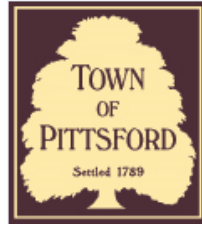


**SUPERVISOR**  
William A. Smith, Jr.



**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, October 3, 2023 – 6:00 PM**  
**REVISED**

**Call to Order**

**Pledge of Allegiance**

**Minutes**

Approval of Minutes of the Meeting of September 19, 2023

**Legal Matters**

Public Comment

Release of Right of First Refusal – 167 Willard Road

**Financial Matters**

Public Comment

Authorization for JCAP Grant for Town Court

Surplus Inventory

**Personnel Matters**

Public Comment

Hiring Resolution

**Other Business**

**Public Comment**

**Adjournment**

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

### ***ATTENDING IN PERSON***

#### **Comments:**

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

### ***VIEWING FROM HOME***

#### **1. Live**

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

<https://videoplayer.telvue.com/player/FcqTL0OYMCGU6WlccUApyUL3twz4dm9V/stream/819?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 6:00 pm when the board meeting starts and you can view the meeting live while it is happening.

#### **Comments:**

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

- at any time before 2:30pm on the day of the meeting (a) by email to [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 2:30 pm 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. The Clerk will read your name, but not your street address unless you ask for it to be read.

#### **2. On-Demand Video**

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

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

Minutes of the Pittsford Town Board for September 19, 2023

**DRAFT  
TOWN OF PITTSFORD  
TOWN BOARD  
SEPTEMBER 19, 2023**

Proceedings of a meeting of the Pittsford Town Board held on Tuesday, September 19, 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, and Kim Taylor.

**ABSENT:** Councilmember Stephanie Townsend.

**ALSO PRESENT:** Staff Members: Paul Schenkel, Commissioner of Public Works; Renee McQuillen, Town Clerk; Jessie Hollenbeck, Recreation Director; Kelly Eldred, Assistant to the Supervisor; Shelley O'Brien, Communications Director; Spencer Bernard, Chief of Staff.

**ATTENDANCE:** Eleven 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**

September is Ovarian Cancer Awareness Month and is being recognized by the teal ribbons around Town.

The Food Scrap Recycling Program has started. Participants should remember to deposit their food waste in the designated totes. Please remember to scan the QR code.

Supervisor Smith visited the pollinator garden at Great Embankment Park the other day and reported it is full of activity by the bees and butterflies. He also reminded residents of the Pollinator Pathway Challenge, which encourages residents to plant pollinator friendly plants in their yards. Residents can get a checklist on the Town website. Residents who plant at least ten plants from the supplied checklist and turn in the checklist at Town Hall will receive a metal yard sign recognizing their participation.

**MINUTES OF THE SEPTEMBER 5 MEETING APPROVED**

A Resolution to approve the minutes of the Town Board meeting of September 5, was offered by Deputy Supervisor Munzinger, seconded by Councilmember Taylor, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor and Smith. Nays: none. Absent: Townsend.

The Resolution was declared carried as follows:

**RESOLVED**, that the Minutes of the September 5, 2023, Town Board meeting are approved.

**LEGAL MATTERS**

**PUBLIC COMMENTS**

None.

Minutes of the Pittsford Town Board for September 19, 2023

**APPROVAL OF GRANT AGREEMENT CONTRACTS WITH THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK (DASNY)**

Supervisor Smith reviewed the projects to be covered with this grant funding, explaining this was the next step in the process for receiving the funds. He then made a motion to approve the grant agreement contracts and authorizing the Supervisor to execute both contracts, Deputy Supervisor Munzinger seconded the motion and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor and Smith. Nays: none. Absent: Townsend.

The Resolution was declared carried as follows:

**RESOLVED**, that the attached contracts in the form annexed hereto between the Town of Pittsford and the Dormitory Authority of the State of New York for projects designated respectively by DASNY as projects 24587 and 25722, be and hereby are approved; and

**FURTHER RESOLVED**, that the Town Supervisor be and hereby is authorized to execute both contracts on behalf of the Town.

**FINANCE MATTERS**

**PUBLIC COMMENTS**

No comments.

**SEPTEMBER 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 and Smith. Nays: none. Absent: Townsend.

The Resolution was declared carried as follows:

**RESOLVED**, that the September vouchers from numbers 162613 - 163032, totaling \$950,357.15 were approved for payment.

**PERSONAL MATTERS**

**PUBLIC COMMENTS**

No comments were submitted.

**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, and Smith. Nays: none. Absent: Townsend.

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>Position</b>	<b>Reason for Change</b>	<b>Rate</b>	<b>Effective Date</b>
Samuel Thompson	REC Asst	Group Lead -Afterschool	\$15.00	09/11/2023
Jonathan Power	REC Asst	Group Lead -Afterschool	\$15.00	09/11/2023

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

Minutes of the Pittsford Town Board for September 19, 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>Position</b>	<b>Reason for Change</b>	<b>Rate</b>	<b>Effective Date</b>
Samuel Thompson	REC Asst	Group Lead -Afterschool	\$15.00	09/11/2023
Jonathan Power	REC Asst	Group Lead -Afterschool	\$15.00	09/11/2023

**OTHER BUSINESS**

Councilmember Taylor asked about the posting of the 25 mph signs. Commissioner Schenkel indicated they are slowly being installed. As capital improvement projects continue to be completed through the Town the signs will continue to be upgraded. DPW hopes to finish the project after leaf pick-up has completed for the year. Councilmember Koshykar noted that Town of Henrietta has an agreement with the Sheriff's Office to pay for special attention to certain places and for additional services and that Pittsford might consider this. She shared copies of the agreement with the Board. Supervisor Smith commented that he would read it and would discuss it with the Henrietta Supervisor. He noted that Pittsford routinely receives special attentions from the Sheriff without payment and that he has been consulting with the Town Attorney about the possibility of appointing one or more Town Constables to help deal with speeding enforcement and traffic safety, which State law permits. He suggested that if the Town pays for additional law enforcement personnel, such personnel should be directed by Town Hall and report to it.

**PUBLIC COMMENT**

Kimberly Kayiwa, Elizabeth Roth and Xueya Cai offered comments.

With no further business, the meeting adjourned at 6:37 P.M.

Respectfully submitted,

Renee McQuillen  
Town Clerk

# MEMORANDUM

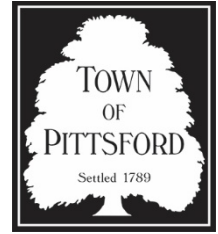
**To:** Town Board Members

**From:** Robert B. Koegel and Doug DeRue

**Date:** September 27, 2023

**Regarding:** Release of Right of First Refusal – 167 Willard Road

**For Meeting On:** October 3, 2023



Ladies and Gentleman:

The Town holds a conservation easement over the property at 167 Willard Road, which is about 13.74 acres in size. The conservation easement requires the owners of the property to give the Town the right of first refusal to purchase the property whenever there is a *bona fide* offer to purchase it, subject to certain exceptions not relevant here. Specifically, whenever the owners receive a written offer to purchase any part of the easement property, they must provide a duplicate copy of the offer to the Town, which may elect to purchase the property at the offered price within 90 days of delivery of the offer to the Town.

Submitted herewith is an offer to purchase the property for \$450,000, along with a letter from the attorney for the sellers describing the offer. If the Town elects to release its right of first refusal to purchase the property, it may do so by the following resolution:

## **RESOLUTION**

I move that the Town Board release its right of first refusal to purchase the property for sale at 167 Willard Road under the terms of the offer provided to the Town by the sellers.

**KRUK & CAMPBELL, P.C.**  
ATTORNEYS AT LAW

7312 EAST MAIN STREET  
P.O. Box 30 A  
LIMA, NEW YORK 14485  
(585) 624-5030  
FAX (585) 624-3972

Stephen M. Kruk  
James W. Campbell, Jr.

Associate  
Katharine E. Kruk

August 24, 2023

**By Certified Mail, Return Receipt Requested**

Robert Koegel, Esq.  
Town of Pittsford Attorney  
11 S. Main Street  
Pittsford, New York 14534

Re: Request for Release of Right of First Refusal  
167 Willard Road, Town of Pittsford

Dear Mr. Koegel:

Our office is officiating in the sale of property located at 167 Willard Road in the Town of Pittsford. The property consists of a total of 13.74 acres and is currently owned by Amie Willard and Judith Hardt. The purchase and sale contract contemplates a closing date in mid-September. It has been brought to our attention that the property is encumbered by a conservation easement given to the Town of Pittsford. The easement document sets forth a requirement that the Town of Pittsford possesses a right of first refusal relative to transfer of the property. Enclosed are the following documents for your review:

1. A copy of the proposed deed into the Buyer.
2. A copy of the Purchase and Sale Contract.
3. A copy of the instrument survey map.

We note that at the time the easement document was created and recorded, the property located at 167 Willard Road was already improved by the structures shown on the survey map, and used for residential purposes. No change in this usage is contemplated.

Please let me know if there is anything further required by our office in order to provide the release of right of first refusal. Thank you for your assistance in this matter.

Very truly yours,



Stephen M. Kruk

SMK/jam

Enc.

pc: Ms. Amie Willard  
Ms. Judith Hardt  
Lisa Neilans, Esq.  
Joseph Winski, Howard Hanna



PURCHASE AND SALE CONTRACT FOR RESIDENTIAL PROPERTY

WARNING: THIS CONTRACT FORM CANNOT BE USED IF THIS TRANSACTION IS COVERED BY THE HOME EQUITY THEFT PREVENTION ACT (Section 265-a of New York Real Property Law). Plain English Form published by and for the exclusive use of the Greater Rochester Association of REALTORS®, Inc., the Monroe County Bar Association, and those County Bar Associations that have approved its use. COMMISSIONS OR FEES FOR THE REAL ESTATE SERVICES TO BE PROVIDED ARE NEGOTIABLE BETWEEN REALTOR® AND CLIENT. When signed, this document becomes a binding contract. Buyer and seller should consult their own attorney. Buyer acknowledges that information contained in the Multiple Listing Service is not guaranteed and should be independently verified before signing this Contract.

TO: Amie Willard and Judith Hardt (the "Seller")
FROM: Joshua Bruner and (the "Buyer")

Seller agrees to sell, and Buyer agrees to purchase, the real property described below on the terms stated in this Purchase and Sale Contract for Residential Property, as well as the Addenda referenced herein and attached hereto (collectively, the "Contract"). Seller and Buyer may each be referred to individually as a "Party" and collectively as the "Parties."

1. PROPERTY. (A) Property Description; Seller's Power and Authority. Real Property known as 167 Willard Road in the County of Monroe Town City Village of Pittsford, State of New York, Zip 14534 also known as Tax No. 264689-177-020-0001-021-200, including all buildings and any other improvements and all rights which the Seller has in or with the premises (the "Property"). Approximate Lot Size: 13.74 Acres. Description of buildings on Property: Farm house and barns, poultry coop, shed

Seller represents to Buyer that: (i) Seller owns the Property and has the power and authority to sell it, (ii) Seller is not in bankruptcy, and (iii) Seller has sufficient funds (including the proceeds from this sale) to close this transaction and pay Seller's closing expenses.

(B) Other Items Included in Purchase. Any of the following items and all related equipment and accessories for such items now in or on the Property are included in this purchase and sale, which Seller represents are owned by Seller: All awnings, carbon monoxide detectors, central vacuum system, curtain and traverse rods, electric garage door opener and remote control devices, exhaust fans, fences, fireplace screens and enclosures, flowers, garbage disposal, heating systems (except as provided in Paragraph 5(G)), hoods, intercom equipment, lighting fixtures, ceiling fans, mail box, plumbing systems, septic and private water systems, satellite dishes, screens, security systems and security codes, sheds, shrubs, smoke detectors, storm doors, storm windows, sump pumps, swimming pool, trees, underground pet containment fencing with transmitter and collar receiver(s), wall-to-wall carpeting and runners, water softeners, window boxes, window blinds and shades, and the following, if built-in: air conditioning (except window units), humidifier, TV antennae, TV wall mount, basketball apparatus, cabinets, dishwashers, microwave ovens, mirrors, outdoor playsets, ovens, shelving, stoves, and trash compactors. Buyer agrees to accept these items in their present condition. Other items to be included in the purchase and sale are: all existing equipment, contents and fixtures

Items excluded are: N/A

Seller represents that Seller has good title to all of the above items to be transferred to Buyer and will deliver a Bill of Sale for the above items at Closing (as hereinafter defined below in Paragraph 2(A)). Seller shall cause any heating, plumbing, air conditioning, electrical systems and included appliances to be in working order at the time of Closing, except for Property sold as is condition. The prior sentence shall not be construed as a warranty or guarantee after Closing.





2. PURCHASE PRICE, ADJUSTMENTS, CREDITS AND TAXES.

(A) Price & Payment. The purchase price (the "Purchase Price"), payable in U.S. Dollars as follows, is \$ 450,000.00

(1) Deposit. The following deposit in the form of [ ] cash [X] personal check [ ] official bank check or [ ] wire transfer (the "Deposit") \$ 25,000.00

(2) Seller Concession. At Closing, Seller shall pay the sum of [ ] % of the Purchase Price or [ ] \$ ("0" if left blank) toward lender approved costs and prepaid items (the "Seller Concession").

Adjusted Balance Due. Upon delivery of the deed ("Closing"), the Purchase Price less (1) the Deposit and (2) Seller Concession, subject to any closing adjustments and credits as provided in this Contract, shall be paid in cash, official bank draft or certified check at Closing (some or all of which may be paid with the proceeds of a new loan).

(B) Deposit; Default. Buyer [ ] has delivered [X] will deliver within two (2) calendar days of acceptance the Deposit set forth in Paragraph 2(A)(1) payable to and held in escrow by Howard Hanna (the "Escrow Agent") which will be deposited at M&T Bank (the "Bank") and which Deposit is to become part of the Purchase Price or returned if not accepted or if this Contract thereafter fails to close for any reason not the fault of the Buyer.

(C) Seller Concession. If the Seller Concession set forth in Paragraph 2(A)(2) exceeds the lender approved costs and prepaid items, the Seller Concession shall be reduced to an amount equal to the lender approved costs and prepaid items.

(D) Transfer Tax, Recording Costs, Mortgage Tax and Closing Adjustments. Seller will pay the real property transfer tax and special additional mortgage recording tax, if applicable. Seller will also pay for the recording/filing of any documents necessary to convey record marketable title, including, but not limited to death certificates, bankruptcy court orders, and affidavits (ie. Alive and Well, Bankruptcy, Estate Tax, Heirship, Judgment, etc.). Buyer will pay for recording the deed and mortgage, mortgage tax and mortgage assumption charges, if any. Excluding delinquent items, interest and penalties, the following will be prorated and adjusted between Seller and Buyer as of the Closing Date (as hereinafter defined below in Paragraph 6(B)): taxes, other assessments and municipal charges computed on a fiscal year basis; rent; common charges or assessments; fuel oil; propane; water, pure water and sewer charges. If the Purchase Price is \$1,000,000.00 or more, then the additional transfer tax identified in Section 1402-a of the Tax Law shall be paid by the [ ] Seller [ ] Buyer (check one).

3. CONTINGENCIES. This Contract is subject to the following contingencies. If any of these contingencies are not satisfied by written notice to the other Party by the dates specified (collectively, the "Contingency Deadline Dates"), then either Buyer or Seller may cancel this Contract by written notice to the other, provided that the applicable contingency has not otherwise been satisfied by a Party after the applicable Contingency Deadline Date by written notice to the other Party and prior to any date on which this Contract is cancelled. (Check and complete applicable provisions.)

(A) Financing.

[ ] (1) Mortgage Commitment. The Contract is subject to Buyer obtaining and accepting a written mortgage loan commitment in an amount not to exceed [ ] % of the purchase price or [ ] \$ at an interest rate not to exceed [ ] %, for a term of [ ] years (the "Commitment"). Buyer shall immediately apply for this loan and shall have until [ ] 20[ ] to obtain and accept a Commitment. The conditions of any such Commitment shall not be deemed contingencies of this Contract but shall be the sole responsibility of Buyer; however, a commitment that is conditioned on an appraisal of the Property shall not be deemed a "Commitment" hereunder. If the Commitment requires repairs, replacements, or improvements, Seller shall furnish the requisite materials and have the work done before Closing, at Seller's expense. However, if the cost of doing so exceeds \$ [ ] , Seller shall not be obligated to furnish such materials and have such work done, and Buyer will be allowed either to receive a credit at Closing for the above amount and incur any necessary expenses to comply with the Commitment requirements, or to cancel this Contract by written notice to Seller, and any Deposit shall be returned to Buyer. Acceptance of a Commitment by Buyer shall be deemed a waiver and satisfaction of this contingency.

[X] (2) Cash Transaction. This Contract is subject to Buyer providing Seller with written proof that Buyer has immediately available U.S. funds in the amount of the Purchase Price by July 25th, 2023.

[ ] (3) Additional Financing Terms.

[ ] (B) Sale and Transfer of Title. This Contract is subject to the sale and transfer of title of Buyer's existing real property pursuant to the terms and conditions of the Sale and Transfer of Title Contingency Addendum.

[ ] (C) Inspection of Property. This Contract is subject to inspection(s) of the Property pursuant to the terms and conditions of the Property Inspection Addendum (the "Property Inspection").

AW JH Seller's Initials

JB Buyer's Initials

- (D) **Building Code Compliance.** This Contract is subject to Seller delivering to Buyer, at Seller's expense, all permits, certificates of compliance and/or other comparable proof of compliance with building codes and ordinances (the "Certificates") on file with the applicable municipality within ten (10) calendar days of acceptance. The Buyer shall have five (5) calendar days from Buyer's receipt of the Certificates or receipt of written notice that no Certificates exist to deliver to Seller a written demand that Seller obtain specific/certain Certificates (the "Demand"). If the Demand is not timely delivered by Buyer, this Building Code Compliance Contingency is deemed waived by Buyer. Upon Seller's receipt of Buyer's Demand, Seller shall have five (5) calendar days to (i) provide the Certificates specifically demanded by Buyer, or (ii) enter into a written agreement with the Buyer addressing the Certificates to be provided to Buyer.
- (E) **Other Contingency(s).**

4. **APPROVAL OF ATTORNEY(S).** This Contract is subject to the written approval of attorneys for Buyer and Seller within 3 days (no less than three (3) days, *excluding Saturdays, Sundays and public holidays* and "3" if left blank), from date of acceptance (the "Approval Period"). If either attorney (i) does not provide written approval within the Approval Period or (ii) makes written objection to or conditionally approves (collectively, the "Objections") the Contract within the Approval Period and the Objections are not cured by written approval by both attorneys and all of the Parties within the Approval Period, then (A) either Buyer or Seller may cancel this Contract by written notice to the other and any Deposit shall be returned to the Buyer or (B) the approving attorney may notify the other Party and any attorney listed below in writing that no approval has been received and that the noticed Party has two (2) days, *excluding Saturdays, Sundays and public holidays*, from receipt of the notice (the "Grace Period") to provide written attorney approval or disapproval of the Contract. The approving attorney shall provide to the noticed Party and to any attorney listed below a copy of the approving attorney's approval letter, whether conditional or not, along with the written notice of the Grace Period. If written attorney approval or disapproval is not provided to the approving attorney within the Grace Period, then this Approval of Attorney(s) contingency shall be deemed waived by the noticed Party and any conditions in the approving attorney's approval letter shall be deemed accepted by the noticed Party.

5. **CONDITION OF PROPERTY.**

(A) **Seller's Property Condition Disclosure Statement. (check one box only)**

- (1) Seller has provided Buyer with the attached Seller's Property Condition Disclosure Statement.
- (2) Seller has not provided Buyer with Seller's Property Condition Disclosure Statement, and Seller shall credit Buyer \$500.00 at Closing in lieu of such Statement.
- (3) Is not applicable.

(B) **Representations Pertaining to the Home Equity Theft Prevention Act ("HETPA"). (check applicable box(es))**

- (1) **Buyer.** Buyer represents to Seller as of the date of acceptance that Buyer is acquiring the Property to use the Property as Buyer's primary residence and that Buyer will occupy the Property as Buyer's primary residence.
- (2) **Seller.** To Seller's actual knowledge, Seller represents to Buyer as of the date of acceptance that there is no active Lis Pendens filed against the Property to foreclose a mortgage pursuant to Article 13 of the New York Real Property Actions and Proceedings Law, the Property is not on an active property tax lien sale list, and Seller is not two (2) months or more behind in Seller's mortgage payments with respect to the Property.

(C) **Certificate of Occupancy.** If applicable laws require, Seller shall apply for a Certificate of Occupancy for the Property no less than ten (10) calendar days after acceptance and furnish it before Closing. However, if the cost of obtaining the Certificate of Occupancy exceeds \$ 0.00, Seller shall not be obligated to provide the Certificate of Occupancy, and Buyer will be allowed either to receive a credit at Closing for the above amount, or to cancel this Contract by written notice to Seller, and any Deposit shall be returned to Buyer.

(D) **Zoning Code Compliance.** Seller represents to Buyer that the Property is zoned for use as a residential agri and the Property is in compliance with applicable zoning codes and ordinances.

(E) **Condition of Property.** Buyer agrees to purchase the Property and any items included in the purchase **AS IS** except as provided in Paragraph 1(B), subject to reasonable use, wear, tear, and natural deterioration between now and Closing. However, this paragraph shall not relieve Seller from furnishing a Certificate of Occupancy as called for in Paragraph 5(C) and/or certificate(s) of compliance as called for in Paragraph 3(D), if applicable.

(F) **Gas, Mineral, Oil and Timber Rights.** Seller represents that all gas, mineral, oil and timber rights will transfer with the Property except:

(G) **Services.** Seller represents the Property is serviced by:  Electric,  Fuel Oil,  Gas (Natural),  Propane,  Public Sewers,  Public Water,  Septic System,  Well,  Other: \_\_\_\_\_

If Propane is checked, Seller represents that the propane tank (**check one box only**)  is not  is owned by Seller and that there (**check one box only**)  is not  is an existing written contract to provide propane between the propane company and Seller.

6. **CLOSING AND POSSESSION.**

(A) **Pre-Closing Walkthrough.** Buyer shall have the right to walk through the Property within forty-eight (48) hours before the time of Closing to ensure that the Property is in the condition existing at the time of acceptance subject to reasonable use, wear, tear and natural deterioration between the date hereof and the Closing. Seller agrees that all utilities shall be on at that time. Seller shall continue to maintain the Property in the condition existing as of acceptance, through Closing, including, but not limited to, utility service continuation, lawn and landscaping care, and snow plowing.

AW JH  
Seller's Initials

JFB  
Buyer's Initials

(B) Closing Date and Place. Closing shall take place at the Monroe County Clerk's Office or the offices of Buyer's lender on or before September 11th, 2023 (the "Closing Date"). At any time after such specified date, any Party who has completed its obligations under this Contract which are to be completed prior to Closing may notify the other Party that time is of the essence to close (the "Time of Essence Notice") which Time of Essence Notice shall set forth a specific time for Closing on a day that is at least seven (7) calendar days after delivery of the Time of Essence Notice to the other Party pursuant to Paragraph 8(D) below.

Authenticated by Joshua Greene

- (C) Possession of Property.
- (1) Buyer shall have possession of the Property upon Closing, in broom-clean condition, with all keys to the Property delivered to Buyer at Closing.
  - (2) Seller shall have the right to retain possession for \_\_\_\_\_ calendar days after Closing at the cost of \$\_\_\_\_\_ per day inclusive of real property taxes, plus utilities, continuation of lawn, landscaping, pool, and snow maintenance, and refuse collection, and an escrow deposit by Seller of \$\_\_\_\_\_. At Closing, a key to the Property shall be delivered to Buyer. At delivery of possession to Buyer, the Property shall be in broom-clean condition and the remaining keys to the Property shall be delivered to Buyer.
  - (3) Buyer shall have right of early possession for \_\_\_\_\_ calendar days prior to Closing at the cost of \$\_\_\_\_\_ per day inclusive of real property taxes, plus utilities, continuation of lawn, landscaping, pool, and snow maintenance, and refuse collection, and an escrow deposit by Buyer of \$\_\_\_\_\_. At possession, the Property shall be in broom-clean condition and a key to the Property shall be delivered to Buyer; the remaining keys shall be delivered to Buyer at Closing.
- In the event of retained possession or early possession, the Parties shall enter into a written Pre-Closing Occupancy Agreement or Post-Closing Occupancy Agreement, the form of which shall be the Monroe County Bar Association's recommended form.
- (D) Risk of Loss. Risk of loss or damage to the Property by fire or other casualty until transfer of title shall be assumed by the Seller. If damage to the Property by fire or such other casualty occurs prior to transfer, Buyer may cancel this Contract without any further liability to Seller and Buyer's Deposit is to be returned. If Buyer does not cancel but elects to close, then Seller shall transfer to Buyer any insurance proceeds, or Seller's claim to insurance proceeds payable for such damage.

7. TITLE MATTERS.

- (A) Title and Related Documents. Seller shall deliver at Seller's expense:
- (1) Not later than five (5) calendar days after acceptance of this Contract by Buyer and Seller, Seller shall order (i) an abstract of title, fully guaranteed tax and U.S. Court searches, with a local tax certificate for Village or City taxes, if any (collectively the "Abstract") and (ii) an instrument survey map, certified and prepared to meet the Standards of the Monroe County Bar Association and Buyer's mortgage lender, if any (the "Survey"). Both the Abstract and Survey shall be dated or re-dated after the date of acceptance, and Seller shall endeavor to deliver the Abstract and Survey along with the draft of the proposed deed to Buyer or Buyer's attorney within thirty (30) calendar days thereafter, but in any event, not later than fifteen (15) calendar days prior to the Closing Date in Paragraph 6. Seller will pay for such searches to and including the day of Closing; and
  - (2) At the Closing, to Buyer, a properly signed and notarized, (i) Warranty Deed with lien covenant (or Executor's, Administrator's or Trustee's Deed, if Seller holds title as such), (ii) carbon monoxide detector and smoke alarm affidavits, (iii) documents required by law, (iv) documents required by Buyer's lender, provided there is no cost or liability to Seller, and (v) assignment of leases and transfer of security deposits, if any.
- (B) Marketability of Title. Seller shall convey good and marketable title to the Property in fee simple, free and clear of all liens and encumbrances. The Parties acknowledge and agree that good and marketable title to the Property, free and clear of all liens and encumbrances, means, without limit, that all gas, mineral, oil and timber rights will transfer with the Property to Buyer except as otherwise provided in Paragraph 5(F) above. However, Buyer agrees to accept title to the Property subject to: (a) restrictive covenants of record common to the tract or subdivision of which the Property is a part, provided these covenants have not been violated or the time for objection to any violation has expired, (b) public utility easements within fifteen (15) feet of lot lines which do not interfere with any existing improvements on the Property or with any improvements that Buyer may construct in compliance with all present restrictive covenants or record and zoning and building codes, and (c) fences deviating from the actual Property line one foot or less, provided the fence placement does not impair access to the Property from a right of way or cause the Property to be in violation of any restrictive covenant, easement or agreement of record or of any building, zoning or subdivision code. Seller and Buyer agree that potential objections revealed by the Survey furnished pursuant to Paragraph 7(A)(1) above shall be resolved pursuant to the "Suggested Title Standards for Treating Discrepancies Revealed by Surveys" of the Monroe County Bar Association.
- (C) Objections to Title. If Buyer raises a valid written objection to Seller's title which indicates that title to the Property is unmarketable, then Seller may cancel this Contract upon written notice to Buyer, and the Deposit shall be returned to Buyer. However, if Seller: (a) is able to cure the objection on or before the Closing or (b) is able to insure the title objection and Buyer is willing to accept insurable title, then this Contract shall continue, subject to the Seller curing the title objection and/or providing insurable title at Seller's expense. If Seller fails to cure the title objection on or before the Closing Date, or if Buyer is unwilling to accept insurable title, Buyer may cancel this Contract upon written notice to Seller and the Deposit shall be returned to Buyer.

8. BROKERS & MISCELLANEOUS.

- (A) Real Estate Broker.
- (1) The Parties agree that Kenneth F. Greene of Greene RE Solutions LLC brought about this purchase and sale.
  - (2) It is understood and agreed by Buyer and Seller that no broker brought about this purchase and sale.
- (B) Attorney Disclaimer: In participating in the transaction, an attorney renders no opinion whatsoever as to the value of the Property. Unless an attorney has actual knowledge to the contrary, it should not be inferred from an attorney's participation in the transaction that the attorney knows, or is aware of, the facts behind the history of the price negotiations between the Parties.

AW JH  
Seller's Initials

JB  
Buyer's Initials

(C) **Responsibility of Persons Under This Contract; Non-Assignability.** If more than one person signs this Contract as Buyer, each person and any party who takes over that person's legal position will be responsible for keeping the promises made by Buyer in this Contract. If more than one person signs this Contract as Seller, each person or any party who takes over that person's legal position, will be fully responsible for keeping the promises made by Seller. However, this Contract is personal to the Parties and may not be assigned by either without the other's consent.

(D) **Notices.**

(1) **In General.**

- (i) Notices under this Contract shall be in writing and deemed delivered upon receipt. Except as otherwise provided in Paragraph 8(D)(2) below, notices under this Contract may be made by a Party or by the attorney or the listing/selling agent for such Party and may be received by the other Party or by the attorney or the listing/selling agent for such other Party. Seller and Buyer agree that notices under this Contract may be delivered to any address, fax number, and/or e-mail set forth on the Administrative Information page of this Contract for a Party, the attorney for a Party, or the listing/selling agent for a Party, as applicable.
- (ii) Delivery of notices under this Contract shall be made by personal delivery, overnight courier, first class mail, fax, or e-mail, except as otherwise provided in Paragraph 8(D)(2) below.
- (iii) If delivery is made by personal delivery, the notice(s) delivered shall be deemed received on the date delivered. If delivery is made by overnight courier or first-class mail, the notice(s) delivered shall be deemed received one calendar day, excluding Saturdays, Sundays and public holidays, following the date upon which the notice(s) are deposited with the overnight courier service with delivery charges prepaid or charged to sender's account or with the postal service with required postage affixed. If delivery is made by fax, the notice(s) transmitted shall be deemed received on the date the sender receives confirmation from the recipient's equipment that the entire transmission has been received. If delivery is made by e-mail, the notice(s) transmitted shall be deemed received on the date the sender's e-mail is located in the sent e-mail folder of the sender, except as otherwise provided in Paragraph 8(D)(2) below.

(2) **Special Notices.** Any (i) Time of the Essence Notice, (ii) notice of cancellation or termination of the Contract, (iii) bump notice of Seller, (iv) Buyer's notice of removal of sale and transfer of title contingency, or (v) Buyer's notice of preservation of Buyer's transfer of title contingency made under this Contract (each, a "Special Notice") may only be made by a Party or the attorney for such Party and may only be received by the other Party with a copy to such other Party's attorney and to the listing/selling agent of such other Party, if designated on this Contract. Further, if any Special Notice is delivered by e-mail, then a true and complete copy of the e-mailed Special Notice shall also be mailed by first class prepaid mail within one calendar day, excluding Saturdays, Sundays and public holidays, following the date of the e-mail, and the e-mailed Special Notice shall be deemed received on the date the sender's e-mail is located in the sent e-mail folder of the sender, provided the required mailing by first class prepaid mail is completed.

(E) **Entire Contract; Miscellaneous.** This Contract when signed by both Buyer and Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the Property. This Contract may be signed in counterparts. No oral agreements or promises will be binding. Seller's representations in this Contract shall not survive after Closing. If any provision of this Contract is rendered invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions. This Contract shall be construed, enforced and interpreted under the laws of the State of New York, without regard to principles of conflicts of laws.

(F) **Electronic Signatures.** The Parties agree and consent that this Contract, and every demand, notice and objection given under this Contract, may be signed and initialed in any manner permitted by New York State law, including the Electronic Signatures and Records Act and applicable regulations.

(G) **Addenda.** The following Addenda are incorporated into and attached to and made a part of this Contract:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Agricultural Districts/Farming Activity Disclosure | <input type="checkbox"/> Personal Property Agreement | <input type="checkbox"/> Uncapped Natural Gas Well Disclosure |
| <input type="checkbox"/> All Parties Agreement (FHA/VA)                     | <input type="checkbox"/> Property Inspection         | <input type="checkbox"/> Utility Surcharges                   |
| <input type="checkbox"/> Contingency Addendum                               | <input type="checkbox"/> Rented Property             | <input type="checkbox"/> Wayne County Disclosure              |
| <input type="checkbox"/> Electric Availability                              | <input type="checkbox"/> Sale & Transfer of Title    | <input type="checkbox"/> Notice for all Residential Property  |
| <input type="checkbox"/> Home Warranty                                      | <input type="checkbox"/> Short Sale Approval         | <input type="checkbox"/> Well and Septic System               |
| <input checked="" type="checkbox"/> Lead Compliance                         |  |   |

Other: Agency, Fair Housing, Price Escalation Addendum

9. **OTHER TERMS.** *(If blank, this paragraph is not applicable)* In the event of a conflict between the provisions of this paragraph and the provisions of any other paragraph of this Contract, the provisions of this paragraph will control.  
Please see attached Price Escalation Addendum

10. **LIFE OF OFFER.** This offer shall expire on July 26th, 2023, at 3 00 p.m.

AW JH  
Seller's Initials

NB  
Buyer's Initials

**PROPERTY INSPECTION DECLINED.** Buyer has reviewed the terms and conditions of the Property Inspection Addendum and Buyer elects not to conduct a Property Inspection.

Authentisign  
*Joshua Bruner*
07/25/2023
  
 Buyer Joshua Bruner \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

**ACCEPTANCE OF OFFER BY SELLER.** Seller accepts the offer of Buyer and agrees to sell on the terms and conditions set forth in the Contract.

**COUNTEROFFER BY SELLER.** Seller agrees to sell the Property in accordance with the terms and conditions of the Contract, except as amended and modified as follows: **(attach additional sheets if necessary)**

- Purchase Price to be \$495,000 Four Hundred Ninety Five Thousand. All other terms to stay the same.

- Buyer to close within 30 days of notification of towns refusal (which could be up to 90 days) that date being no earlier than September 11, 2023.

Authentisign  
*JH*
*AW*

In any conflict of terms and conditions between this counteroffer and the Contract, the terms and conditions of this counteroffer shall prevail.

This counteroffer shall expire on July 27, 2023 @ 10 am, 20\_\_\_\_\_, at \_\_\_\_\_ m.

Authentisign  
*Amie Willard*
07/26/23
Authentisign  
*Judith Hardt*
07/26/23
  
 Seller \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

**ACCEPTANCE OF COUNTEROFFER BY BUYER.** Buyer accepts the offer of Seller and agrees to buy on the terms and conditions set forth in the Contract.

Authentisign  
*Joshua Bruner*
07/26/23
  
 Buyer \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

*AW JH*  
Seller's Initials

*JB*  
Buyer's Initials

**ADMINISTRATIVE INFORMATION**

Property Address: 167 Willard Road NA NY 14534 **MLS#** R1484256

**Seller** Amie Willard

**Buyer** Joshua Bruner

**Seller** Judith Hardt

**Buyer**

Address

311 Mendon Center Road  
Address

City, State, Zip

Pittsford NY 14534  
City, State, Zip

Telephone No.

585-230-5915  
Telephone No.

Email address

JoshBruner@netacc.net  
Email Address

**Seller's Attorney** Steve Kruk

**Buyer's Attorney** Mitch Nusbaum

7312 East Main Street Post Office Box 30-A  
Address  
Lima, New York 14485

Address  
City, State, Zip

585-624-5030 585-624-3972  
Telephone No. Fax

mnusbaum@Woodsoviatt.com  
Telephone No. Fax  
Email address

steve@krukandcampbell.com  
Email address



**Listing Broker** Howard Hanna

**Selling Broker** Greene RE Solutions LLC

39NO0769979  
NY License No.

10991225768  
NY License No.

33 South Main St.  
Address

57 Sunset Blvd  
Address

Pittsford NY 14534  
City, State, Zip

Pittsford NY 14534  
City, State, Zip

585-381-4770 585-586-4599  
Phone Fax

585-747-6000  
Phone Fax

**Listing Agent** Joseph Paul Winski  
10401323912  
NY License No.

**Selling Agent** Kenneth F. Greene  
10491207480  
NY License No.

585-233-2261 585-586-4599  
Phone Fax

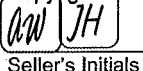
585-747-6000 585-387-0964  
Phone Fax

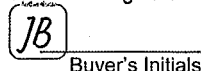
585-233-2261 52999  
Cell Public ID#

5857476000 48287  
Cell Public ID#

josephwinski@howardhanna.com  
Email Address

Ken@GreeneRE.com  
Email address

  
Seller's Initials

  
Buyer's Initials





Statement Period Ending  
June 30, 2023

**Consolidated Investment Statement**

Portfolio Value with Accruals

Account Description	Last Month	This Month
Managed	116,095.78	120,005.43
Brokerage	341,846.89	364,548.89
<b>PORTFOLIO VALUE<sup>3</sup></b>	<b>\$457,942.67</b>	<b>\$484,554.32</b>

See the Summary of Accounts on page 5 for footnotes and more detail.

JOSHUA E BRUNER  
 311 MENDON CENTER RD  
 PITTSFORD NY 14534-9714

Questions?

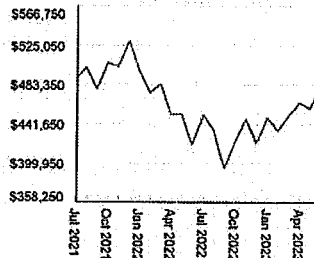
For Full Service Accounts, Call Advisor

(585) 427 2103 Stephen Puccia

Customer Service  
 888) 994 5626  
 Branch Address  
 1575 East Henrietta Road  
 Rochester, NY, 14623

www.chase.com More contact information on page 41

Portfolio Value with Accruals  
(July 2021 to June 2023)



If you have any questions about your statement or concerns about your account, please call us at the toll free number provided above.

INVESTMENT AND INSURANCE PRODUCTS ARE: NOT FDIC INSURED • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY  
 • NOT A DEPOSIT OR OTHER OBLIGATION OF, OR GUARANTEED BY, JPMORGAN CHASE BANK, N.A. OR ANY OF ITS AFFILIATES  
 • SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED

Account is held at J.P. Morgan Securities LLC (JPMS), member Financial Industry Regulatory Authority (FINRA) and Securities Investor Protection Corporation (SIPC). This statement summary is provided for convenience purposes only. For information about your JPMS account(s), please refer to your official JPMS account statement(s), which follows this statement summary. Neither this statement summary nor your official JPMS account statement(s) should be used for tax reporting purposes.

STATEMENT SUMMARY	MANAGED	BROKERAGE	IMPORTANT INFORMATION
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**ADDENDUM FORM  
To Purchase and Sale Contract ~ Price Escalation Agreement**

Published by and for the exclusive use of the Greater Rochester Association of REALTORS®, Inc., the Monroe County Bar Association, and those County Bar Associations that have approved its use. **When signed, this document becomes legally binding on you. You may wish to consult your attorney.**

SELLER Amie Willard BUYER Joshua Bruner

SELLER Judith Hardt BUYER \_\_\_\_\_

PROPERTY ADDRESS 167 Willard Road Pittsford NY 14534

The terms contained herein are for the use and purpose of obtaining a mutually agreeable purchase price. The following are price escalation terms made a part of the Contract dated 07/25/2023 for the above referenced property:

- A. In the event the Seller receives multiple bona fide offers to purchase the property, with terms acceptable to the Seller, and at a purchase price equal to or greater than the Purchase Price in the Contract, then the Purchase Price in this offer shall automatically increase in increments of Five Thousand dollars, \$ 5,000.00 (“Escalating Factor”), in excess of the highest competing offer’s purchase price less seller concessions and other seller credits, but not to exceed a maximum purchase price of Six Hundred Fifty Thousand dollars, \$ 650,000.00 (“Cap”).
- B. In the event of an escalation, Seller is to provide documentation, including acceptable proof of competing offers, along with any pre-approval, pre-qualification, or proof of funds attached, to justify the sales price increase.
- C. The Buyer acknowledges that the Escalating Factor of this offer and the Escalating Factors of other offers may result in multiple escalations and, in some cases, escalation to the Cap.
- D. This Price Escalation Agreement shall expire upon acceptance of this Contract.

<small>Authentisign</small> <u>Amie Willard</u>	<u>07/26/23</u>	<small>Authentisign</small> <u>Joshua Bruner</u>	<u>07/25/2023</u>
SELLER <small>Authentisign</small> Amie Willard	DATE	BUYER Joshua Bruner	DATE
<u>Judith Hardt</u>	<u>07/26/23</u>	_____	_____
SELLER Judith Hardt	DATE	BUYER	DATE

The Seller has provided satisfactory documentation concerning competing offers, and as a result of this Price Escalation Agreement it is understood that the final purchase price shall be \$ \$495,000.

<small>Authentisign</small> <u>Amie Willard</u>	<u>07/26/23</u>	<small>Authentisign</small> <u>Joshua Bruner</u>	<u>07/26/23</u>
SELLER <small>Authentisign</small> Amie Willard	DATE	BUYER Joshua Bruner	DATE
<u>Judith Hardt</u>	<u>07/26/23</u>	_____	_____
SELLER Judith Hardt	DATE	BUYER	DATE



### LEAD COMPLIANCE ADDENDUM To Purchase and Sale Contract

Published by and for the exclusive use of the Greater Rochester Association of REALTORS®, Inc., the Monroe County Bar Association, and those County Bar Associations that have approved its use.

SELLER Amie Willard BUYER Joshua Bruner

SELLER Judith Hardt BUYER \_\_\_\_\_

PROPERTY 167 Willard Rd Pittsford NY 14534-9703

#### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

##### Lead Warning Statement

*Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

##### Seller's Disclosure

- (a) **Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):**
  - (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
  - (ii) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the housing.
  
- (b) **Records and reports available to Seller (check (i) or (ii) below):**
  - (i) Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
  - (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

AW JH  
Seller's Initials

JB  
Buyer's Initials

**Buyer's Acknowledgment (Initial (c), (d), and (e) below)**

(c) JB Buyer has received copies of all information listed on the prior page.

(d) JB Buyer has received the EPA pamphlet *Protect Your Family From Lead In Your Home*.

(e) JB Buyer (check (i) or (ii) below):

(i) makes the Contract contingent upon a professional risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at Buyer's expense within ten (10) days after acceptance. If Buyer is not satisfied with the risk assessment and/or inspection report, within \_\_\_\_\_ days after completion of the risk assessment and/or inspection, Buyer shall deliver to Seller a written notice listing the specific deficiencies and corrections needed, together with a copy of any relevant written assessment and/or inspection reports. Upon receipt of such notice, Seller and Buyer shall have \_\_\_\_\_ days to enter into a written agreement addressing Buyer's objections. If any written agreement is entered which requires the Seller to correct the condition(s), Seller shall furnish Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) have been remedied before the closing date. If this contingency is not satisfied within any of the time periods stated above, either Buyer or Seller may cancel the Contract by written notice to the other and any deposit shall be returned to Buyer, provided that this contingency has not otherwise been satisfied after the applicable time period and prior to any date on which the Contract is cancelled.

(ii) waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (Initial)**

(f) JPW Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

SELLER Amie Willard  
SELLER Judith Hardt  
DATE 07/19/2023 07/19/2023  
AGENT Joseph Paul Winski  
DATE 07/19/2023

BUYER Joshua Bruner  
BUYER \_\_\_\_\_  
DATE 07/25/23  
AGENT Kenneth F. Greene  
DATE 07/25/23

AW JH  
Seller's Initials

JB  
Buyer's Initials



# Division of Licensing Services

New York State  
Department of State  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001  
Customer Service: (518) 474-4429  
<https://dos.ny.gov>

## Property Condition Disclosure Statement

Name of Seller or Sellers: Amie Willard Judith Hardt  
Property Address: 167 Willard Rd Pittsford NY 14534-9703

### General Instructions:

The Property Condition Disclosure Act requires the seller of residential real property to cause this disclosure statement or a copy of thereof to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale.

### Purpose of Statement:

This is a statement of certain conditions and information concerning the property known to the seller. This Disclosure Statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction. It is not a substitute for any inspections or tests and the buyer is encouraged to obtain his or her own independent professional inspections and environmental tests and also is encouraged to check public records pertaining to the property.

A knowingly false or incomplete statement by the seller on this form may subject the seller to claims by the buyer prior to or after the transfer of title. In the event a seller fails to perform the duty prescribed in this article to deliver a Disclosure Statement prior to the signing by the buyer of a binding contract of sale, the buyer shall receive upon the transfer of title a credit of \$500 against the agreed upon purchase price of the residential real property.

"Residential real property" means real property improved by a one to four family dwelling used or occupied, or intended to be used or occupied, wholly or partly, as the home or residence of one or more persons, but shall not refer to (a) unimproved real property upon which such dwellings are to be constructed or (b) condominium units or cooperative apartments or (c) property on a homeowners' association that is not owned in fee simple by the seller.

### Instruction to the Seller:

- a. Answer all questions based upon your actual knowledge.
- b. Attach additional pages with your signature if additional space is required.
- c. Complete this form yourself.
- d. If some items do not apply to your property, check "NA" (Non-applicable). If you do not know the answer check "Unkn" (Unknown).

### Seller's Statement:

The seller makes the following representations to the buyer based upon the seller's actual knowledge at the time of signing this document. The seller authorized his or her agent, if any, to provide a copy of this statement to a prospective buyer of the residential real property. The following are representations made by the seller and are not the representations of the seller's agent.

### GENERAL INFORMATION

1. How long have you owned the property? ..... 4/20/22
2. How long have you occupied the property? ..... vacant
3. What is the age of the structure or structures? ..... House 1870, Barn 1900  
*Note to buyer - If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint.*
4. Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops? .....  Yes  No  Unkn  NA
5. Does anybody else claim to own any part of your property? *If yes, explain below* .....  Yes  No  Unkn  NA
6. Has anyone denied you access to the property or made a formal legal claim challenging your title to the property? *If yes, explain below* .....  Yes  No  Unkn  NA

# Property Condition Disclosure Statement

7. Are there any features of the property shared in common with adjoining landowners or a homeowner's association, such as walls, fences or driveways? *If yes, describe below* .....  Yes  No  Unkn  NA  
\_\_\_\_\_  
\_\_\_\_\_
8. Are there any electric or gas utility surcharges for line extensions, special assessments or homeowner or other association fees that apply to the property? *If yes, describe below* .....  Yes  No  Unkn  NA  
\_\_\_\_\_  
\_\_\_\_\_
9. Are there certificates of occupancy related to the property? *If no, explain below* .....  Yes  No  Unkn  NA

## ENVIRONMENTAL

### Note to Seller:

In this section, you will be asked questions regarding petroleum products and hazardous or toxic substances that you know to have been spilled, leaked or otherwise been released on the property or from the property onto any other property. Petroleum products may include, but are not limited to, gasoline, diesel fuel, home heating fuel, and lubricants. Hazardous or toxic substances are products or other material that could pose short or long-term danger to personal health or the environment if they are not properly disposed of, applied or stored. These include, but are not limited to, fertilizers, pesticides and insecticides, paint including paint thinner, varnish remover and wood preservatives, treated wood, construction materials such as asphalt and roofing materials, antifreeze and other automotive products, batteries, cleaning solvents including septic tank cleaners, household cleaners, pool chemicals and products containing mercury and lead and indoor mold.

### Note to Buyer:

If contamination of this property from petroleum products and/or hazardous or toxic substances is a concern to you, you are urged to consider soil and groundwater testing of this property.

10. Is any or all of the property located in a designated floodplain? *If yes, explain below* .....  Yes  No  Unkn  NA  
\_\_\_\_\_  
\_\_\_\_\_
11. Is any or all of the property located in a designated wetland? *If yes, explain below* .....  Yes  No  Unkn  NA  
\_\_\_\_\_  
\_\_\_\_\_
12. Is the property located in an agricultural district? *If yes, explain below* .....  Yes  No  Unkn  NA  
\_\_\_\_\_  
\_\_\_\_\_
13. Was the property ever the site of a landfill? *If yes, explain below* .....  Yes  No  Unkn  NA  
\_\_\_\_\_  
\_\_\_\_\_
14. Are there or have there ever been fuel storage tanks above or below the ground on the property?  
• If yes, are they currently in use? .....  Yes  No  Unkn  NA  
• Location(s) near barns .....  Yes  No  Unkn  NA  
\_\_\_\_\_
- Are they leaking or have they ever leaked? *If yes, explain below* .....  Yes  No  Unkn  NA
15. Is there asbestos in the structure? *If yes, state location or locations below* .....  Yes  No  Unkn  NA  
\_\_\_\_\_  
\_\_\_\_\_

# Property Condition Disclosure Statement

16. Is lead plumbing present? *If yes, state location or locations below* .....  Yes  No  Unkn  NA

\_\_\_\_\_  
\_\_\_\_\_

17. Has a radon test been done? *If yes, attach a copy of the report* .....  Yes  No  Unkn  NA

\_\_\_\_\_  
\_\_\_\_\_

18. Has motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise been released on the property or from the property onto any other property? *If yes, describe below* .....  Yes  No  Unkn  NA

\_\_\_\_\_  
\_\_\_\_\_

19. Has the property been tested for the presence of motor fuel, motor oil, home heating fuel, lubricating oil, or any other petroleum product, methane gas, or any hazardous or toxic substance? *If yes, attach report(s)* .....  Yes  No  Unkn  NA

\_\_\_\_\_  
\_\_\_\_\_

19-a. Has the property been tested for indoor mold? *If yes, attach a copy of the report*.....  Yes  No  Unkn

## STRUCTURAL

20. Is there any rot or water damage to the structure or structures? *If yes, explain below* .....  Yes  No  Unkn  NA  
roof leaked prior to roof being replaced.

\_\_\_\_\_

21. Is there any fire or smoke damage to the structure or structures? *If yes, explain below* .....  Yes  No  Unkn  NA

\_\_\_\_\_  
\_\_\_\_\_

22. Is there any termite, insect, rodent or pest infestation or damage? *If yes, explain below* .....  Yes  No  Unkn  NA  
mouse activity prior to house cleaned out 2021.

\_\_\_\_\_

23. Has the property been tested for termite, insect, rodent or pest infestation or damage? .....  Yes  No  Unkn  NA  
*If yes, please attached report(s)*

24. What is the type of roof/roof covering (slate, asphalt, other)? ..... metal

• Any known material defects? ..... unknown

• How old is the roof? ..... 1 year

• Is there a transferable warranty on the roof in effect now? *If yes, explain below* ..... unknown

\_\_\_\_\_  
\_\_\_\_\_

# Property Condition Disclosure Statement

25. Are there any known material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions? .....  Yes  No  Unkn  NA

## MECHANICAL SYSTEMS AND SERVICES

26. What is the water source? (Check all that apply) .....  well,  private,  Municipal  
 other: \_\_\_\_\_

• If municipal, is it metered? .....  Yes  No  Unkn  NA

27. Has the water quality and/or flow rate been tested? .....  Yes  No  Unkn  NA

28. What is the type of sewage system? (Check all that apply) .....  public sewer,  private sewer,

septic,  cesspool  
unknown

• If septic or cesspool, age? ..... unknown

• Date last pumped? ..... unknown

• Frequency of pumping? ..... unknown

• Any known material defects? If yes, explain below .....  Yes  No  Unkn  NA

29. Who is your electric service provider? ..... RGE

• What is the amperage? ..... unknown

• Does it have circuit breakers or fuses? ..... fuse

• Private or public poles? ..... unknown

• Any known material defects? If yes, explain below .....  Yes  No  Unkn  NA

30. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? If yes, state locations and explain below .....  Yes  No  Unkn  NA

standing water at tree line west of west most driveway

31. Does the basement have seepage that results in standing water? If yes, explain below .....  Yes  No  Unkn  NA

**Property Condition Disclosure Statement**

Are there any known material defects in any of the following? If yes, explain below. Use additional Sheets if necessary .....

- 32. Plumbing system? .....  Yes  No  Unkn  NA
- 33. Security system? .....  Yes  No  Unkn  NA
- 34. Carbon monoxide detector? .....  Yes  No  Unkn  NA
- 35. Smoke detector? .....  Yes  No  Unkn  NA
- 36. Fire sprinkler system? .....  Yes  No  Unkn  NA
- 37. Sump pump? .....  Yes  No  Unkn  NA
- 38. Foundation/slab? .....  Yes  No  Unkn  NA
- 39. Interior walls/ceilings? .....  Yes  No  Unkn  NA
- 40. Exterior walls or siding? .....  Yes  No  Unkn  NA
- 41. Floors? .....  Yes  No  Unkn  NA
- 42. Chimney/fireplace or stove? .....  Yes  No  Unkn  NA
- 43. Patio/deck? .....  Yes  No  Unkn  NA
- 44. Driveway? .....  Yes  No  Unkn  NA
- 45. Air conditioner? .....  Yes  No  Unkn  NA
- 46. Heating system? .....  Yes  No  Unkn  NA
- 47. Hot water heater? .....  Yes  No  Unkn  NA

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

48. The property is located in the following school district Pittsford

**Note:** Buyer is encouraged to check public records concerning the property (e.g. tax records and wetland and floodplain maps).

*The seller should use this area to further explain any item above. If necessary, attach additional pages and indicate here the number of additional pages attached.*

Ceiling tiles fell and wood floor buckling from roof leak prior to new roof. Some siding missing.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# Property Condition Disclosure Statement

## SELLER'S CERTIFICATION:

Seller certifies that the information in this Property Condition Disclosure Statement is true and complete to the seller's actual knowledge as of the date signed by the seller. If a seller of residential real property acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement provided previously, the seller shall deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, shall a seller be required to provide a revised Property Condition Disclosure Statement after the transfer of title from the seller to the buyer or occupancy by the buyer, whichever is earlier.

Seller's Signature

X Amie Willard

Amie Willard

Date 07/19/2023

Seller's Signature

X Judith Hardt

Judith Hardt

Date 07/19/2023

## BUYER'S ACKNOWLEDGMENT:

Buyer acknowledges receipt of a copy of this statement and buyer understands that this information is a statement of certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by the seller or seller's agent and is not a substitute for any home, pest, radon or other inspections or testing of the property or inspection of the public records.

Buyer's Signature

X Joshua Bruner

Date 07/25/23

Buyer's Signature

X \_\_\_\_\_

Date \_\_\_\_\_



## Division of Licensing Services

New York State  
Department of State  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001  
Customer Service: (518) 474-4429  
www.dos.ny.gov

### New York State Disclosure Form for Buyer and Seller

#### **THIS IS NOT A CONTRACT**

*New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.*

*Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.*

*If you need legal, tax or other advice, consult with a professional in that field.*

#### **Disclosure Regarding Real Estate Agency Relationships**

##### **Seller's Agent**

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

##### **Buyer's Agent**

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not consistent with the agent's fiduciary duties to the buyer.

##### **Broker's Agents**

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller cannot provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

##### **Dual Agent**

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

##### **Dual Agent with Designated Sales Agents**

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will









# ATTACHMENT TO EXCLUSIVE RIGHT TO SELL OR LEASE CONTRACT

This Attachment to the Exclusive Right to Sell or Lease Contract (collectively, the "Contract") must be completed and signed by the Owner in order for the Contract to be valid and shall be uploaded as a supplement (Listing Attachment) in the MLS database.

**OWNER DISCLOSURES.** Owner of the Property located at 167 Willard Rd Pittsford NY 14534-9703 makes the following disclosures to the best of their knowledge, and is being provided for informational purposes only.

Y  N  Unkn (A) **Agricultural District.** The Property is located partially or wholly within an agricultural district. **If "Yes", Owner must complete Electric Availability, Utility Surcharges, Agricultural Districts/Farming Activity Disclosure & Uncapped Natural Gas Well Disclosure Form and, if in Wayne County, the Disclosure Notice for all Residential Property in Wayne County.**

Y  N  Unkn (B) **Special Assessment Tax/Utility Surcharge.** The Property is subject to assessments for special or local improvements (e.g., sidewalks, water/sewer lines) and/or a utility (e.g., gas, electricity, water) surcharge. **If Yes, Owner must complete Electric Availability, Utility Surcharges, Agricultural Districts/Farming Activity Disclosure & Uncapped Natural Gas Well Disclosure Form.**

**(C) State/National Historic Register/District and/or Local Preservation District.**

Y  N  Unkn 1. The property is listed in the State/National Register of Historic Places, either individually or as part of a Historic District. Name of Historic District, if applicable: \_\_\_\_\_

Y  N  Unkn 2. The property is designated under the local municipality's zoning code, either as an individual landmark or as part of a local Preservation District. Name of Preservation District, if applicable: \_\_\_\_\_

Y  N (D) **Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") Certification.** Owner is a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as defined in the Internal Revenue Code and IRS Regulations). This is a U.S. tax law that imposes income tax on foreign persons disposing of U.S. real property interests. Consult a tax professional to provide more information.

**(E) Vehicular Access.** Vehicular access to the Property is currently by way of:

Y  N 1. A contiguous municipal road right of way (e.g., public roadway).

Y  N  Unkn 2. A contiguous, shared private road right of way of record.

Y  N 3. A shared driveway. **If Yes, there  IS or  IS NOT a written agreement regarding ownership/maintenance.**

Y  N  Unkn (F) **Flood Zone.** The Property is currently located in a special flood hazard area. **If Yes, flood insurance may be required by an institutional lender.**

**(G) Water Resources.**

Y  N 1. The Property is connected to a public water supply.

Y  N 2. The Property has a private water well and/or other non-public water supply.

**(H) Sewer Description.**

Y  N 1. The Property is connected to public sanitary sewers.

Y  N 2. The Property has a private septic system.

Y  N (I) **Propane/Heating Oil.** The Property is serviced by propane and/or heating oil. **If Yes, Tank  IS or  IS NOT owned by the Owner (if on Propane). A written contract  EXISTS or  DOES NOT EXIST to provide propane/heating oil between the propane/oil company and the Owner (Owner agrees to promptly furnish a complete copy of any such written contract to Listing Broker and Owner's Attorney).**

Y  N  Unkn (J) **Gas and Oil Wells.** The Property has an uncapped natural gas and/or oil well, even if inactive. **If Yes, Owner must complete Electric Availability, Utility Surcharges, Agricultural Districts/Farming Activity Disclosure & Uncapped Natural Gas Well Disclosure Form.**

Y  N  Unkn (K) **Gas/Mineral/Oil/Timber Rights.** All gas, mineral, oil, and timber rights will transfer with the Property.

Y  N  Unkn (L) **Gas/Mineral/Oil/Timber/Other Leases.** Owner has received, is receiving, or is entitled to receive lease payments, royalties, or other payments and/or free gas under any oil/gas/mineral/timber or other lease or agreement affecting the Property. **If Yes, Owner agrees to promptly furnish complete copies of all written agreements affecting the Property in Owner's possession to Listing Broker and Owner's Attorney.**









# Division of Licensing Services

New York State  
Department of State, Division of Licensing Services  
(518) 474-4429  
www.dos.ny.gov

New York State  
Division of Consumer Rights  
(888) 392-3644

## New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Joseph Paul Winski (print name of Real Estate Salesperson/  
Broker) of Howard Hanna (print name of Real Estate company, firm or brokerage)

(I)(We) Amie Willard Judith Hardt

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature <sup>Authentisign</sup> Amie Willard Date: 07/26/2023  
Amie Willard

Buyer/Tenant/Seller/Landlord Signature <sup>Authentisign</sup> Judith Hardt Date: 07/26/2023  
Judith Hardt

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.



**New York State Disclosure Form for Buyer and Seller**

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Joseph Paul Winski of Howard Hanna  
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

<input checked="" type="checkbox"/> Seller as a (check relationship below)	<input type="checkbox"/> Buyer as a (check relationship below)
<input checked="" type="checkbox"/> Seller's Agent	<input type="checkbox"/> Buyer's Agent
<input type="checkbox"/> Broker's Agent	<input type="checkbox"/> Broker's Agent
<input type="checkbox"/> Dual Agent	
<input type="checkbox"/> Dual Agent with Designated Sales Agent	

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

Advance Informed Consent Dual Agency  
 Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: \_\_\_\_\_ is appointed to represent the buyer; and \_\_\_\_\_ is appointed to represent the seller in this transaction.

(I) (We) \_\_\_\_\_ acknowledge receipt of a copy of this disclosure form:

Signature of  Buyer(s) and/or  Seller(s):  
AuthenticSign  
Amie Willard  
AuthenticSign  
Judith Hardt  
 Judith Hardt

Date: 07/26/2023 Date: 07/26/2023

Date: \_\_\_\_\_

At a Regular Meeting of the Town Board of the Town of Pittsford, New York, held at Town Hall, 11 South Main Street, Pittsford, New York, on the 3rd day of October, 2023.

PRESENT: William A. Smith, Jr., Supervisor  
Katherine Bohne Munzinger, Deputy Supervisor  
Kim Taylor, Councilmember  
Cathleen A. Koshykar, Councilmember  
Stephanie M. Townsend, Councilmember

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In the Matter

of

THE ADOPTION OF A TOWN BOARD RESOLUTION  
AUTHORIZING THE PITTSFORD TOWN COURT TO  
APPLY FOR A JUSTICE COURT ASSISTANCE PROGRAM  
GRANT FOR COURTROOM INTERCOM SYSTEM  
FOR FRONT DOOR ENTRANCE AS WELL AS  
WINDOW FILM FOR OFFICE WINDOWS.

---

**RESOLUTION**

WHEREAS, the Pittsford Town Court has requested authorization from the Pittsford Town Board to apply for grant funding from the Justice Court Assistance Program (“JCAP”) during the upcoming grant cycle to pay to obtain an intercom system for the Court’s front door entrance as well as window film to secure office windows; and

WHEREAS, the Town Board wishes to accommodate and support the Town Court’s application for the JCAP grant which the Town Court seeks; and

WHEREAS, it was the decision of the Town Board that it should authorize the Town Court to apply for the JCAP grant.

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

RESOLVED, that The Board of the Town of Pittsford authorizes the Pittsford Town Court to apply for a JCAP grant in the 2023-24 grant cycle up to \$9,626.99.

Said matter having been put to a vote, the following votes were recorded:

William A. Smith, Jr.	VOTING
Katherine Bohne Munzinger	VOTING
Kim Taylor	VOTING
Cathleen A. Koshykar	VOTING
Stephanie M. Townsend	VOTING

The resolution was thereupon declared duly adopted.

DATED: October 3, 2023

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Renee M. McQuillen, Town Clerk

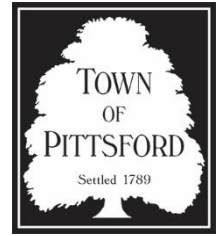
I, RENEE M. McQUILLEN, Clerk of the Town Board of the Town of Pittsford, New York, DO HEREBY CERTIFY that I have compared a copy of the resolution as herein specified with the original in the minutes of the meeting of the Town Board of the Town of Pittsford and that the same is a correct transcript thereof and the whole of the said original.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of October, 2023.

---

Renee M. McQuillen, Town Clerk

# MEMORANDUM



**To:** Pittsford Town Board

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

**Date:** September 28, 2023

**Regarding:** Surplus Inventory

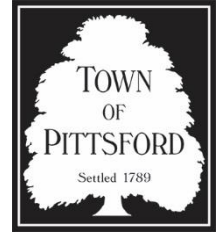
**For Meeting On:** October 3, 2023

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 inventory be declared surplus and be removed from the Town's inventory.**

Asset #	Year	Description	Department	Cost	Disposition
20154	2019	Dual Laser Thermometer	Sewer	\$ 131.91	Disposed
17272	2014	Hammer Drill 18V	Sewer	\$ 229.00	Disposed
18791	2016	Stihl Chainsaw 16"	Sewer	\$ 434.00	Auction
15935	2007	Cut-off Saw	Sewer	\$ 775.00	Auction
13790	1999	CH&E 4" Trash Pump on Trailer	Sewer	\$ 8,949.00	Auction
13794	1999	Natural Gas Generator 80 KW	Sewer	\$ 17,995.00	Auction

# MEMORANDUM



**To:** Pittsford Town Board

**From:** Cheryl Fleming, Personnel Director

**Date:** September 27, 2023

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

**For Meeting On:** October 3, 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>
Nicholas Brand	REC	Afterschool Counselor	\$14.20	10/04/2023
Meaghan Otero	REC	Afterschool Counselor	\$14.20	10/04/2023
Carnell Jones	Court	Security	\$30.00	10/05/2023

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>
Nicholas Brand	REC	Afterschool Counselor	\$14.20	10/04/2023
Meaghan Otero	REC	Afterschool Counselor	\$14.20	10/04/2023
Carnell Jones	Court	Security	\$30.00	10/05/2023

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

<b>Name</b>	<b>Position</b>	<b>Reason</b>	<b>Rate</b>	<b>Effective Date</b>
Hayes Wallman	Real Property Appraiser Trainee	Replacement	\$29.00	10/09/2023

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):

<b>Name</b>	<b>Position</b>	<b>Reason</b>	<b>Rate</b>	<b>Effective Date</b>
Hayes Wallman	Real Property Appraiser Trainee	Replacement	\$29.00	10/09/2023