEMBER 2022 INSTRUCTOR PAYMENT FOR JUN	420.00
				VENDOR TOTAL	420.00
ZUROWSKI	PJS	159321	120622 MILEAGE	MILEAGE REIMBURSE - CTY CLERK FILINGS	11.25
				VENDOR TOTAL	11.25
				REPORT TOTAL	569,495.12

END OF REPORT

**PREPAID ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
DECEMBER 2022**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
AETNA INC.	BWL	158915	37344044	DECEMBER HEALTH BILL	16,473.78
				VENDOR TOTAL	16,473.78
CHARTER COMMUNICATIONS	AM	159034	141705201111422	BUSINESS CLASS DIGITAL ADAPTERS 11/17/22	42.16
	AM	159035	142206901112122	FIBER INTERNET 50MBPS & 5 STATIC IPS - 1	540.00
				VENDOR TOTAL	582.16
CONSTELLATION NEW ENERGY, INC.	PJS	158877	63777768301	PSD	153.34
	PJS	158877	63774845601	MILE POST	3.51
	PJS	158877	63774840301	THORNELL FARM PARK	547.37
	PJS	158877	63774854401	PARKS	87.69
	PJS	158878	63774837301	LEHIGH STATION SEPTEMBER	25.61
	PJS	158878	63774845701	BRICKSTON	3.66
	PJS	158878	63774804201	GREYTHORNE HILL	41.73
	PJS	158878	63774846501	DUNNEWOOD CT	76.85
	PJS	158878	63774845901	CANDLEWOOD DR	8.19
	PJS	158878	63808159101	LEHIGH STATION OCTOBER	58.30
	PJS	159020	63821536401	ELECT - TOWN BUILDINGS	348.67
	PJS	159021	63831040201	PARK ROAD	80.84
	PJS	159021	63884453501	REITZ PARKWAY	79.92
				VENDOR TOTAL	1,515.68
EXCELLUS	BWL	158982	33510744	SUBGROUP 1	59.28
	BWL	158982	33511136	SUBGROUP 2	68.40
	BWL	158982	33510280	SUBGROUP 3	45.60
	BWL	158982	33511690	SUBGROUP 4	22.80
	BWL	158982	33511255	SUBGROUP 5	22.80
	BWL	158982	33511055	SUBGROUP 6	45.60
	BWL	158982	33511443	SUBGROUP 7	59.28
	BWL	158982	33511554	SUBGROUP 8	54.72
	BWL	158982	33511260	SUBGROUP 9	4.56
	BWL	158982	33511276	SUBGROUP 10	63.84
	BWL	158982	33511605	SUBGROUP 11	13.68
	BWL	158982	33511442	SUBGROUP 12	278.16
	BWL	158982	33510764	SUBGROUP 13	82.08

**PREPAID ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
DECEMBER 2022**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
EXCELLUS	BWL	158982	33510378	SUBGROUP 14	9.12
				VENDOR TOTAL	829.92
FIDELITY SECURITY LIFE COMPANY OF NY	BWL	158984	165549562	EYE MED COVERAGE: DECEMBER	460.86
				VENDOR TOTAL	460.86
FRONTIER COMMUNICATIONS	AM	158872	1101/6430-092614-6	6430 KBP NORTH PHONE SERVICE 11/1/22 - 1	59.20
	AM	159002	11/22/6431-052517-6	IT DEPT EMERGENCY PHONE SERVICE 12/22/22	49.24
	PJS	159022	585-248-6202-052517-6	TOWN HALL	359.91
	PJS	159022	585-248-6205-052517-6	HIGHWAY	48.10
	PJS	159022	585-198-6080-060617-6	COURT	54.41
	PJS	159022	585-586-4739-052517-6	SCC ELEVATOR	84.59
	PJS	159022	585-385-3241-052517-6	LIBRARY	0.00
	PJS	159023	585-248-2520-052517-6	PARKS	48.10
	PJS	159023	5858-248-3897-052517-6	PSD	5.60
	PJS	159024	585-218-9325-061517-6	PUMP STATIONS PHONE LINES	46.58
	AKM	159046	625912	TELEPHONE	48.29
	PJS	159070	585-100-1313-010717-6	PUMP STATIONS PHONE LINES	484.18
				VENDOR TOTAL	1,288.20
LOYAL NINE DEVELOPMENT CORP	BWL	159004	PAY APP #1	SENIOR CENTER PAVILION: PAY APP #1	44,000.00
				VENDOR TOTAL	44,000.00
MONROE COUNTY WATER	PJS	158873	183589	631 MARSH GEP PARK	118.28
	PJS	158873	183815	HOPKINS PARK	1,453.13
	PJS	158873	183588	WILLARD PARK	1,678.67
	PJS	158873	183587	THORNELL FARM PARK	1,968.65
	PJS	158873	60025	PSD	47.06
	PJS	158873	90517	TOWN HALL	260.02
	PJS	158873	90633	SCC	428.41
	PJS	158873	62330	MILE POST	23.83
	PJS	158873	73161	HIGHWAY	365.30
	PJS	158873	83938	COPPER BEACH PARK	20.00

**PREPAID ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
DECEMBER 2022**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
MONROE COUNTY WATER	PJS	158873	90132	PORT OF PITTSFORD	67.31
	PJS	158873	161736	KINGS BEND PARK	154.28
	PJS	158873	90249	LIBRARY	447.64
	PJS	158874	90526	REITZ PARKWAY	14.95
	PJS	158874	82288	PSD	439.15
VENDOR TOTAL					7,486.68
MUTUAL OF OMAHA	BWL	158960	001445314005	LIFE & DISABILITY INSURANCE PREMIUM - DE	3,061.89
VENDOR TOTAL					3,061.89
MVP HEALTH CARE	BWL	158947	17387105	DECEMBER HEALTH CARE BILL	163,659.20
VENDOR TOTAL					163,659.20
NEW YORK STATE AND LOCAL RETIREMENT SYSTEM	BWL	158864	30049 ERS - 2023 ANNUAL INV.	2023 ANNUAL RETIREMENT INVOICE	739,762.00
VENDOR TOTAL					739,762.00
ROCHESTER GAS & ELECTRIC	PJS	158875	12710296300	295 FAIRPORT RD PUMP STATION	24.86
	PJS	158876	11510455408	BARKER RD PARK ELECTRIC AND CONSTELLATIO	140.49
	BWL	158950	17900241846	MONTHLY STREET LIGHTING PYMT	6,945.79
VENDOR TOTAL					7,111.14
UNITED STATES POSTAL SERV CMRS-PB	JRH	159016	2022/11POSTAGE	RECREATION POSTAGE METER REFILL	500.00
VENDOR TOTAL					500.00
VERIZON WIRELESS	PJS	158906	9920217713	MONTHLY CELL PHONE CHARGES	471.94
	AM	159047	9920217713	SMARTPHONES	667.94

**PREPAID ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
DECEMBER 2022**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	1,139.88
				REPORT TOTAL	987,871.39

END OF REPORT

TOWN OF PITTSFORD

Expense Control Report

Fiscal Year: 2022 Period From: 1 To: 12

		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 1010	TOWN BOARD								
0001	PERSONAL SERVICES	3,927.00	102,100.00	102,100.00	98,173.08	3,926.92	0.00	3,926.92	96.15
0004	CONTRACTUAL & MISC. EXPENSE	323.23	6,050.00	6,050.00	3,129.48	2,920.52	0.00	2,920.52	51.73
Total Dept 1010	TOWN BOARD	4,250.23	108,150.00	108,150.00	101,302.56	6,847.44	0.00	6,847.44	93.67
Dept 1110	TOWN JUSTICES								
0001	PERSONAL SERVICES	6,070.66	246,400.00	246,400.00	202,998.37	43,401.63	0.00	43,401.63	82.39
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	744.72	140,655.00	141,018.96	127,561.13	13,457.83	363.96	13,093.87	90.46
Total Dept 1110	TOWN JUSTICES	6,815.38	387,555.00	387,918.96	330,559.50	57,359.46	363.96	56,995.50	85.21
Dept 1220	TOWN SUPERVISOR								
0001	PERSONAL SERVICES	7,268.98	188,996.00	188,996.00	179,708.25	9,287.75	0.00	9,287.75	95.09
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	349.00	151.00	0.00	151.00	69.80
0004	CONTRACTUAL & MISC. EXPENSE	43.50	5,280.00	5,280.00	3,253.52	2,026.48	116.41	1,910.07	61.62
Total Dept 1220	TOWN SUPERVISOR	7,312.48	194,776.00	194,776.00	183,310.77	11,465.23	116.41	11,348.82	94.11
Dept 1230	COMMUNITY SERVICE								
0001	PERSONAL SERVICES	3,876.00	99,788.00	101,727.00	93,974.00	7,753.00	0.00	7,753.00	92.38
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	3,600.00	51,050.00	51,050.00	43,710.23	7,339.77	0.00	7,339.77	85.62
Total Dept 1230	COMMUNITY SERVICE	7,476.00	151,338.00	153,277.00	137,684.23	15,592.77	0.00	15,592.77	89.83
Dept 1310	DIRECTOR OF FINANCE								
0001	PERSONAL SERVICES	4,682.80	99,822.00	99,822.00	90,678.20	9,143.80	0.00	9,143.80	90.84
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	5.30	3,200.00	3,700.00	3,457.82	242.18	0.00	242.18	93.45
Total Dept 1310	DIRECTOR OF FINANCE	4,688.10	103,522.00	103,522.00	94,136.02	9,385.98	0.00	9,385.98	90.93
Dept 1320	INDEPENDENT AUDIT								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	50,000.00	50,000.00	28,290.00	21,710.00	0.00	21,710.00	56.58
Total Dept 1320	INDEPENDENT AUDIT	0.00	50,000.00	50,000.00	28,290.00	21,710.00	0.00	21,710.00	56.58
Dept 1330	TAX COLLECTION								
0001	PERSONAL SERVICES	756.67	46,430.00	46,430.00	42,012.51	4,417.49	0.00	4,417.49	90.49
0004	CONTRACTUAL & MISC. EXPENSE	15.63	8,350.00	8,350.00	7,010.91	1,339.09	0.00	1,339.09	83.96
Total Dept 1330	TAX COLLECTION	772.30	54,780.00	54,780.00	49,023.42	5,756.58	0.00	5,756.58	89.49

TOWN OF PITTSFORD

Expense Control Report

Fiscal Year: 2022 Period From: 1 To: 12

		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	6,124.92	198,650.00	200,803.00	141,597.16	59,205.84	0.00	59,205.84	70.52
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	218.53	27,430.00	27,680.00	4,185.42	23,494.58	0.00	23,494.58	15.12
Total Dept 1355	ASSESSOR	6,343.45	226,580.00	228,983.00	145,782.58	83,200.42	0.00	83,200.42	63.67
Dept 1375	CREDIT CARD FEES								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	30,000.00	30,000.00	25,621.08	4,378.92	0.00	4,378.92	85.40
Total Dept 1375	CREDIT CARD FEES	0.00	30,000.00	30,000.00	25,621.08	4,378.92	0.00	4,378.92	85.40
Dept 1410	TOWN CLERK								
0001	PERSONAL SERVICES	7,860.70	188,000.00	188,000.00	166,423.54	21,576.46	0.00	21,576.46	88.52
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	300.00	300.00	135.35	164.65	0.00	164.65	45.12
0004	CONTRACTUAL & MISC. EXPENSE	69.70	8,775.00	8,775.00	6,257.95	2,517.05	0.00	2,517.05	71.32
Total Dept 1410	TOWN CLERK	7,930.40	197,075.00	197,075.00	172,816.84	24,258.16	0.00	24,258.16	87.69
Dept 1420	ATTORNEY								
0001	PERSONAL SERVICES	2,955.64	46,848.00	48,668.00	46,986.19	1,681.81	0.00	1,681.81	96.54
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	250.00	250.00	0.00	250.00	0.00	250.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	520.88	17,150.00	19,432.00	10,338.01	9,093.99	2,282.00	6,811.99	53.20
Total Dept 1420	ATTORNEY	3,476.52	64,248.00	68,350.00	57,324.20	11,025.80	2,282.00	8,743.80	83.87
Dept 1430	PERSONNEL								
0001	PERSONAL SERVICES	3,519.87	108,398.00	110,235.00	79,186.01	31,048.99	0.00	31,048.99	71.83
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	1,000.00	1,529.55	1,529.55	0.00	0.00	0.00	100.00
0004	CONTRACTUAL & MISC. EXPENSE	5,122.13	95,430.00	112,900.45	88,794.32	24,106.13	79.70	24,026.43	78.65
Total Dept 1430	PERSONNEL	8,642.00	204,828.00	224,665.00	169,509.88	55,155.12	79.70	55,075.42	75.45
Dept 1440	ENGINEERING								
0004	CONTRACTUAL & MISC. EXPENSE	1,218.75	20,000.00	27,560.00	18,626.14	8,933.86	5,439.00	3,494.86	67.58
Total Dept 1440	ENGINEERING	1,218.75	20,000.00	27,560.00	18,626.14	8,933.86	5,439.00	3,494.86	67.58
Dept 1450	ELECTIONS								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	61,354.00	61,354.00	0.00	61,354.00	0.00	61,354.00	0.00
Total Dept 1450	ELECTIONS	0.00	61,354.00	61,354.00	0.00	61,354.00	0.00	61,354.00	0.00
Dept 1460	RECORDS MANAGEMENT								
0004	CONTRACTUAL & MISC.	0.00	1,000.00	1,000.00	165.06	834.94	0.00	834.94	16.51

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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	165.06	834.94	0.00	834.94	16.51
Dept 1490	PUBLIC WORKS								
0001	PERSONAL SERVICES	7,870.75	234,000.00	236,695.00	176,197.53	60,497.47	0.00	60,497.47	74.44
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	1,250.00	1,250.00	573.20	676.80	0.00	676.80	45.86
0004	CONTRACTUAL & MISC. EXPENSE	617.41	18,160.00	18,168.00	16,492.86	1,675.14	13.89	1,661.25	90.78
Total Dept 1490	PUBLIC WORKS	8,488.16	253,410.00	256,113.00	193,263.59	62,849.41	13.89	62,835.52	75.46
Dept 1620	BUILDING								
0001	PERSONAL SERVICES	180.00	4,800.00	4,800.00	4,290.00	510.00	0.00	510.00	89.38
0004	CONTRACTUAL & MISC. EXPENSE	9,739.80	272,751.00	273,322.96	190,555.53	82,767.43	255.57	82,511.86	69.72
Total Dept 1620	BUILDING	9,919.80	277,551.00	278,122.96	194,845.53	83,277.43	255.57	83,021.86	70.06
Dept 1670	CENTRAL MAILING								
0004	CONTRACTUAL & MISC. EXPENSE	6,126.75	65,000.00	65,000.00	37,864.19	27,135.81	0.00	27,135.81	58.25
Total Dept 1670	CENTRAL MAILING	6,126.75	65,000.00	65,000.00	37,864.19	27,135.81	0.00	27,135.81	58.25
Dept 1680	DATA PROCESSING								
0001	PERSONAL SERVICES	11,002.05	246,615.00	248,408.00	225,850.93	22,557.07	0.00	22,557.07	90.92
0002	EQUIPMENT & CAPITAL OUTLAY	7,913.53	2,500.00	30,500.00	29,803.05	696.95	681.61	15.34	97.71
0004	CONTRACTUAL & MISC. EXPENSE	19,480.47	131,736.00	262,961.01	153,003.50	109,957.51	98,490.54	11,466.97	58.18
Total Dept 1680	DATA PROCESSING	38,396.05	380,851.00	541,869.01	408,657.48	133,211.53	99,172.15	34,039.38	75.42
Dept 1910	UNALLOCATED INSURANCE								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	225,000.00	225,000.00	221,814.48	3,185.52	0.00	3,185.52	98.58
Total Dept 1910	UNALLOCATED INSURANCE	0.00	225,000.00	225,000.00	221,814.48	3,185.52	0.00	3,185.52	98.58
Dept 1920	MUNICIPAL ASSOCIATION DUES								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	1,900.00	1,900.00	0.00	1,900.00	0.00	1,900.00	0.00
Total Dept 1920	MUNICIPAL ASSOCIATION DUES	0.00	1,900.00	1,900.00	0.00	1,900.00	0.00	1,900.00	0.00
Dept 1930	JUDGEMENTS/CLAIMS								
0004	CONTRACTUAL & MISC. EXPENSE	287.17	4,000.00	4,000.00	2,225.44	1,774.56	0.00	1,774.56	55.64
Total Dept 1930	JUDGEMENTS/CLAIMS	287.17	4,000.00	4,000.00	2,225.44	1,774.56	0.00	1,774.56	55.64
Dept 1950	PROPERTY TAX								
0004	CONTRACTUAL & MISC.	0.00	8,000.00	8,000.00	5,460.89	2,539.11	0.00	2,539.11	68.26

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Fund 0001	GENERAL FUND								
Dept 1950	PROPERTY TAX EXPENSE								
Total Dept 1950	PROPERTY TAX	0.00	8,000.00	8,000.00	5,460.89	2,539.11	0.00	2,539.11	68.26
Dept 1989	UNCLASSIFIED								
0002	EQUIPMENT & CAPITAL OUTLAY	16,981.38	182,250.00	299,634.31	224,417.21	75,217.10	63,561.63	11,655.47	74.90
Total Dept 1989	UNCLASSIFIED	16,981.38	182,250.00	299,634.31	224,417.21	75,217.10	63,561.63	11,655.47	74.90
Dept 1990	CONTINGENCY								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	150,000.00	99,500.00	0.00	99,500.00	0.00	99,500.00	0.00
Total Dept 1990	CONTINGENCY	0.00	150,000.00	99,500.00	0.00	99,500.00	0.00	99,500.00	0.00
Dept 2620	CUSTODIAL								
0001	PERSONAL SERVICES	17,011.37	432,482.00	448,182.00	413,666.67	34,515.33	0.00	34,515.33	92.30
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	4,200.00	123,557.16	67,696.20	55,860.96	54,186.86	1,674.10	54.79
0004	CONTRACTUAL & MISC. EXPENSE	10,306.24	180,729.00	225,261.32	191,174.75	34,086.57	32,294.98	1,791.59	84.87
Total Dept 2620	CUSTODIAL	27,317.61	617,411.00	797,000.48	672,537.62	124,462.86	86,481.84	37,981.02	84.38
Dept 3120	CROSSING GUARDS								
0001	PERSONAL SERVICES	6,788.99	162,389.00	167,889.00	156,301.07	11,587.93	0.00	11,587.93	93.10
0004	CONTRACTUAL & MISC. EXPENSE	195.42	1,450.00	2,400.00	2,263.50	136.50	0.00	136.50	94.31
Total Dept 3120	CROSSING GUARDS	6,984.41	163,839.00	170,289.00	158,564.57	11,724.43	0.00	11,724.43	93.11
Dept 3310	TRAFFIC								
0002	EQUIPMENT & CAPITAL OUTLAY	1,250.58	7,000.00	7,500.00	6,826.14	673.86	500.00	173.86	91.02
0004	CONTRACTUAL & MISC. EXPENSE	156.55	17,600.00	29,095.00	11,868.64	17,226.36	10,892.45	6,333.91	40.79
Total Dept 3310	TRAFFIC	1,407.13	24,600.00	36,595.00	18,694.78	17,900.22	11,392.45	6,507.77	51.09
Dept 3510	CONTROL OF ANIMALS								
0001	PERSONAL SERVICES	2,377.50	63,000.00	63,000.00	56,829.23	6,170.77	0.00	6,170.77	90.21
0004	CONTRACTUAL & MISC. EXPENSE	72.62	7,150.00	7,177.90	2,465.00	4,712.90	0.00	4,712.90	34.34
Total Dept 3510	CONTROL OF ANIMALS	2,450.12	70,150.00	70,177.90	59,294.23	10,883.67	0.00	10,883.67	84.49
Dept 4210	YOUTH SERVICES								
0004	CONTRACTUAL & MISC. EXPENSE	5,388.33	64,660.00	104,060.00	104,059.96	0.04	0.00	0.04	100.00
Total Dept 4210	YOUTH SERVICES	5,388.33	64,660.00	104,060.00	104,059.96	0.04	0.00	0.04	100.00
Dept 4560	PHYSICIAN								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	1,400.00	1,400.00	1,400.00	0.00	0.00	0.00	100.00

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Fund 0001	GENERAL FUND								
Dept 4560	PHYSICIAN								
Total Dept 4560	PHYSICIAN	0.00	1,400.00	1,400.00	1,400.00	0.00	0.00	0.00	100.00
Dept 5010	SUPERINTENDENT OF HIGHWAYS								
0001	PERSONAL SERVICES	1,932.24	58,600.00	58,600.00	53,852.61	4,747.39	0.00	4,747.39	91.90
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	146.65	353.35	0.00	353.35	29.33
0004	CONTRACTUAL & MISC. EXPENSE	0.00	1,000.00	1,000.00	261.56	738.44	0.00	738.44	26.16
Total Dept 5010	SUPERINTENDENT OF HIGHWAYS	1,932.24	60,100.00	60,100.00	54,260.82	5,839.18	0.00	5,839.18	90.28
Dept 5132	HIGHWAY GARAGE								
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	33,500.00	44,370.00	26,009.95	18,360.05	14,797.00	3,563.05	58.62
0004	CONTRACTUAL & MISC. EXPENSE	4,620.26	51,928.00	56,101.00	41,960.55	14,140.45	0.00	14,140.45	74.79
Total Dept 5132	HIGHWAY GARAGE	4,620.26	85,428.00	100,471.00	67,970.50	32,500.50	14,797.00	17,703.50	67.65
Dept 5182	STREET LIGHTING								
0004	CONTRACTUAL & MISC. EXPENSE	181.25	40,000.00	40,000.00	21,654.27	18,345.73	0.00	18,345.73	54.14
Total Dept 5182	STREET LIGHTING	181.25	40,000.00	40,000.00	21,654.27	18,345.73	0.00	18,345.73	54.14
Dept 6410	PUBLICITY								
0001	PERSONAL SERVICES	2,865.38	102,610.00	102,610.00	81,267.79	21,342.21	0.00	21,342.21	79.20
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	5,626.21	47,920.00	47,920.00	31,994.86	15,925.14	0.00	15,925.14	66.77
Total Dept 6410	PUBLICITY	8,491.59	151,030.00	151,030.00	113,262.65	37,767.35	0.00	37,767.35	74.99
Dept 6510	VETERANS SERVICE								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	300.00	300.00	23.00	277.00	0.00	277.00	7.67
Total Dept 6510	VETERANS SERVICE	0.00	300.00	300.00	23.00	277.00	0.00	277.00	7.67
Dept 6772	PROGRAMS FOR AGING								
0001	PERSONAL SERVICES	4,794.92	173,172.00	173,172.00	120,406.42	52,765.58	0.00	52,765.58	69.53
0004	CONTRACTUAL & MISC. EXPENSE	7,670.25	94,690.00	95,278.97	73,613.72	21,665.25	0.00	21,665.25	77.26
Total Dept 6772	PROGRAMS FOR AGING	12,465.17	267,862.00	268,450.97	194,020.14	74,430.83	0.00	74,430.83	72.27
Dept 7020	RECREATION ADMINISTRATION								
0001	PERSONAL SERVICES	20,004.52	686,235.00	687,812.00	506,911.45	180,900.55	0.00	180,900.55	73.70
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	5,000.00	6,282.91	4,633.06	1,649.85	0.00	1,649.85	73.74
0004	CONTRACTUAL & MISC.	22,146.63	380,690.00	472,171.81	423,422.87	48,748.94	0.00	48,748.94	89.68

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Fund 0001	GENERAL FUND								
Dept 9710	SERIAL BONDS								
Dept 9710	SERIAL BONDS	1,275.00	98,917.00	98,917.00	98,915.63	1.37	0.00	1.37	100.00
Dept 9901	INTERFUND TRANSFERS								
0009	INTERFUND TRANSFERS	0.00	2,032,876.00	3,557,642.00	3,557,642.00	0.00	0.00	0.00	100.00
Total Dept 9901	INTERFUND TRANSFERS	0.00	2,032,876.00	3,557,642.00	3,557,642.00	0.00	0.00	0.00	100.00
Dept 9950	TRANSFER TO CAPITAL PROJECTS								
0009	INTERFUND TRANSFERS	0.00	100,000.00	72,002.00	9,000.00	63,002.00	0.00	63,002.00	12.50
Total Dept 9950	TRANSFER TO CAPITAL PROJECTS	0.00	100,000.00	72,002.00	9,000.00	63,002.00	0.00	63,002.00	12.50
Total Fund 0001	GENERAL FUND	317,274.37	11,482,403.00	13,905,257.91	11,728,992.40	2,176,265.51	335,919.37	1,840,346.14	84.35

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Fund 0002	PART TOWN FUND								
Dept 9040	WORKERS COMPENSATION								
0008	EMPLOYEE BENEFITS	0.00	21,300.00	21,300.00	16,180.05	5,119.95	0.00	5,119.95	75.96
Total Dept 9040	WORKERS COMPENSATION	0.00	21,300.00	21,300.00	16,180.05	5,119.95	0.00	5,119.95	75.96
Dept 9045	LIFE INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	350.00	350.00	283.98	66.02	0.00	66.02	81.14
Total Dept 9045	LIFE INSURANCE	0.00	350.00	350.00	283.98	66.02	0.00	66.02	81.14
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	0.00	1,234.00	1,234.00	920.16	313.84	0.00	313.84	74.57
Total Dept 9055	DISABILITY INSURANCE	0.00	1,234.00	1,234.00	920.16	313.84	0.00	313.84	74.57
Dept 9060	HOSPITALIZATION								
0008	EMPLOYEE BENEFITS	561.41	162,198.00	162,198.00	160,384.44	1,813.56	0.00	1,813.56	98.88
Total Dept 9060	HOSPITALIZATION	561.41	162,198.00	162,198.00	160,384.44	1,813.56	0.00	1,813.56	98.88
Dept 9089	MISC. EMPLOYEE BENEFITS								
0008	EMPLOYEE BENEFITS	0.00	100.00	100.00	55.00	45.00	0.00	45.00	55.00
Total Dept 9089	MISC. EMPLOYEE BENEFITS	0.00	100.00	100.00	55.00	45.00	0.00	45.00	55.00
Total Fund 0002	PART TOWN FUND	43,609.08	1,429,050.00	1,633,811.87	1,319,530.00	314,281.87	51,589.68	262,692.19	80.76

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Fund 0003	LIBRARY FUND								
Dept 4560	PHYSICIAN								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	600.00	600.00	600.00	0.00	0.00	0.00	100.00
Total Dept 4560	PHYSICIAN	0.00	600.00	600.00	600.00	0.00	0.00	0.00	100.00
Dept 7410	LIBRARY								
0001	PERSONAL SERVICES	32,026.26	951,305.00	952,887.00	795,147.62	157,739.38	0.00	157,739.38	83.45
0002	EQUIPMENT & CAPITAL OUTLAY	3,639.00	2,910.00	66,410.00	59,248.12	7,161.88	4,424.06	2,737.82	89.22
0004	CONTRACTUAL & MISC. EXPENSE	35,207.83	243,222.00	290,246.92	244,827.70	45,419.22	10,486.58	34,932.64	84.35
Total Dept 7410	LIBRARY	70,873.09	1,197,437.00	1,309,543.92	1,099,223.44	210,320.48	14,910.64	195,409.84	83.94
Dept 9010	STATE RETIREMENT								
0008	EMPLOYEE BENEFITS	0.00	119,479.00	119,479.00	76,669.42	42,809.58	0.00	42,809.58	64.17
Total Dept 9010	STATE RETIREMENT	0.00	119,479.00	119,479.00	76,669.42	42,809.58	0.00	42,809.58	64.17
Dept 9030	SOCIAL SECURITY								
0008	EMPLOYEE BENEFITS	2,441.01	72,461.00	72,461.00	59,521.92	12,939.08	0.00	12,939.08	82.14
Total Dept 9030	SOCIAL SECURITY	2,441.01	72,461.00	72,461.00	59,521.92	12,939.08	0.00	12,939.08	82.14
Dept 9040	WORKERS COMPENSATION								
0008	EMPLOYEE BENEFITS	0.00	9,725.00	9,725.00	6,845.67	2,879.33	0.00	2,879.33	70.39
Total Dept 9040	WORKERS COMPENSATION	0.00	9,725.00	9,725.00	6,845.67	2,879.33	0.00	2,879.33	70.39
Dept 9045	LIFE INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	350.00	350.00	326.44	23.56	0.00	23.56	93.27
Total Dept 9045	LIFE INSURANCE	0.00	350.00	350.00	326.44	23.56	0.00	23.56	93.27
Dept 9050	UNEMPLOYMENT INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	1,500.00	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00
Total Dept 9050	UNEMPLOYMENT INSURANCE	0.00	1,500.00	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00
Dept 9055	DISABILITY INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	1,500.00	1,500.00	902.12	597.88	0.00	597.88	60.14
Total Dept 9055	DISABILITY INSURANCE	0.00	1,500.00	1,500.00	902.12	597.88	0.00	597.88	60.14
Dept 9060	HOSPITALIZATION								
0008	EMPLOYEE BENEFITS	266.53	196,000.00	196,000.00	166,331.19	29,668.81	0.00	29,668.81	84.86
Total Dept 9060	HOSPITALIZATION	266.53	196,000.00	196,000.00	166,331.19	29,668.81	0.00	29,668.81	84.86
Dept 9089	MISC. EMPLOYEE BENEFITS								
0008	EMPLOYEE BENEFITS	0.00	300.00	314.00	234.00	80.00	0.00	80.00	74.52
Total Dept 9089	MISC. EMPLOYEE BENEFITS	0.00	300.00	314.00	234.00	80.00	0.00	80.00	74.52
Total Fund 0003	LIBRARY FUND	73,580.63	1,599,352.00	1,711,472.92	1,410,654.20	300,818.72	14,910.64	285,908.08	82.42

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Fund 0004	HIGHWAY WHOLE TOWN FUND								
Dept 1989	UNCLASSIFIED								
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	325,000.00	1,081,882.00	436,954.00	644,928.00	641,739.00	3,189.00	40.39
Total Dept 1989	UNCLASSIFIED	0.00	325,000.00	1,081,882.00	436,954.00	644,928.00	641,739.00	3,189.00	40.39
Dept 4560	PHYSICIAN								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	2,000.00	2,000.00	1,207.00	793.00	0.00	793.00	60.35
Total Dept 4560	PHYSICIAN	0.00	2,000.00	2,000.00	1,207.00	793.00	0.00	793.00	60.35
Dept 5130	MACHINERY								
0001	PERSONAL SERVICES	4,891.56	109,000.00	109,000.00	106,281.98	2,718.02	0.00	2,718.02	97.51
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	16,300.00	18,000.00	9,068.06	8,931.94	0.00	8,931.94	50.38
0004	CONTRACTUAL & MISC. EXPENSE	5,909.01	194,400.00	244,950.00	236,402.48	8,547.52	4,787.62	3,759.90	96.51
Total Dept 5130	MACHINERY	10,800.57	319,700.00	371,950.00	351,752.52	20,197.48	4,787.62	15,409.86	94.57
Dept 5140	BRUSH & WEEDS								
0001	PERSONAL SERVICES	0.00	20,400.00	20,400.00	13,919.24	6,480.76	0.00	6,480.76	68.23
Total Dept 5140	BRUSH & WEEDS	0.00	20,400.00	20,400.00	13,919.24	6,480.76	0.00	6,480.76	68.23
Dept 5142	SNOW REMOVAL								
0001	PERSONAL SERVICES	96,523.36	933,000.00	933,000.00	718,809.52	214,190.48	0.00	214,190.48	77.04
0004	CONTRACTUAL & MISC. EXPENSE	45,492.80	491,330.00	557,254.00	528,437.55	28,816.45	1,656.80	27,159.65	94.83
Total Dept 5142	SNOW REMOVAL	142,016.16	1,424,330.00	1,490,254.00	1,247,247.07	243,006.93	1,656.80	241,350.13	83.69
Dept 9010	STATE RETIREMENT								
0008	EMPLOYEE BENEFITS	0.00	162,122.00	162,122.00	117,018.87	45,103.13	0.00	45,103.13	72.18
Total Dept 9010	STATE RETIREMENT	0.00	162,122.00	162,122.00	117,018.87	45,103.13	0.00	45,103.13	72.18
Dept 9030	SOCIAL SECURITY								
0008	EMPLOYEE BENEFITS	7,821.92	80,000.00	80,000.00	62,694.50	17,305.50	0.00	17,305.50	78.37
Total Dept 9030	SOCIAL SECURITY	7,821.92	80,000.00	80,000.00	62,694.50	17,305.50	0.00	17,305.50	78.37
Dept 9040	WORKERS COMPENSATION								
0008	EMPLOYEE BENEFITS	0.00	78,230.00	55,230.00	52,751.56	2,478.44	0.00	2,478.44	95.51
Total Dept 9040	WORKERS COMPENSATION	0.00	78,230.00	55,230.00	52,751.56	2,478.44	0.00	2,478.44	95.51
Dept 9045	LIFE INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	895.00	895.00	590.35	304.65	0.00	304.65	65.96
Total Dept 9045	LIFE INSURANCE	0.00	895.00	895.00	590.35	304.65	0.00	304.65	65.96
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

TOWN OF PITTSFORD

Expense Control Report

Fiscal Year: 2022 Period From: 1 To: 12

		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	0.00	2,545.00	2,545.00	1,670.52	874.48	0.00	874.48	65.64
Total Dept 9055	DISABILITY INSURANCE	0.00	2,545.00	2,545.00	1,670.52	874.48	0.00	874.48	65.64
Dept 9060	HOSPITALIZATION								
0008	EMPLOYEE BENEFITS	1,020.82	425,380.00	425,380.00	367,180.40	58,199.60	0.00	58,199.60	86.32
Total Dept 9060	HOSPITALIZATION	1,020.82	425,380.00	425,380.00	367,180.40	58,199.60	0.00	58,199.60	86.32
Dept 9089	MISC. EMPLOYEE BENEFITS								
0008	EMPLOYEE BENEFITS	0.00	225.00	239.00	179.00	60.00	0.00	60.00	74.90
Total Dept 9089	MISC. EMPLOYEE BENEFITS	0.00	225.00	239.00	179.00	60.00	0.00	60.00	74.90
Total Fund 0004	HIGHWAY WHOLE TOWN FUND	161,659.47	2,843,827.00	3,695,897.00	2,653,165.03	1,042,731.97	648,183.42	394,548.55	71.79

TOWN OF PITTSFORD

Expense Control Report

Fiscal Year: 2022 Period From: 1 To: 12

		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0005	HIGHWAY PART TOWN FUND								
Dept 4560	PHYSICIAN								
0004	CONTRACTUAL & MISC. EXPENSE	135.00	2,600.00	2,600.00	2,345.00	255.00	0.00	255.00	90.19
Total Dept 4560	PHYSICIAN	135.00	2,600.00	2,600.00	2,345.00	255.00	0.00	255.00	90.19
Dept 5110	GENERAL REPAIRS								
0001	PERSONAL SERVICES	5,101.29	1,620,714.00	1,592,266.00	1,333,664.12	258,601.88	0.00	258,601.88	83.76
0004	CONTRACTUAL & MISC. EXPENSE	2,175.51	1,063,848.00	1,789,068.00	1,726,756.95	62,311.05	37,629.32	24,681.73	96.52
Total Dept 5110	GENERAL REPAIRS	7,276.80	2,684,562.00	3,381,334.00	3,060,421.07	320,912.93	37,629.32	283,283.61	90.51
Dept 5112	IMPROVEMENTS								
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	196,324.00	521,464.00	520,864.00	600.00	0.00	600.00	99.88
Total Dept 5112	IMPROVEMENTS	0.00	196,324.00	521,464.00	520,864.00	600.00	0.00	600.00	99.88
Dept 9010	STATE RETIREMENT								
0008	EMPLOYEE BENEFITS	0.00	206,666.00	206,666.00	131,881.81	74,784.19	0.00	74,784.19	63.81
Total Dept 9010	STATE RETIREMENT	0.00	206,666.00	206,666.00	131,881.81	74,784.19	0.00	74,784.19	63.81
Dept 9030	SOCIAL SECURITY								
0008	EMPLOYEE BENEFITS	387.16	119,792.00	119,792.00	99,040.57	20,751.43	0.00	20,751.43	82.68
Total Dept 9030	SOCIAL SECURITY	387.16	119,792.00	119,792.00	99,040.57	20,751.43	0.00	20,751.43	82.68
Dept 9040	WORKERS COMPENSATION								
0008	EMPLOYEE BENEFITS	0.00	184,901.00	131,901.00	130,344.67	1,556.33	0.00	1,556.33	98.82
Total Dept 9040	WORKERS COMPENSATION	0.00	184,901.00	131,901.00	130,344.67	1,556.33	0.00	1,556.33	98.82
Dept 9045	LIFE INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	800.00	800.00	559.41	240.59	0.00	240.59	69.93
Total Dept 9045	LIFE INSURANCE	0.00	800.00	800.00	559.41	240.59	0.00	240.59	69.93
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	0.00	2,400.00	2,400.00	1,590.02	809.98	0.00	809.98	66.25
Total Dept 9055	DISABILITY INSURANCE	0.00	2,400.00	2,400.00	1,590.02	809.98	0.00	809.98	66.25
Dept 9060	HOSPITALIZATION								
0008	EMPLOYEE BENEFITS	1,064.49	484,678.00	484,678.00	396,523.90	88,154.10	0.00	88,154.10	81.81
Total Dept 9060	HOSPITALIZATION	1,064.49	484,678.00	484,678.00	396,523.90	88,154.10	0.00	88,154.10	81.81
Dept 9089	MISC. EMPLOYEE BENEFITS								
0008	EMPLOYEE BENEFITS	0.00	325.00	339.00	234.00	105.00	0.00	105.00	69.03

TOWN OF PITTSFORD

Expense Control Report

Fiscal Year: 2022 Period From: 1 To: 12

		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0005	HIGHWAY PART TOWN FUND								
Dept 9089	MISC. EMPLOYEE BENEFITS								
Total Dept 9089	MISC. EMPLOYEE BENEFITS	0.00	325.00	339.00	234.00	105.00	0.00	105.00	69.03
Total Fund 0005	HIGHWAY PART TOWN FUND	8,863.45	3,886,048.00	4,854,974.00	4,343,804.45	511,169.55	37,629.32	473,540.23	89.47
Grand Total		604,987.00	21,240,680.00	25,801,413.70	21,456,146.08	4,345,267.62	1,088,232.43	3,257,035.19	83.16

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

TOWN OF PITTSFORD

Revenue Control Report

Fiscal Year: 2022 Period From: 1 To: 12

		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	0.00	6,457,868.00	6,457,868.00	6,457,868.00	0.00	100.00
Item 1081	OTHER PYMT IN LIEU OF TAXES	0.00	0.00	2,294.00	2,294.00	2,283.25	10.75	99.53
Item 1090	INTEREST & PENALTY ON PROP TAX	0.00	0.00	140,000.00	140,000.00	144,266.72	(4,266.72)	103.05
Item 1170	FRANCHISES	0.00	0.00	395,000.00	395,000.00	395,737.36	(737.36)	100.19
Item 1232	TAX COLLECTOR FEES	124.45	(124.45)	3,200.00	3,200.00	124.45	3,075.55	3.89
Item 1255	CLERK FEES	142.50	(142.50)	3,500.00	3,500.00	3,630.00	(130.00)	103.71
Item 1550	DOG WARDEN FEES	0.00	0.00	200.00	200.00	186.00	14.00	93.00
Item 2001	CULTURE & RECREATION FEES	(810.00)	810.00	732,250.00	829,600.00	990,834.76	(161,234.76)	119.44
Item 2210	GENERAL SERVICES - OTHER GOV'T	0.00	0.00	61,254.00	61,254.00	0.00	61,254.00	0.00
Item 2228	GIS CHARGES, OTHER GOV'T	0.00	0.00	10,000.00	10,000.00	13,841.00	(3,841.00)	138.41
Item 2350	YOUTH SER/OTHER GOV'T.	0.00	0.00	6,500.00	6,500.00	0.00	6,500.00	0.00
Item 2351	PROGRAMS FOR AGING - OTHER GOV'T	0.00	0.00	40,000.00	40,000.00	34,421.48	5,578.52	86.05
Item 2401	INTEREST & EARNINGS	3,114.75	(3,114.75)	30,000.00	30,000.00	91,414.42	(61,414.42)	304.71
Item 2410	RENTAL OF LAND	8,518.48	(8,518.48)	134,825.00	134,825.00	144,331.35	(9,506.35)	107.05
Item 2411	FIELD USE FEES	0.00	0.00	8,100.00	8,100.00	8,625.00	(525.00)	106.48
Item 2450	COMMISSIONS	0.00	0.00	400.00	400.00	711.51	(311.51)	177.88
Item 2544	DOG LICENSES	1,379.00	(1,379.00)	17,000.00	17,000.00	14,644.00	2,356.00	86.14
Item 2560	STREET OPENING PERMITS	0.00	0.00	2,500.00	2,500.00	2,265.00	235.00	90.60
Item 2590	PERMITS	0.00	0.00	8,000.00	8,000.00	9,615.00	(1,615.00)	120.19
Item 2610	FINES & FORFEITED BAIL	4,081.00	(4,081.00)	45,000.00	45,000.00	34,205.25	10,794.75	76.01
Item 2655	MINOR SALES	0.00	0.00	0.00	0.00	80.98	(80.98)	100.00
Item 2660	SALE OF LAND	0.00	0.00	0.00	0.00	17,625.00	(17,625.00)	100.00
Item 2665	SALE OF EQUIPMENT	0.00	0.00	0.00	0.00	575.00	(575.00)	100.00
Item 2701	REFUND OF PRIOR YEAR EXP.	0.00	0.00	500.00	500.00	885.33	(385.33)	177.07
Item 2705	GIFTS & DONATIONS	6.00	(6.00)	20,000.00	20,000.00	22,846.00	(2,846.00)	114.23
Item 2750	AIM - RELATED PAYMENTS	0.00	0.00	108,081.00	108,081.00	108,081.00	0.00	100.00
Item 2770	OTHER UNCLASSIFIED REVENUES	394.38	(394.38)	20,000.00	20,000.00	16,921.02	3,078.98	84.61
Item 2801	INTERFUND REVENUES	0.00	0.00	25,000.00	25,000.00	33,290.34	(8,290.34)	133.16
Item 3005	MORTGAGE TAX	673,412.48	(673,412.48)	1,025,000.00	1,025,000.00	1,311,565.16	(286,565.16)	127.96
Item 3089	OTHER STATE AID	0.00	0.00	0.00	1,000.00	1,000.00	0.00	100.00
Item 4089	GENERAL FEDERAL AID	0.00	0.00	0.00	2,124,110.00	2,124,110.00	0.00	100.00
Item 5031	INTERFUND TRANSFERS	0.00	0.00	450,000.00	547,289.00	547,289.00	0.00	100.00
Item 5999	APPROP FD BALANCE	0.00	0.00	1,735,931.00	1,735,931.00	0.00	1,735,931.00	0.00
Total Fund 0001	GENERAL FUND	690,363.04	(690,363.04)	11,482,403.00	13,802,152.00	12,533,273.38	1,268,878.62	90.81

TOWN OF PITTSFORD

Revenue Control Report

Fiscal Year: 2022 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 0002	PART TOWN FUND							
Item 1120	SALES TAX	0.00	0.00	1,002,000.00	1,002,000.00	1,132,162.20	(130,162.20)	112.99
Item 1560	SAFETY INSPECTION FEES	0.00	0.00	5,000.00	5,000.00	2,824.05	2,175.95	56.48
Item 1570	DEMOLITION PERMITS	200.00	(200.00)	750.00	750.00	480.00	270.00	64.00
Item 2110	ZONING FEES	144.00	(144.00)	2,500.00	2,500.00	2,165.00	335.00	86.60
Item 2115	PLANNING BOARD FEES	630.00	(630.00)	10,000.00	10,000.00	5,485.00	4,515.00	54.85
Item 2401	INTEREST & EARNINGS	3,279.91	(3,279.91)	5,000.00	5,000.00	12,716.24	(7,716.24)	254.32
Item 2545	LICENSES, OTHER	75.00	(75.00)	3,000.00	3,000.00	2,775.00	225.00	92.50
Item 2550	PERMITS - CERT. OF OCCUPANCY	120.00	(120.00)	3,000.00	3,000.00	3,540.33	(540.33)	118.01
Item 2555	BUILDING & ALTERATION PERMITS	4,811.40	(4,811.40)	90,500.00	90,500.00	83,975.35	6,524.65	92.79
Item 2590	PERMITS	120.00	(120.00)	3,000.00	3,000.00	4,180.00	(1,180.00)	139.33
Item 2591	FIRE ALARM PERMITS	0.00	0.00	1,200.00	1,200.00	420.00	780.00	35.00
Item 2701	REFUND OF PRIOR YEAR EXP.	0.00	0.00	0.00	0.00	894.00	(894.00)	100.00
Item 5031	INTERFUND TRANSFERS	0.00	0.00	0.00	31,932.00	31,932.00	0.00	100.00
Item 5999	APPROP FD BALANCE	0.00	0.00	303,100.00	303,100.00	0.00	303,100.00	0.00
Total Fund 0002	PART TOWN FUND	9,380.31	(9,380.31)	1,429,050.00	1,460,982.00	1,283,549.17	177,432.83	87.86

TOWN OF PITTSFORD

Revenue Control Report

Fiscal Year: 2022 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 0003	LIBRARY FUND							
Item 1001	REAL PROPERTY TAXES	0.00	0.00	1,403,352.00	1,403,352.00	1,403,352.00	0.00	100.00
Item 2081	COLLECTION FEES	112.00	(112.00)	900.00	900.00	241.77	658.23	26.86
Item 2082	LIBRARY FINES	742.84	(742.84)	26,000.00	26,000.00	27,347.47	(1,347.47)	105.18
Item 2083	PRINTING REVENUE	330.01	(330.01)	3,600.00	3,600.00	3,670.97	(70.97)	101.97
Item 2401	INTEREST & EARNINGS	91.95	(91.95)	9,000.00	9,000.00	11,508.23	(2,508.23)	127.87
Item 2701	REFUND OF PRIOR YEAR EXP.	0.00	0.00	0.00	0.00	168.00	(168.00)	100.00
Item 2760	SYSTEM GRANTS	0.00	0.00	6,500.00	16,149.17	18,654.17	(2,505.00)	115.51
Item 3089	OTHER STATE AID	0.00	20,000.00	0.00	20,000.00	20,000.00	0.00	100.00
Item 5031	INTERFUND TRANSFERS	0.00	0.00	0.00	99,582.00	99,582.00	0.00	100.00
Item 5999	APPROP FD BALANCE	0.00	0.00	150,000.00	120,000.00	0.00	120,000.00	0.00
Total Fund 0003	LIBRARY FUND	1,276.80	18,723.20	1,599,352.00	1,698,583.17	1,584,524.61	114,058.56	93.29

Date Prepared: 12/15/2022 03:53 PM

Report Date: 12/15/2022

Account Table: FUND 1-5

Alt. Sort Table:

TOWN OF PITTSFORD

Revenue Control Report

Fiscal Year: 2022 Period From: 1 To: 12

GLR0116 1.0

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Prepared By: BRIAN

		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	0.00	1,835,269.00	1,835,269.00	1,835,269.00	0.00	100.00
Item 2300	SERVICE - OTHER GOV'T.	0.00	0.00	509,305.00	509,305.00	399,182.07	110,122.93	78.38
Item 2401	INTEREST & EARNINGS	460.16	(460.16)	16,500.00	16,500.00	20,130.30	(3,630.30)	122.00
Item 2650	SALE OF SCRAP & EXCESS	0.00	0.00	1,500.00	1,500.00	819.00	681.00	54.60
Item 2701	REFUND OF PRIOR YEAR EXP.	0.00	0.00	0.00	0.00	1,512.00	(1,512.00)	100.00
Item 5031	INTERFUND TRANSFERS	0.00	0.00	0.00	544,937.00	544,937.00	0.00	100.00
Item 5999	APPROP FD BALANCE	0.00	0.00	481,253.00	481,253.00	0.00	481,253.00	0.00
Total Fund 0004	HIGHWAY WHOLE TOWN FUND	460.16	(460.16)	2,843,827.00	3,388,764.00	2,801,849.37	586,914.63	82.68

TOWN OF PITTSFORD

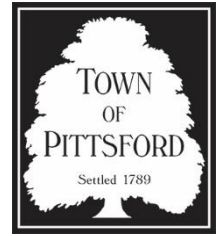
Revenue Control Report

Fiscal Year: 2022 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 0005	HIGHWAY PART TOWN FUND							
Item 1001	REAL PROPERTY TAXES	0.00	0.00	545,224.00	545,224.00	545,224.00	0.00	100.00
Item 1120	SALES TAX	0.00	0.00	2,623,000.00	2,623,000.00	3,046,074.98	(423,074.98)	116.13
Item 2300	SERVICE - OTHER GOV'T.	4,235.52	(4,235.52)	4,000.00	4,000.00	4,235.52	(235.52)	105.89
Item 2401	INTEREST & EARNINGS	6,797.63	(6,797.63)	12,500.00	12,500.00	35,617.59	(23,117.59)	284.94
Item 2701	REFUND OF PRIOR YEAR EXP.	0.00	0.00	0.00	0.00	3,696.50	(3,696.50)	100.00
Item 3501	CHIPS PROGRAM	0.00	0.00	171,324.00	365,564.00	0.00	365,564.00	0.00
Item 5031	INTERFUND TRANSFERS	0.00	0.00	0.00	756,552.00	756,552.00	0.00	100.00
Item 5999	APPROP FD BALANCE	0.00	0.00	530,000.00	530,000.00	0.00	530,000.00	0.00
Total Fund 0005	HIGHWAY PART TOWN FUND	11,033.15	(11,033.15)	3,886,048.00	4,836,840.00	4,391,400.59	445,439.41	90.79
Grand Total		712,513.46	(692,513.46)	21,240,680.00	25,187,321.17	22,594,597.12	2,592,724.05	89.71

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

MEMORANDUM



To: Pittsford Town Board

From: Cheryl Fleming, Personnel Director

Date: December 13, 2022

Regarding: Recommendations for Hiring/Personnel Adjustments

For Meeting On: December 20, 2022

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

Name	Dept	Position	Rate	Date of Hire
Bryce Wallman	Sewer	Seasonal Laborer	\$14.25	12/14/2022
Cynthia Joyner	Library	Circulation Aide	\$15.09	12/22/2022

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

Name	Dept	Position	Rate	Date of Hire
Bryce Wallman	Sewer	Seasonal Laborer	\$14.25	12/14/2022
Cynthia Joyner	Library	Circulation Aide	\$15.09	12/22/2022