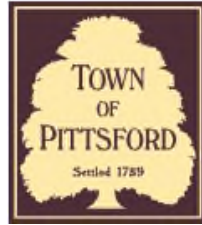


**SUPERVISOR**  
William A. Smith, Jr.



**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, April 4, 2023 – 6:00 PM**

**Call to Order**

**Pledge of Allegiance**

**Minutes**

Approval of Minutes of the meetings of March 21, 2023

**Legal Matters**

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

**Financial Matters**

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

**Recreational Matters**

Public Comment  
2023 Summer Programs  
Access Agreement with Bank of America

**Personnel Matters**

Public Comment  
Hiring Resolutions

**Other Business**

**Public Comment**

**Adjournment**

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

### **Attending in Person**

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

### **Comments:**

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

### **Viewing from Home**

#### **1. Live**

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

<https://videoplayer.telvue.com/player/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](mailto: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](mailto: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 March 21, 2023

**DRAFT  
TOWN OF PITTSFORD  
TOWN BOARD  
MARCH 21, 2023**

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

**PRESENT:** Supervisor William A. Smith, Jr.; Councilmembers Cathy Koshykar, Katherine B. Munzinger, Kim Taylor and Stephanie M. Townsend.

**ABSENT:**

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

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

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

**SUPERVISORS ANNOUCEMENTS**

Supervisor Smith showed off his colorful socks in support of the "Rock your Socks" recognition of World Downs Syndrome Day.

**MINUTES OF THE MARCH 7 MEETING APPROVED**

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

The Resolution was declared carried as follows:

**RESOLVED**, that the Minutes of the March 7, 2023, Town Board meeting are approved.

**FINANCIAL MATTERS**

**PUBLIC COMMENTS**

No comments were made.

**FEBRUARY SURPLUS APPROVED**

Upon review, a resolution to approve the surplus inventory listed was made by Councilmember Taylor, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

**RESOLVED**, that the attached list of equipment be declared surplus and removed from the Town's inventory.

Minutes of the Town Board for March 21, 2023

Asset #	Year	Description	Department	Cost	Disposition
11579	1989	Computer Work Station With Hutch	Planning	\$ 1,105.00	Junked
18715	2019	Bobcat T590 #361-5	Parks	\$ 46,248.92	Trade
13910	2001	Echo Chain Saw 698152	Highway	\$ 160.00	Scrap
14404	2006	Desk 30 x 66 A3066LK	Highway	\$ 218.00	Junked
13902	2001	Southbend Gas Stove	Highway	\$ 995.00	Scrap
17220	2011	Stihl Cutoff Saw 172788546	Highway	\$ 705.00	Scrap
17519	2013	Wacker Jumping Jack Tamper 20159969	Highway	\$ 2,550.00	Scrap
17708	2013	Titan Line Sprayer	Highway	\$ 3,750.00	Auction
17916	2015	Tenco 10 Foot Salter 12747	Highway	\$ 2,200.00	Scrap
11820	1985	Larochelle Snow Plow Wing	Highway	\$ 1,433.00	Scrap
20280	2020	Radio & Antenna #477	Highway	\$ 742.00	Junked

**FEBRUARY VOUCHERS APPROVED**

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

The Resolution was declared carried as follows:

**RESOLVED**, that the February vouchers from numbers 160243 - 160519, totaling \$517,134.80 were approved for payment.

**BUDGET AMENDMENT AND TRANSFER APPROVED**

Following review of the proposed amendment and transfer, Supervisor Smith made a motion to approve the amendment and transfer, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

**Be it resolved that the following are approved:**

**Amendment:**

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

**Transfer:**

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

**OPERATIONAL MATTERS**

**PUBLIC COMMENTS**

No comments were made.

**FARM LEASES OF TOWN OWNED LANDS AUTHORIZED**

Supervisor Smith reviewed the proposal to approve renewing Farm Leases on Town-owned land and adding an additional lease, furthering the intent of the Town’s policies of encouraging agriculture in Pittsford and keeping these lands under cultivation.

## Minutes of the Town Board for March 21, 2023

Councilmember Townsend made a motion authorizing the Supervisor to be able to sign the farm leases, Deputy Supervisor Munzinger seconded, and members voted as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared passed as follows:

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

Robert Lehman	12.5 acres in the Autumn Ridge Subdivision 57.5 acres on the Royal Coach Property
Larry Knickerbocker	8.0 acres on Knickerbocker Road 15.0 acres on Laureldale Drive
Marc Kreiger	7.0 acres on Tobey Road 26.0 acres in the Isaac Gordon Nature Park 19.0 acres Heather Heights
Jared Brush	18.0 acres on Hedgewood Lane
Sal Imburgia	6.8 acres on Clover Street (Bridleridge Farms)

### **APPROVAL OF 2023 FOOD VENDING PERMIT FOR HARLADAY HOTS**

A Resolution to authorize issuing a Food Vending Permit to Harladay Hots was offered by Councilmember Taylor, seconded by Deputy Supervisor Munzinger, and voted on by board members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: None.

The Resolution was declared carried as follows:

**RESOLVED**, that Town Board approves the proposed Food Vending Permit to Harladay Hots, Inc., for a vending unit located at 10 N. Main St., from May 1st to October 31st. 2023, seven days a week from 10:00 a.m. – 3:00 p.m. and that the Town Supervisor is authorized to issue the Permit.

### **APPROVAL OF 2023 FOOD VENDING PERMIT FOR PITTSFORD LITTLE LEAGUE**

A Resolution to authorize issuing a Food Vending Permit to Pittsford Little League was offered by Supervisor Smith, seconded by Councilmember Townsend, and voted on by board members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: None.

The Resolution was declared carried as follows:

**RESOLVED**, that Town Board approves the proposed Food Vending Permit to Pittsford Little League, for a vending unit located at 34 East St., from April 1st to October 31st. 2023, 5:30PM – 8:30PM, Monday – Friday and 8:00AM to 8:00PM, Saturday – Sunday and that the Town Supervisor is authorized to issue the Permit.

### **INTERMUNICIPAL AGREEMENT WITH MONROE COUNTY FOR THE REPLACEMENT OF STONE ROAD CULVERTS**

Supervisor Smith explained that, this summer, Monroe County will replace two deteriorated culverts under Stone Road. In anticipation of a proposed mixed-use trail along Stone Road as outlined in the Town/Village Active Transportation Plan, the installation of such a trail would require ten feet added to each culvert. The County is willing to lengthen the new culverts to accommodate a future mixed-use trail if the Town pays for the additional length. It is proposed to use ARPA funds to cover the costs.

## Minutes of the Town Board for March 21, 2023

Councilmember Townsend made a motion to authorize the Supervisor to execute the Intermunicipal Agreement with Monroe County for replacement of two culverts on Stone Road, Councilmember Taylor seconded, and members voted as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared passed as follows:

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

### **APPROVAL OF ARPA AMENDMENT AND TRANSFER FOR STONE ROAD CULVERTS**

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

The Resolution was declared passed as follows:

**Be it resolved that the following is approved:**

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

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

### **SETTING OF BID DATE FOR CONTRACTED REFUSE DISTRICT SERVICES**

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

The Resolution was declared passed as follows:

**RESOLVED**, that the setting of a bid date for Contracted Refuse District Services be tabled until the bid specifications are complete and Town Board members can review and discuss at a future meeting.

### **PERSONNEL MATTERS**

#### **PUBLIC COMMENTS**

No comments were made.

#### **HIRING/PERSONNEL ADJUSTMENTS APPROVED**

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

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

<b>Name</b>	<b>Dept</b>	<b>Position</b>	<b>Rate</b>	<b>Date of Hire</b>
Rory Bailey Shea	Recreation	Rec Assistant	\$14.20	03/20/2023

Minutes of the Town Board for March 21, 2023

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

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

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

<b>Name</b>	<b>Position</b>	<b>Reason for Change</b>	<b>Rate</b>	<b>Effective Date</b>
Gavin Vaillancourt	Laborer Seasonal-Parks	Transfer from REC	\$18.60	04/03/2023

The Resolution was declared passed as follows:

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

<b>Name</b>	<b>Dept</b>	<b>Position</b>	<b>Rate</b>	<b>Date of Hire</b>
Rory Bailey Shea	Recreation	Rec Assistant	\$14.20	03/20/2023
Jennifer Morrow	Seniors	Rec Assistant	\$15.98	04/03/2023

<b>Name</b>	<b>Dept</b>	<b>Reason for Change</b>	<b>Rate</b>	<b>Effective Date</b>
Gavin Vaillancourt	Laborer Seasonal-Parks	Transfer from REC	\$18.60	04/03/2023

**OTHER BUSINESS**

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

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

**PUBLIC COMMENTS**

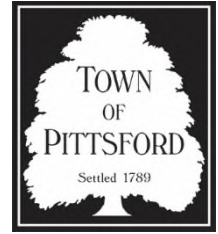
Marty Martina shared a comment.

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

Respectfully submitted,

Renee McQuillen  
Town Clerk

# MEMORANDUM



**To:** Town Board Members

**From:** Robert B. Koegel

**Date:** March 17, 2023

**Regarding:** 15 Summers Circle – Easement Encroachment

**For Meeting On:** April 4, 2023

Ladies and Gentleman:

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

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

## RESOLUTION

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



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

**EASEMENT ENCROACHMENT  
AND HOLD HARMLESS AGREEMENT**

THIS AGREEMENT made as of the 6<sup>TH</sup> day of MARCH, 2023, between P. David Maggi and Annette J. Maggi, having an address of 15 Summers Circle, Pittsford, New York, "Owner," and the Town of Pittsford, a municipal corporation with its principal office at 11 South Main Street, New York, "Town."

WITNESSETH:

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

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

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

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

1. The easement which is the subject of the within Agreement is as follows:  
Easement Type: Sanitary Sewers and Storm Water Drainage Control  
Date of Execution: November 6, 2007  
Recorded at the Monroe County Clerk's Office: November 14, 2007 – Deeds, Liber 10545, Page 224
2. The encroachment on the foregoing easement by the Owner will be limited to the portion of said easement as set forth and delineated on "Exhibit 1" attached hereto and made a part hereof. The nature of the encroachment allowed by this Agreement is the following: a paver patio encroaches into the 32-foot-wide easement.
3. The Owner specifically indemnifies and holds the Town harmless in the event that any improvement in the easement encroachment area is disturbed, at any time, as a result of the reasonable exercise of the easement by the Town and, therefore, the Owner hereby indemnifies and holds the Town, its agents, servants, successors, assigns and/or employees, harmless from any and all claims or causes of action which may arise for any damages to any improvement located in the easement encroachment area which is disturbed, damaged, or destroyed, in the course of performing any reasonable and/or necessary work or activity in said easement area, with the exception of restoring soil and grass seed to any disturbed area.
4. The Town shall use reasonable care in its sole judgement to avoid damage or destruction to any improvement of the Owner allowed, as aforesaid, by this Agreement.
5. The Town grants to the Owner, the right to maintain and/or repair, as necessary, the improvement allowed, as aforesaid, by this Agreement.

6. In the event that, at any time, the improvement of the Owner which is allowed by this Agreement is removed from the easement area, this Agreement shall be null and void, without any further liability on the part of either the Owner or Town.
7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, as well as the respective distributees, legal representatives, successors in office, and assigns of the parties.

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

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

**BY OWNERS**



P. DAVID MAGGI



ANNETTE J. MAGGI

**BY TOWN**

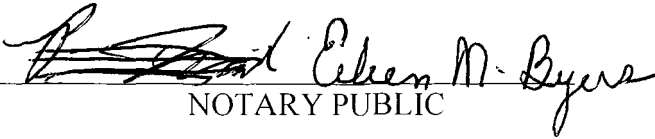
---

WILLIAM A. SMITH, JR.  
TOWN SUPERVISOR

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.

On the 6<sup>th</sup> day of MARCH, 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared P. DAVID MAGGI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

  
NOTARY PUBLIC

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.

On the 6<sup>th</sup> day of March, 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared ANNETTE J. MAGGI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

  
NOTARY PUBLIC

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.

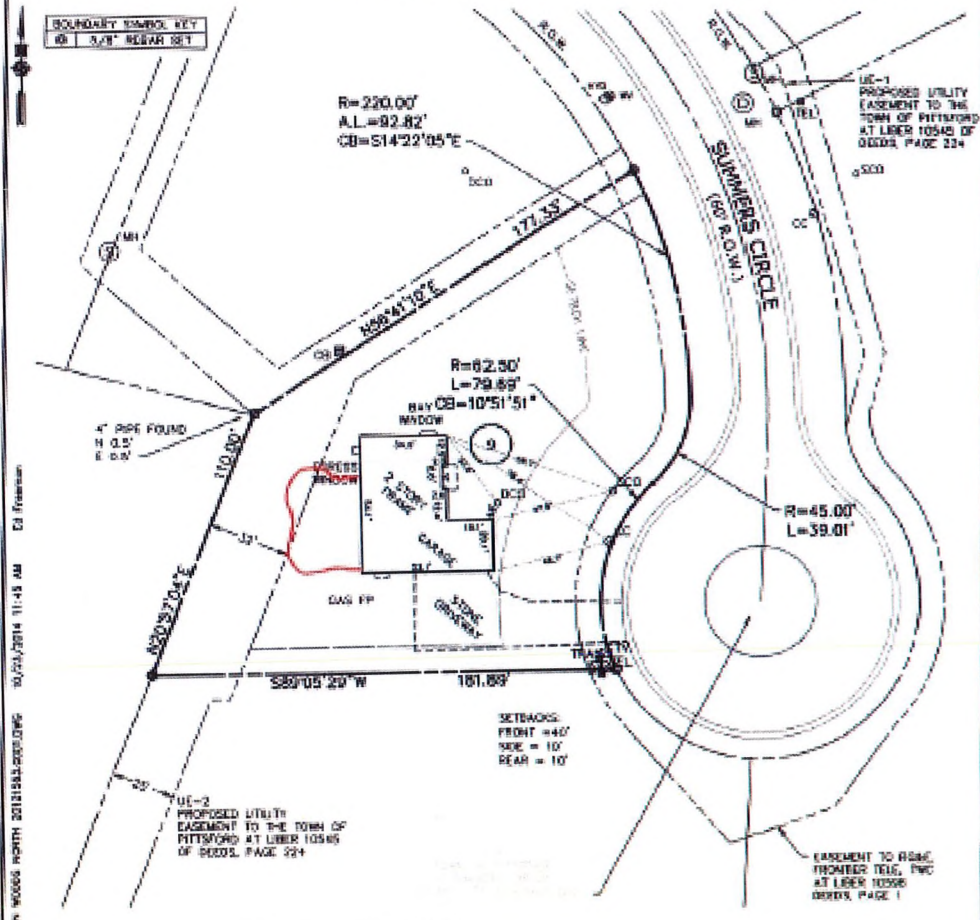
On the \_\_\_\_\_ day of \_\_\_\_\_, 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM A. SMITH, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT 1

# INSTRUMENT SURVEY

Client NVR, INC.  
 Street 15 SUMMERS CIRCLE City PITTSFORD, N.Y.  
 Lot No. 9 Subdivision KENSINGTON WOODS NORTH - PHASE 2  
 Abstract By CROSSROADS ABSTRACT, SEARCH NO. 209569, DATED SEPTEMBER 2, 2014  
 Reference Data LIBER 333 of Maps, Page 75 LIBER 11409 of Deeds, Page 168



**CERTIFICATION:**  
 WE, PASSERO ASSOCIATES, CERTIFY THAT THIS MAP WAS PREPARED USING PORTIONS OF THE REFERENCE MATERIAL AS LISTED HEREON AND FROM NOTES OF AN INSTRUMENT SURVEY COMPLETED SEPTEMBER 11, 2014. THIS PARCEL IS SUBJECT TO ANY EASEMENTS OR ENCUMBRANCES OF RECORD. NO CERTIFICATION IS EXTENDED TO INFORMATION NOT REFERENCED.

1. NVR, INC.

*This is a true and valid copy only when this stamp appears in RED.*



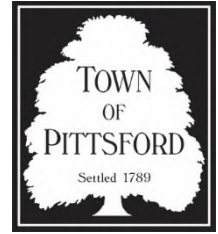
CERTIFICATION INDICATED HEREON SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED, AND ON HIS BEHALF TO THE AGENCIES LISTED HEREON. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

NOTE: FUTURE AFFIDAVITS OF "NO CHANGE" BASED UPON THIS MAP RELIEVE THE SURVEYOR PREPARING THIS MAP OF ANY AND ALL LIABILITY THEREAFTER. FOR UPDATING PROCEDURES CONTACT A LICENSED PROFESSIONAL LAND SURVEYOR.

<b>Passero Associates</b> 342 West Main St., Suite 100, Rochester, NY 14614 585-325-1000 FAX: 585-760-8580 www.passero.com Engineering Architecture Surveying Planning		ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL INKED OR EMBOSSED SEAL AND INKED SIGNATURE SHALL BE CONSIDERED A TRUE AND VALID COPY.  UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY MAP IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE N.Y.S. EDUCATION LAW.	Scale: 1" = 50' Date: 09/15/2014 PIC: John Canuso, P.E. PM: Ed Freeman, P.L.S. Drafted By: R.D.C. Project No. 20121563.0009
--	--	---	--

15 SUMMERS CIRCLE 10/20/2014 11:45 AM Ed Freeman

# MEMORANDUM



**To:** Town Board Members

**From:** Robert B. Koegel

**Date:** March 16, 2023

**Regarding:** Harris Beach bond work engagement letter – 57 Monroe Ave. property

**For Meeting On:** April 4, 2023

Ladies and Gentleman:

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

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

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

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

## **RESOLUTION**

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

**HARRIS BEACH** PLLC  
ATTORNEYS AT LAW

100 WALL STREET  
NEW YORK, NEW YORK 10005  
212.687.0100

JEFFREY E. STORCH  
MEMBER  
DIRECT: 212.912.3504  
FAX: 212.687.0659  
JSTORCH@HARRISBEACH.COM

March 8, 2023

***VIA ELECTRONIC MAIL***

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

**Re: Proposal to Provide Bond Counsel Services**

Dear Supervisor Smith:

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

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

**Experience**

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

**Services**

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

***Resolutions and Associated Proceedings.*** As Bond Counsel to the Town, we will act as a recognized independent counsel with respect to the authorization of the obligations being issued, and undertake all legal services associated with that responsibility. In particular, we will prepare all resolutions to be adopted by the Board of the Town to authorize the bonds and/or notes to be issued, and all associated legal notices and certificates. We would also review associated proceedings undertaken by the Town in connection with the project. We will work closely with the Town in structuring the financing, provide counsel regarding municipal finance questions raised in connection with the financed projects and advise the Town as to alternatives available under any particular scenario.

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

***Serial Bonds.*** For each serial bond transaction, we expect to be primarily responsible for the preparation of the notice of sale for the bond issue. We would also assist the Town in the preparation of any Official Statement by reviewing those sections of the document pertaining to the bond issue, the project being financed, and the legality and tax exempt status of the bonds. For the closing on the bond issue, we would prepare all the necessary documentation, including the certificate of determination, the form of bond, the tax and arbitrage certificate, the continuing disclosure agreement, if required, and all other certificates and documents customarily provided for a bond financing. For bonds secured by a municipal bond insurance policy, we would coordinate with the bond insurer to ensure satisfaction of all the requirements for the delivery and release of their policy, and all associated documents and opinions. We would also arrange for the delivery of the bonds to the purchaser (or if the bonds are in book entry form, to the depository for the bonds) and file the necessary information return (Form 8038-G) with the Internal Revenue Service. Finally, we would render our approving bond counsel opinion regarding the validity, enforceability and tax exempt status of the bonds, and any supplemental opinions necessary.

***Refunding Bond Financings.*** For each refunding bond transaction, in addition to the services described above for serial bond issues generally, we would prepare the refunding bond resolution, review the proceedings and documentation for each of the outstanding bond issues that are candidates to be refunded to assure compliance with the Local Finance Law and tax law, review the preliminary refunding financial plan, advise the Town on legal issues in connection with the structuring of the defeasance escrow and assist the Town and its financial advisor in the preparation of the Official Statement. If the refunding bonds are to be sold on a negotiated basis, we would review, comment on and advise the Town on the bond purchase agreement to be entered into with the underwriter. We would prepare the required present value savings certification of the Town and submit such certification to the New York State Comptroller for approval as required by the Local Finance Law. We would also prepare the escrow contract, and review and comment on the verification report establishing the sufficiency of the escrow.

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

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

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

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

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



**Firm Personnel; Principal Contact**

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

**Fees and Charges**

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

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

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

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

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

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

***Refunding Bonds.*** Our fees in connection with any refunding bond transaction would be as agreed upon with the Town at the time of the transaction. For estimation purposes only, our bond counsel fees on a refunding bond transaction generally range between \$15,000 and \$35,000, and are dependent upon, among other things, the number of bond issues being refunded, the extent of tax diligence to be undertaken, whether the financing would be considered a current refunding or advance refunding for Federal tax purposes; and the size of the financing.

***Non-Transactional Services.*** For all other services provided other than in connection with a specific financing transaction, we would charge the Town on an hourly basis for the amount of time devoted to the matter, at the following hourly rates: \$275 for partners, \$175 for associates and \$90 to \$125 for paralegals. Jeff Storch's hourly rate will be \$275. Before undertaking any non-transactional services for the Town, we will advise the Town that such work will be billed on an hourly basis.

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

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

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

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

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

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

**Billing and Collection Information**

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

**Client Cooperation**

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

**Conclusion of Representation; Disposition of Client Documents**

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

### **Termination of Engagement**

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

### **Communication with the Town**

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

### **Possible Conflicts**

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

The Firm maintains a Risk Management Committee that acts as in-house counsel to its attorneys and will, on occasion, retain outside counsel when an attorney handling a client matter may have a concern on a matter of professional responsibility. To the extent the Firm is addressing its duties, obligations, or responsibilities to the Town in those consultations, it is

Town of Pittsford  
March 8, 2023  
Page 8

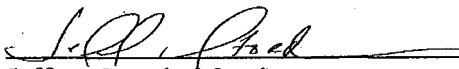
**HARRIS BEACH** PLLC  
ATTORNEYS AT LAW

possible that a conflict of interest might be deemed to exist as between Firm lawyers or the Firm and the Town. The Town agrees that these consultations are protected from disclosure by the Firm's attorney-client privilege and that the Town will not seek to discover or inquire into them. Of course, nothing in the foregoing shall diminish or otherwise affect the Firm's obligation to keep Client informed of material developments in the Firm's representation of the Town, including any conclusions arising out of such consultations to the extent that they affect the Town's interests.

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

Very truly yours,

**HARRIS BEACH PLLC**

By:   
Jeffrey Storch, Member

*Agreed to and accepted this*  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

**TOWN OF PITTSFORD**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# MEMORANDUM

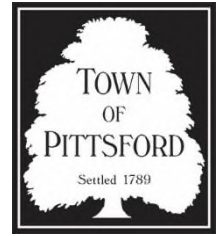
**To:** Pittsford Town Board

**From:** Brian Luke, Director of Finance

**Date:** March 28, 2023

**Regarding:** Surplus Inventory

**For Meeting On:** April 4, 2023



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

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

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

4/4/23

## **Budget Transfer**

**Be it resolved that the following is approved:**

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

# MEMORANDUM

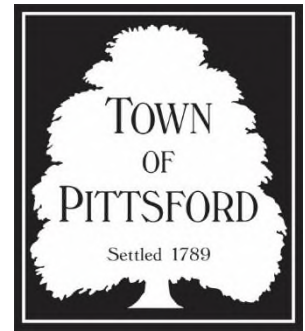
**To:** Pittsford Town Board

**CC:**

**From:** Renee McQuillen

**Date:** March 29, 2023

**Regarding:** Addition to Fee Schedule



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

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

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



# MEMORANDUM

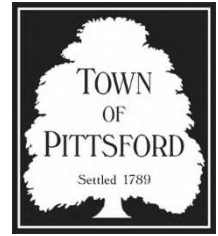
**To:** William A. Smith and Town Board

**From:** Jessie Hollenbeck, Recreation Director

**Date:** March 27, 2023

**Regarding:** Summer 2023 Recreation Programs

**For Meeting On:** April 4, 2023



The attached list of programs constitutes the list of summer 2023 recreation programs we anticipate offering.

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

I move that the Town Board approve the Recreation Department's 2023 summer programs and authorize the Town Supervisor to sign instructor contracts as required.

# Town of Pittsford – Recreation Department

## New Proposed Programs for Summer 2023

---

### **Semi-Private Basketball**

**Glenn Anderson**

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

### **Gaelic Sports**

**Phil White**

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

### **FJ1 NFL Flag Football: Teen League**

**Felix Joyner**

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

### **Teen Pickleball Instruction**

**Paul Myers**

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

### **Family Yoga**

**Jessica Pereyra**

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

### **Mah Jongg for Beginners**

**Carol Schott**

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

### **Meditation & Mindfulness**

**Lori Lefkowitz**

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

### **Young Adult Pickleball Instruction**

**Paul Myers**

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

# Town of Pittsford – Recreation Department Proposed Programs for Summer 2023

Program	Instructor
<b><u>Preschool</u></b>	
Summer Fun Juniors Camp	Recreation Staff
Lunch Bunch	Recreation Staff
Wiggles, Giggles, and Jiggles	Lisa Magliato
Lil Athletes	Lisa Magliato
Summer Sporty Tots	Mary Slaughter
Summer Gymnastics	Mary Slaughter
Soccer Shots for Youth	Soccer Shots Staff
Little Ninjas Martial Arts	James Creighton
Dance Camp	Katie Elizabeth School of Dance
Irish Dance Camp	Amy Coppola
<b><u>Youth &amp; Teen</u></b>	
Summer Fun Camp	Recreation Staff
Summer Fun Field Trips	Recreation Staff
Adventure Camp	Recreation Staff
The After School Program	Recreation Staff
Kids Kayak Level 1	Paul Twist
Guided Standup Paddle Boarding Tour	Paul Twist
Intro to Whitewater Kayaking	Paul Twist
Guided Flatwater Kayaking Tour	Paul Twist
Parent & Child Clay Class	Marybeth Fitzsimmons
Private Piano Lessons	Beth Werner
Summer Theater Camps	Edward Rocha
The SpongeBob Musical: Youth Edition	Edward Rocha
Write Your College Application Essay	Sarah Nazarian
Kids Spanish Fun Class	Lourdes de la Colina-Scofield
First Aid for Kids	EPIC Trainings
College 101: Planning & Paying	Paul Celuch

First Aid for Kids	EPIC Trainings
American Red Cross – Babysitter’s Training	Domenic Danesi
Safety First for Children	Domenic Danesi
Basic First Aid for Children	Domenic Danesi
Pittsford Ballet School	Karen Hanson
Dance Camp	Katie Elizabeth School of Dance
Irish Dance with Dunleavy	Amy Coppola
Irish Dance Camp	Amy Coppola
FIT Kids: Fencers in Training	Rochester Fencing Club Staff
Youth Beginner Fencing Camp	Rochester Fencing Club Staff
Junior Tennis Camp	Jeff Wagstaff
Junior Tennis Lessons	Jason Speirs
Semi-Private Basketball Instruction	Glenn Anderson
Youth Basketball	Glenn Anderson
Teen Pickleball Instruction	Paul Myers
Running Club	Mary Slaughter
Summer Gymnastics	Mary Slaughter
Soccer Shots for Youth	Soccer Shots Staff
Martial Arts for Youth	James Creighton
A Horse’s Friend: Horsemanship	A Horse’s Friend
Horseback Camp for Kidz	Park Place Farms
Youth Soccer Summer	Recreation Staff
Edge11 Elementary Soccer Academy	Edge11 Soccer Staff
Sports Camp for Kids	Ian Marshall
Gaelic Sports	Phil White
Softball Camp	Pittsford Softball
Girls Softball Camp	Robb DiGiacomo
Super Junior Golf	Erik Yaekel
Advanced Super Junior Golf	Erik Yaekel
Junior-Beginner Golf	Erik Yaekel
Experienced Junior - Junior Golf	Erik Yaekel
FJ1 NFL Flag Football League	Felix Joyner
FJ1 NFL Flag Football: Teen	Felix Joyner

Family Yoga  
Creative Dance & Movement  
Junior Volleyball

Jessica Pereyra  
GCLER Instructors  
Feng Zhang

### **Adult Programs**

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

Recreation Staff  
Jack Butler  
Peggi Heissenberger  
Pat Miller  
Pat Miller  
Pat Miller  
Lesley Shakespeare  
Carol Schott  
Karen Hanson  
Deborah Robinson  
Jon DeVecchio  
Cindy St. George  
Kristin Cavallaro  
Lourdes de la Colina-Scofield  
EPIC Trainings  
EPIC Trainings  
Deborah McVean  
James Creighton  
Tracy Maggio  
Maryam Barmakirad  
Eva Pazral  
Eva Pazral  
Eva Pazral  
Kaitlyn Vittozzi  
Kristen Wondrack  
Lori Lefkowitz  
Erik Yaekel  
Erik Yaekel

Adult Short Game Clinic

Men's Senior Golf Camp

Ladies' Senior Golf Camp

Young Adult Pickleball Instruction

A Horse's Friend: Adult Horsemanship

Erik Yaekel

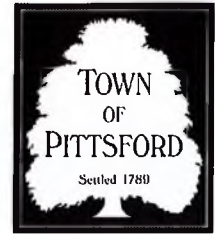
Erik Yaekel

Erik Yaekel

Paul Myers

A Horse's Friend

# MEMORANDUM



**To:** William A. Smith and Pittsford Town Board

**From:** Jessie R. Hollenbeck, Recreation Director

**Date:** March 30, 2023

**Regarding:** 2023 Paddle & Pour Temporary Access License-Bank of America

**For Meeting On:** April 4, 2023

Ladies and Gentlemen:

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

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

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

I move the Town Board authorizes the Town Supervisor to sign the Bank of America license Agreement in regards to Paddle and Pour.



## LICENSE AGREEMENT – PARKING AREA (NY7-150)

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

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

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

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

NOW, THEREFORE, Licensor and Licensee agree as follows:

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

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

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

a. Licensee shall be solely responsible for the planning, implementation and operation of the Event and every part and aspect thereof, including providing any necessary security at or about the Parking Area. Licensee will be solely responsible for the safety of its vendors, permittees and invitees (including the general public) at or about the Parking Area. Licensor shall not be required to provide security, and

Licensee shall not be entitled to rely on any security system or guards that may or may not be provided by Licensor to the Financial Center Property or the Parking Area. Licensor makes no representation as to the adequacy of lighting, and shall have no obligation to provide supplemental or additional lighting.

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

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

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

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

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

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

**4. Exculpation and Indemnity.** Licensee shall be solely liable for any injuries and damages to persons or property sustained by Licensor, Licensee, its permittees, invitees, third party vendors, the Financial Center Property (including the Parking Area) and any improvements thereon, or by any other parties arising out of the license granted hereunder or the events or activities contemplated herein, regardless of whether such parties are licensees, invitees or trespassers. Licensor shall not be liable or responsible for any damage or loss of equipment owned or controlled by Licensee or any third party vendor of Licensee or for any lost profits or indirect or consequential damages for any reason whatsoever. Licensee shall indemnify, defend and hold Licensor, Licensor's property manager ("**Property Manager**"), and their respective officers, directors, employees, members, partners, shareholders, and other affiliates and subsidiaries or representatives harmless from and against any and all liabilities, claims, demands, judgments, injuries, actions, causes of action, costs and expenses (including without limitation reasonable attorney's fees) arising out of or in any way connected with the activities specified in this Agreement or the use of the Parking Area by Licensee or others in connection with the Event.

5. **Licensee's Insurance.** At Licensee's sole expense, Licensee will obtain and keep in force during the term of this Agreement a policy of comprehensive public liability insurance written on an occurrence basis with a per occurrence limit of not less than \$1,000,000 to cover claims for bodily injury, personal injury and property damage liability occasioned by or arising out of or in connection with the use, operation and occupancy of the Parking Area by Licensee or any of Licensee's employees, vendors, agents, permittees and other invitees (collectively, "**Licensee Parties**"). The foregoing insurance limit is a minimum requirement only, and does not represent a recommendation by Licensor of a prudent insurance coverage. All policies will be issued by companies of recognized responsibility, licensed to do business in the State of New York, and maintaining a rating of A or better in Best's Insurance Reports (or equivalent successor rating) and shall name Licensor and Property Manager as an additional insured. Licensee will deliver to Licensor a Certificate of Insurance and a copy of the endorsement setting forth the additional insured status reflecting the required coverage before the commencement of the use of the Parking Area. Without limiting Licensee's obligations hereunder, Licensee shall cause any vendors and agents providing services at the Parking Area in connection with the Event (including any valet service providers) to carry the following insurance coverages: (i) insurance covering loss or damage to the property of such vendor or agent to the extent of full replacement value; and (ii) comprehensive public liability insurance written on an occurrence basis with a per occurrence limit of not less than \$1,000,000.

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

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

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

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

10. **Counterparts and General Provisions.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together will constitute one and the same original of this Agreement. This Agreement may not be amended other than in writing and signed by both parties. The parties agree that if any condition or obligation in this Agreement should be declared unlawful, all the remaining promises, conditions and obligations in this Agreement shall be severable, it being the intent of the parties to abide by the rest of the Agreement without the portion declared unlawful. All representations made by the parties at or before the execution of this Agreement, regardless of whether oral or in writing, are hereby deemed to have merged into this Agreement, it being the intent of the parties that this Agreement embodies a final statement of all the promises, conditions and obligations of the parties. This Agreement shall be governed by the laws of the State of New York. All notices or other communication required or permitted to be given under this Agreement shall be in writing, and (i) delivered in person to an officer or an authorized representative of the other party, (ii) sent by United States Postal Service registered or certified mail, postage prepaid, or (iii) sent by recognized courier delivery service.

11. **OFAC.** Licensee represents that neither Licensee nor, to the knowledge of Licensee, any director, officer, employee, agent, affiliate or representative of Licensee is an individual or entity (“**Person**”) currently the subject of any sanctions administered or enforced by the United States Department of Treasury’s Office of Foreign Assets Control (“**OFAC**”), or other relevant sanctions authority (collectively, “**Sanctions**”), nor is Licensee located, organized or resident in a country or territory that is the subject of Sanctions; and Licensee represents and covenants that it has not knowingly engaged in, is not now knowingly engaged in, and shall not engage in, any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions.

*[Remainder of page intentionally left blank.]*

This Agreement is executed as of the dates set forth below.

**LICENSOR:**

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

By: \_\_\_\_\_  
Joan Arria  
Vice President

Dated: \_\_\_\_\_, 2023

Notices:

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

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

**LICENSEE:**

**TOWN OF PITTSFORD,** a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

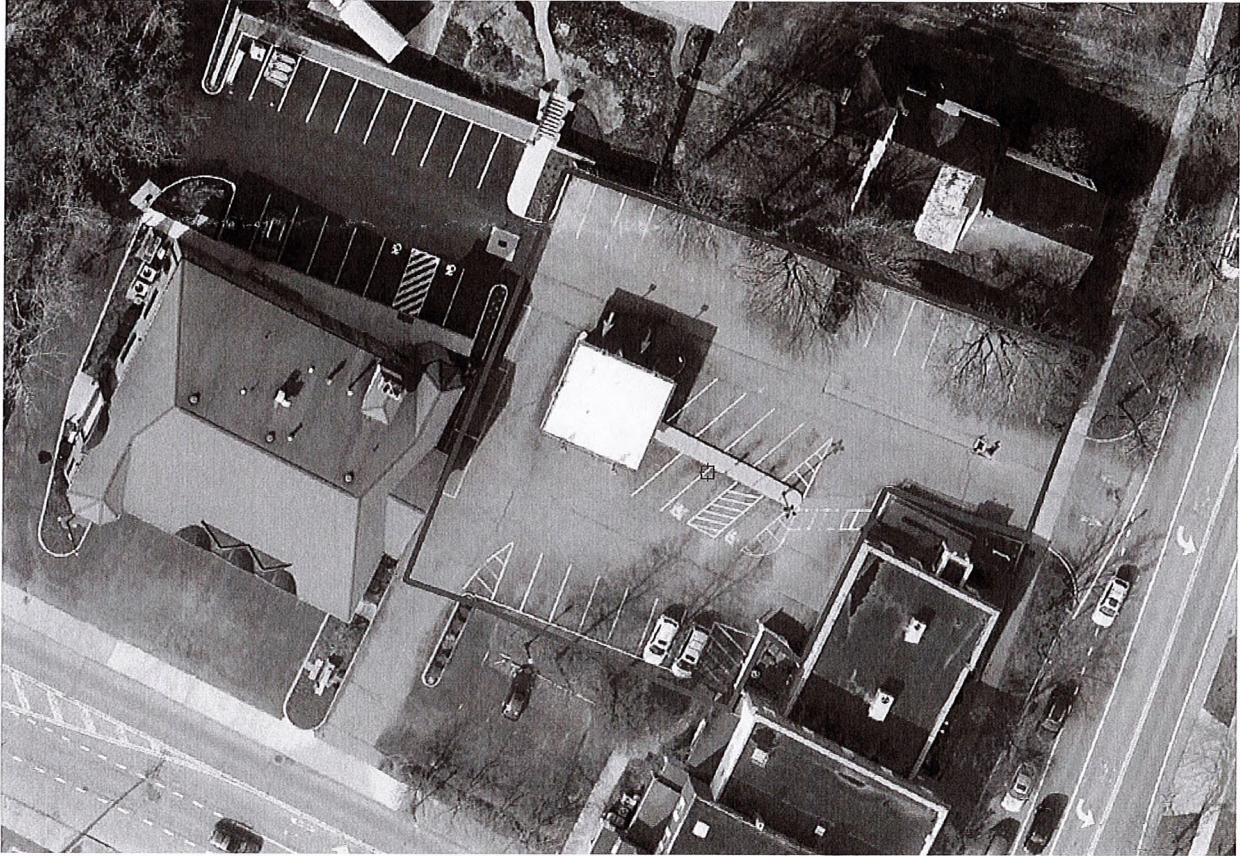
Dated: \_\_\_\_\_, 2023

Notices:

Town of Pittsford  
11 South Main Street  
Pittsford, New York 14534  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

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

**EXHIBIT A**  
**PARKING AREA**



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

# MEMORANDUM



**To:** Pittsford Town Board

**From:** Cheryl Fleming, Personnel Director

**Date:** March 29, 2023

**Regarding:** Recommendations for Hiring/Personnel Adjustments

**For Meeting On:** April 4, 2023

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

<b>Name</b>	<b>Dept</b>	<b>Position</b>	<b>Rate</b>	<b>Date of Hire</b>
Joseph Angora	Parks	Laborer-Seasonal	\$18.10	04/10/2023
Richard Jones	Parks	Laborer-Seasonal	\$18.10	04/10/2023
Sophia Ziakas	Parks	Laborer-Seasonal	\$18.60	04/17/2023

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

<b>Name</b>	<b>Dept</b>	<b>Position</b>	<b>Rate</b>	<b>Date of Hire</b>
Joseph Angora	Parks	Laborer-Seasonal	\$18.10	04/10/2023
Richard Jones	Parks	Laborer-Seasonal	\$18.10	04/10/2023
Sophia Ziakas	Parks	Laborer-Seasonal	\$18.60	04/17/2023